

# SKYLINE MUSIC

28 Union St.  
Whitefield, NH 03598  
603-837-9600  
Fax 603-837-9601

## Schedule "A"

### CONTRACT RIDER FOR OVER THE RHINE

#### **TECHNICAL SPECIFICATIONS**

1) These are the minimum specifications for the sound reinforcement system required:

##### **Front of House System**

- a) A minimum of 40x8X2 Console (4 band EQ with at least 2 fully sweepable, 6 aux sends)
- b) Midas/Crest/Ramsa/Yamaha PM Series (NO Mackie, Allen Heath, Peavey, or Soundcraft Spirit)
- c) 2- 1/3 octave graphic equalizers for Front of House PA (KTT/BSS/Ashley)
- d) 1-digital delay (Roland SDE1000, TC 2290, PCM 42 or multi effect)
- e) 2-stereo digital reverbs (Rev7, PCM80 or 90, H3000, DN780, Spx990)
- f) 12 channels of patchable compression (KT/BSS/DBX/Aphex/Drawmer)
- g) First class active Three or Four-way speaker system sufficient to cover entire venue with a distortion-free 100dB SPL at FOH mix position - EAW KF series, or LA series (small venues only), Meyer MSL, Turbosound, etc. (NO Peavey, Yorkville, Reinkus Heinz, Community)
- h) Adequate, power amplification (Crown, Crest)

##### **Monitor System**

6 mixes: 3 with a single wedge, 2 with dual wedges, and 1 for In-ear monitors (artist provided)  
all mixes must have 1/3 octave equalizers (KTT, BSS, TC, Ashley)  
all wedges must be matched, working 2-way with 12" or 15" woofer and 1" or 2" horn  
sufficient matched amplification must be provided

System Technicians MUST be provided for set-up and the entirety of the performance and MUST be familiar with system as set-up.

System Technicians are necessary for both FOH and Monitor system.

Any Equipment not matching these specs MUST be approved with FOH engineer before the week of the show.

Please contact OVER THE RHINE for current FOH engineer contact information.

- 2) The PURCHASER will provide professional show lighting sufficient to illuminate the stage while the house lights are down during the performance. The PURCHASER must supply a lighting engineer to work alone or in tandem with OVER THE RHINE's lighting engineer at no cost to the artist.
- 3) No barricade of any kind is ever to be employed at the front of the stage during OVER THE RHINE's performance.
- 4) OVER THE RHINE shall receive a minimum of four hours free of all disturbances onstage for the purpose of a sound check before the doors open.
- 5) OVER THE RHINE and their personnel shall maintain 100% control of the production and presentation of the performance, which includes the following provisions:
  - a) Absolutely no audio recording, video recording, nor radio broadcasting will be allowed during the performance unless prior written permission has been granted by OVER THE RHINE or their representative. The PURCHASER agrees to confiscate all unauthorized recording equipment, and to hold said equipment until the completion of the performance.
  - b) The volume of the performance, both onstage and through the house system, shall be determined exclusively by OVER THE RHINE (within the limits of equipment capacity).
- 6) The PURCHASER shall provide at least two stagehands to be available for load-in and load-out, as well as during the performance. The PURCHASER agrees said loaders will not be paid until the load-out is completed. PURCHASER will ensure the provision of necessary ramps, steps, lifts, etc.
- 7) The PURCHASER shall also provide two large parking spaces in close proximity to the stage door.
- 8) The PURCHASER agrees to supply proper security at all times to ensure the safety of OVER THE RHINE, their equipment and instruments, auxiliary personnel and personal effects, before, during and after performances.

### **HOSPITALITY**

- 9) The following must be provided to OVER THE RHINE, free of charge:

- A warm welcome
- A hot meal for 8 people (Or buyout equivalent to \$15 per person)
- 1 New York Times
- 1 Large bowl of organic fresh fruit (apples, bananas, oranges, green grapes, etc.)
- Coffeemaker with 1 Pint Half and Half
- 24 small bottles of water (Evian, etc)
- 12 Single-serving size bottles of juice (Cranberry, Orange, Apple)
- 6 bottles of premium local beer on ice
- 1 bottle of quality red wine (nothing under \$10.00 please)
- 1 bottle of quality chilled white wine (nothing under \$10.00 please)
- 1 Deli tray with whole grain bread and condiments
- ½ Gallon (or two 16oz bottles) 2% Chocolate Milk
- ½ Pound Honey Roasted Peanuts (Four 2oz bags or one 8oz bag, etc.)
- 6 cans Diet Coke on ice
- 8 large, clean, white towels
- Sufficient supplies of ice, glasses, coffee mugs, napkins, utensils, etc.

