

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PERFORMANCE AGREEMENT BETWEEN TOWN OF ADDISON AND THE BAND PERRY LIVE, LLC FOR THE PERSONAL SERVICES OF MUSICIANS IN THE AMOUNT OF \$215,000, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**Section 1.** The Contract between the Town of Addison and The Band Perry Live, LLC for the personal services of musicians in the amount of \$215,000, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 9<sup>th</sup> day of February, 2016.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

## GARY OSIER PRESENTS INC.

Ph.: 817-235 2036  
gary@garyosier.com

This Contract for the personal services of musicians on the engagement described below is made this 25th day of January 2015, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned artist or artist representative (herein called ("Producer"). Attached rider (if applicable) herewith becomes a part of this Contract agreement and any changes must be agreed upon in writing by both parties.) Gary Osier Presents Inc. acts only as agent for artist and assumes no liability hereunder.

Artist: The Band Perry

Play date(s): May 14, 2016 (Saturday)

Place of Performance: Taste of Addison  
Addison Circle Park  
Addison, Texas

Venue phone: cell 214 205 0184

Doors: noon / Show Time(s): 9:30pm. for 75-90 minutes.

Fees agreed upon rain or shine (and if Artist is at the Place of Performance on the Play date and at the Show Time set forth herein and is ready, willing, and able to perform pursuant to the terms hereof, but is prevented from doing so as a result of inclement weather, and neither Artist nor Producer is then in violation of any provision of this Contract, the Purchaser will pay Artist one-half of fee agreed upon set forth below; otherwise, all payments by Purchaser to Producer and Artist shall be promptly returned to Purchaser and Purchaser shall have no further obligation to Producer or Artist hereunder) to be paid in cash, money order, certified check, cashier's check, or company check in U.S. dollars to Producer or his representative. Any other arrangement must be made in advance, in writing, with Producer. If the artist cancels at no fault of Purchaser, Purchaser is to receive an immediate refund of all money deposited.

The agreement of the Artist to perform is subject to proven detention by sickness (confirmed in writing to Purchaser by a medical doctor licensed in the United States), riots, strikes, epidemics, acts of God, or any other like and legitimate conditions beyond Artist's control and not avoidable by diligence, and if Artist is prevented from performing as a result of any of such items, Purchaser's obligations hereunder shall end and Purchaser shall have no obligation to compensate or pay Artist, and any funds paid to Artist by Purchaser shall be immediately returned by Artist to Purchaser; provided, however, if Artist is ready, able, and willing to perform in accordance with the terms and provisions of this Contract and is at the address and the Place of Performance on the Play date and at the Show Time set forth in this Contract, and if neither Artist nor Producer is then in violation of any provision of this Contract, if Artist is prevented from performing as a result of an Act of God, fire, accident, riot, strike, or event of a like and similar character, then Purchaser agrees to compensate Artist one-half of fee agreed upon set forth below in accordance with the terms hereof, regardless of such acts of God, fire, accident, riot, strike or any like and similar event(s); otherwise, Purchaser's obligations hereunder shall end and Purchaser shall have no obligation to compensate or pay Producer or Artist, and any funds paid to Producer or Artist by Purchaser shall be immediately returned to Purchaser (and any repayment or refund obligation of Artist hereunder shall survive the termination of this Contract).

In the event of cancellation by Purchaser, Artist and Purchaser shall be discharged from any further liability hereunder and the Artist shall be entitled to retain one-half of the fee agreed upon set forth below as Artist's sole and exclusive remedy for such cancellation (and in the event Purchaser has paid Artist an amount in excess of one-half of the fee agreed upon, Artist and Producer shall promptly reimburse Purchaser such excess). Should Artist cancel at no fault of Purchaser, Purchaser shall promptly receive a complete refund of any deposits paid.

Purchaser, at its sole cost and expense, shall provide General Liability Insurance including contractual liability endorsement, with limits of \$1,000,000 with respect to bodily injury and death and \$1,000,000 for property damage. Such policies shall be in full force and effect from the time of load in to the time that Producer and all of Producer's affiliates have left the Venue and Producer's production has been loaded out of the Venue. Purchaser shall provide a copy of the certificate of insurance naming Producer as an indemnitee not less than fourteen (14) days prior to the date of the Engagement. Purchaser's failure to deliver such certificate shall not relieve Purchaser of its obligation to provide the General Liability Insurance as set forth in this Agreement. Further, Purchaser shall secure or maintain any necessary Worker's Compensation Insurance for all of its employees pursuant to state and local laws.

### PAYMENT AS FOLLOWS:

Fee agreed upon: \$215,000.00, subject to the terms, conditions and provisions of this Contract

Deposit: \$75,000.00 (inclusive of artist supplied travel) payable to Gary Osier Presents Inc. due immediately with signed Contract

Deposit: \$65,000.00 payable to Gary Osier Presents, Inc. due February 14, 2016

Balance due: \$75,000.00 payable to The Band Perry Live, LLC due following performance by Artist in accordance with this Contract

Additional provisions: Purchaser to supply racks, stacks, and stage lights (per advance with production manager), all to Artist's specifications, plus internal ground transportation in the form of 2-15 passenger vans with drivers, and appropriate day of show catering or buyouts per advance with Artist's tour manager. The Band Perry to attend a meet and greet for 30 people at a mutually agreeable time. Merchandise is 80/20 - 90/10 artist sells Radius: Clean from now and 60 days following, 125 miles in all directions.

The Producer below and the person signing this Contract on behalf of Artist and Producer warrant and represent to Purchaser that they are (and each of them is) fully authorized to execute this Agreement and to bind Producer and Artist to this contract, and that they are fully able to and shall cause the Artist to appear and perform in accordance with the terms and conditions of this Contract. The Band Perry Live, LLC is a Tennessee liability company and is legally authorized to transact business in Texas.

(SIGNATURES ON NEXT PAGE)

**Town of Addison**

Purchasers name

\_\_\_\_\_  
Wesley S. Pierson  
City Manager

5300 Belt Line Road  
Dallas, TX 75254

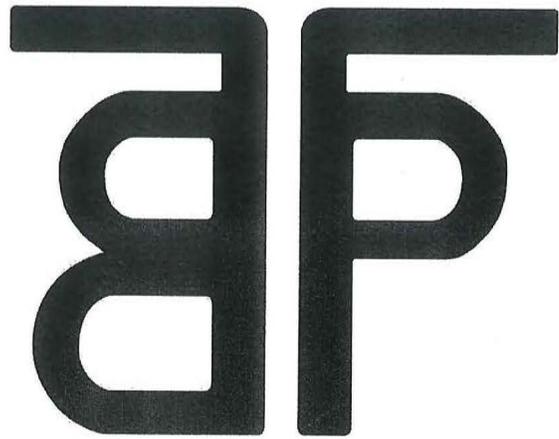
**The Band Perry Live, LLC**

Coran Capshaw  
Producers name

\_\_\_\_\_  
Signature of leader

1615 Carleton Ave  
Ft Worth, TX. 76107

Mailing address: 1615 Carleton Ave / Ft. Worth TX 76107



™

**Limited**

**Production Rider**

**2015**

The Band Perry buyer provides production rider  
Revised 10/13/15

## PRODUCTION RIDER

THIS PRODUCTION RIDER ("Production Rider"), is made and entered into effective as of \_\_\_\_\_, 2015, by and between \_\_\_\_\_ ("Company"), and THE BAND PERRY LIVE, LLC ("TBP"), and shall constitute an addendum ("Rider") to that certain agreement between the parties hereto dated effective as of \_\_\_\_\_, 2015 ("Agreement") in regard to the live musical performance(s) of the musical act professionally known as The Band Perry. In the event of any conflict, discrepancy or inconsistency between the Production Rider and the Agreement, the terms and conditions set forth in the Production Rider shall control and prevail.

### 1. Transportation/ Parking

COMPANY will ensure that TBP'S buses, trucks, trailers, limousines, vans, personal transportation and any other vehicles used by TBP for transportation to venue will have clear and secure access to and from the venue.

All parking areas will have dry, clean and clear passage to and from stage and/or dressing room areas, without going through the audience.

### 2. Dressing Rooms

*BUS*

Three (3) clean, well-lit lockable dressing rooms are needed. One room will be designated for TBP, the second room will be designated for TBP's band and the third will be designated for TBP's crew.

Dressing rooms should be heated/air-conditioned to maintain a temperature of 65-75 degrees. There should be four (4) 110v electrical outlets in each room as well as appropriate furniture for 4-12 people. TBP will not be required to share these rooms with any other performer or crew.

Keys to rooms: Please supply dressing room keys to TBP'S Tour/Production Manager at time of crew arrival. COMPANY will pay any key deposit required by venue.

Stage Access: Dressing rooms must be accessible to stage without passing through audience area.

### 3. Production Office

*BUS*

A clean, well ventilated and lockable work area for eight (8) people must be available for the sole use of TBP'S touring staff. This room must be available from sixty (60) minutes prior to load-in time until ninety (90) minutes after completion of load-out, located in the backstage/secure area as close to the stage as possible. This room is to contain five (5) large tables, a minimum of six (6) chairs, six (6) 110v electrical outlets, hard wired high speed internet access capable of sustain 3 VOIP phones and normal internet use for 24 people simultaneously (**3G or 4G wireless hotspots are not acceptable**), two (2) case of room temperature bottled water.