10) The hospitality requirements must be available at the request of OVER THE RHINE or their personnel immediately upon their arrival at the specified load-in time and must not be removed from dressing room until the band has left the premises. Water, Fruit, Coffee, Deli-tray and sandwich items are for band and crew at load-in and are of no use if not in place upon arrival. As such items delivered late will not be used and will be stricken from the performance budget.

11) The PURCHASER will furnish a large, comfortable, secure, and private dressing room in close proximity to the stage with a power point. This room should be clean, dry, well lit, heated or air conditioned, with a full-length mirror and seating for eight persons. The room shall also be within easy access of clean washrooms. The PURCHASER shall be solely responsible for the security of items in the dressing room, and shall keep all unauthorized persons from entering said area. A key for the dressing room shall be entrusted to OVER THE RHINE's road manager for the duration of the night.

12) Where available, the PURCHASER will furnish access to the venue's internet connection (preferably wireless) including login instructions, username and password. In the event that a connection is not available, PURCHASER will provide location and directions for nearest wireless hotspot.

13) All hospitality items are to be charged to the performance budget at real cost. Bar prices or any other price structure that exceeds local retail value for these hospitality items WILL NOT be accepted at settlement.

### **PAYMENT**

14) All payments are to be made by cash, money order, or certified check as follows:

- a) A deposit as specified on face of contract, shall be made by the PURCHASER in the form of a money order or certified check to, and in the name of, Skyline Music, LLC, immediately upon the receipt of this contract by the PURCHASER.
- b) The balance shall be paid by the PURCHASER to OVER THE RHINE's representative not later than thirty minutes after the end of the presentation.

15) If the full price agreed upon involves a percentage after a break point, that break point represents the fixed total of all accepted expenses pertaining to this engagement increased by fifteen percent to allow for PURCHASER profit. This figure is a maximum and must be verified by receipt and documentation of each expense at settlement.

16) The PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deductions whatsoever.

17) OVER THE RHINE shall have the right to have a representative present in the box office at all times. Said representative shall have access to the box office records of the PURCHASER relating to the gross receipts of this engagement only.

18) In the event that the compensation payable to OVER THE RHINE hereunder is based in whole or in part on the box office receipts, OVER THE RHINE shall have the right to set a limit on the number of complimentary admissions to be allowed by the house, including house guests, employee guests, band guests, and press. The PURCHASER agrees that at no time will these lists combined number in excess of forty people without prior approval from Artist. The PURCHASER shall not limit OVER THE RHINE to fewer than thirty guests should OVER THE RHINE request such an accommodation.

19) All tickets shall be sold at the prices stated in the contract. Should the promoter charge an amount in excess of the contracted ticket price, 100% of additional revenues shall be paid directly to the Artist. Should the promoter charge an amount less than the contracted ticket price, Artist's compensation shall be computed at the highest contracted ticket price (times the number of paying customers).

### **MERCHANDISING**

20) OVER THE RHINE shall have the exclusive right to sell goods (including, but not limited to, compact discs, tapes, records, and items of clothing) on the premises of the place of performance. The house commission rate set forth on the face page of this agreement shall be the only such commission that applies. For the purposes of this agreement, said commission rate shall apply to the sale of clothing and novelty items only. The sale of recorded product of any kind shall be exempt from said commission. The agreed payment shall include all house commissions and shall be the only payment made with respect to merchandising rights during this engagement. The PURCHASER agrees that no party, including the PURCHASER him/herself, will appropriate the ARTIST's name or likeness for any merchandising use whatsoever. This prohibition includes any and every type of poster intended for sale at the venue or elsewhere at any time.

21) The PURCHASER agrees to provide a clean, well-lit, and highly visible area with access to at least two (2) power points suitable for merchandise sales.

### **WARRANTIES AND REPRESENTATIONS**

22) A representative of the PURCHASER capable of making any decisions pertaining to this engagement must be present at the place of performance from the time of OVER THE RHINE's load-in through the time of their load-out. This representative must have copies of this entire agreement together with any and all information pertaining to this engagement in his/her possession.

23) In the event the PURCHASER refuses or neglects to provide any of the items herein stated and/or fails to make any of the payments as provided herein, OVER THE RHINE shall have the right to refuse to perform this contract and shall retain any amounts theretofore paid to them or their representative by the PURCHASER. The PURCHASER will, in this circumstance, remain liable to OVER THE RHINE for the full agreed price. In addition, if on or before the date of any scheduled performance, the PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, OVER THE RHINE's agent shall have the right to demand the payment of the guaranteed compensation forthwith. If the PURCHASER fails or refuses to make such payment forthwith, said agent shall have the right to cancel this engagement by notices to the PURCHASER to that effect. In such an event, said agent shall retain any amounts theretofore paid in his/her name to the artist by the PURCHASER.

24) OVER THE RHINE's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of public authority, or any other cause, similar or dissimilar, beyond their control.

25) Should the PURCHASER cancel this engagement in any circumstance other than an Act of God or for a similar reason beyond the PURCHASER's control, the PURCHASER shall immediately remit to Skyline Music LLC. a certified check or money order in the amount of fifty percent of the full price agreed upon by the parties.

26) The PURCHASER hereby warrants that he/she is of sound mind and of legal age to enter into this binding contract.

This agreement shall be construed in accordance with the laws of the State of Illinois and shall be deemed entered into in that State.

27) Two complete copies of this agreement, executed by the PURCHASER, must be received by Skyline Music no later than contract due date. If said documents are not received by this date, OVER THE RHINE shall have the right to cancel this engagement by notices to the PURCHASER to that effect.

28) In case of any conflict of terms, the terms contained within this Rider shall prevail over all others. All terms of this Rider are specifically accepted by the PURCHASER unless they are waived by OVER THE RHINE or their representative. Such waiver shall be effective only if initialed by OVER THE RHINE or their representative. **Please note that none of the requirements of this rider can be invalidated by the failure of artist personnel to advance the engagement with any member of the PURCHASER's production staff.** Failure to provide any of the requirements of this rider will result in the cancellation OVER THE RHINE's performance. In case of such cancellation, the PURCHASER shall remain liable for full payment to the artist.

29) Contracted showtimes, length, and content of any and all supporting attractions relating to engagements hereunder, shall be subject to OVER THE RHINE's sole discretion. PURCHASER agrees that the appearance of any other act (s) on the same bill as OVER THE RHINE will be subject to OVER THE RHINE's approval.

30) All forms of sponsorship, whether part of a series or specifically for OVER THE RHINE's show, must be authorized by OVER THE RHINE.

31) The PURCHASER warrants that OVER THE RHINE shall receive 100% star billing in any and all publicity released and in paid advertisements, including, but not limited to, program, fliers, signs and marquees. The correct billing for OVER THE RHINE, applicable in all promotional materials, is "OVER THE RHINE ". Please note that the name of the artist contains three words.

32) PURCHASER agrees, upon completion of performance, to contact POLLSTAR at 800/344-7383 to report box office information or to fax POLLSTAR a box office report sheet (559/271-7979). It is within the best interest of both the OVER THE RHINE and the PURCHASER that this report be published.

33) Schedules "A" and/or "B", if attached hereto, are hereby made integral elements of this contract.

**ACCEPTED AND AGREED:**

**ACCEPTED AND AGREED:**

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Artist

\_\_\_\_\_

\_\_\_\_\_

Date

Agent

**CONTACT AND FINANCIAL INFORMATION**

**MANAGEMENT**

Glen Phillips  
Beat Management Inc.  
tel: 773-278-9490  
fax: 773-278-9495  
glen@beatmanagement.com

**TOUR MANAGEMENT**

Brandon Dawson  
513-258-3931  
brandon@overtherhine.com

**PUBLICITY:**

Diana D'Angelo  
Shore Fire Media  
718-522-7171  
ddangelo@shorefire.com

**RADIO:**

Sean O'Connell  
Music Allies  
828-252-6300  
sean@musicallies.com

**PROMOTIONAL MATERIALS:**

Great Speckled Dog records  
773-278-9490  
info@greatspeckleddog.com

**PAYMENT**

Balance of fee to be paid in cash or certified check made out to "Over the Rhine" payable immediately after performance to OVER THE RHINE's road manager.

Linford Detweiler SS#: 300-78-6017