4. STAGE AND RISER REQUIREMENTS

40 x 40

a. Staging

COMPANY shall provide, at no cost to TBP, a stage sixty feet (60') wide by forty feet (40') deep by five feet (5') tall. The stage must be capable of supporting the greater of one hundred and twenty five pounds (125lbs) per square foot or the weight of the production elements described in this Production Rider. The surface must be smooth, free of holes and protrusions, and skirted in black material. The stage must be constructed so there is a minimum of twenty-six feet (26') to the closest overhead obstruction.

TBP requires three (3) sets of stairs with handrails and step lights, to be placed by TBP'S Production Manager at time of load-in. TBP will need adequate storage space for equipment cases.

TBP requires a twenty foot (20') by thirty foot (30') sound/light mix area, surrounded with bicycle rack and be located in the center of the house, no more than ninety-five feet (95') from the lip of the stage. The final placement shall be determined by TBP'S Production Manager.

For outdoor shows, TBP requires a sixty foot (60') by forty foot (40') self-supporting, load bearing stage roof (to be properly constructed, anchored, erected and installed by COMPANY at its sole cost, expense and risk). A 26' unobstructed clearance must exist between the stage deck and the roof. Sound and light consoles will require adequate cover to protect them from the elements. COMPANY will provide two (2), twenty foot (20') by one hundred foot (100') rolls of plastic at time of load in for TBP's sole use.

40 x 24

b. Sound Wings

Sound wings should be a minimum of 16' deep by 16' wide with a toe or handrail on three sides, be the same height as the artist stage and are in addition to the stage size and should not be connected to the main stage.

Guitar world wing should be a minimum of 16' deep by 16' wide with a toe or handrail on three sides, be the same height as the artist stage and are in addition to the stage size.

c. Sound Check

At the scheduled sound check time, the venue must be cleared of all people (other than the tour and venue staff). This includes all volunteers or other performers for the concert. Please make sure all doors leading into the venue are closed at this time. Sound check takes approximately 45-60 minutes to complete. TBP set-up and sound check must be done prior to the set-up and sound check of all supporting acts. Once sound check is complete, TBP will not be required to move gear other than downstage microphones and pedal boards.

**5. LOCAL LABOR**

COMPANY is to provide, at sole cost and expense, the following labor, which is in addition to any labor required by local sound, lighting, roof or other vendors unless noted. **Spot Ops do not count as Load Out stage hands if they require a post show break.**

Labor Call	Load In	Show	Load Out
Loaders	4	0	8
Stage Hands	26	8 and 2 cable pagers	26
Audio Technicians	2	2	2
Lighting Technicians	2 if lights provided	2 if lights provided	2 if lights provided
Electricians	1	1	1
Runners	3	3	3
Spot Operators	0	6	0
Forklift Operator	1	0	2
House Light Operator	0	1	0

*PER ADVANCE*

**a. Stagehands**

There should be no overlap between duties of stagehands, security, and ushers. It is critical to maintain a consistent crew to maintain a smooth load-in and load-out. The labor call above is for the sole use of TBP. They are not to be shared with any local production or other acts for load-in or load-out. They may be used by local production ONLY upon being released by TBP's production manager once TBP's load-in or load-out is complete and not before.

**b. Electrician**

Unless an electrician is a separate labor call (building staff, contract electrician, union electrician), this position can be filled and included as one of the stagehands called, provided such individuals are fully and properly licensed, bonded and insured.

**c. Spot Operators**

Six (6) experienced spot light operators are required.

**d. Fork Lift Driver**

Check with TBP'S Production Manager during the advance to see if a forklift will be needed.

**e. Runners.**

Three (3) runners are required for the day. Drivers must be of legal age, with a valid driver's license, fully insured, and be on duty and available from thirty (30) minutes prior to load-in until ninety (90) minutes after load out. Vehicles furnished and/or operated by such runners must be delivered and maintained in a safe working order and operated at all times in compliance with all laws, regulations and/or local ordinances. The runners should have no overlapping duties, such as running for the caterer or the venue. The runner must have working knowledge of the area, be able to handle money and be responsible for the money handled. They will report to TBP's Tour or Production Manager only.

**6. SECURITY**

**a. Security Guards**

COMPANY will provide, at COMPANY's sole cost and expense, Eight (8) uniformed, properly trained and certified (if applicable) security guards for stage, dressing rooms, and bus/truck protection of TBP and TBP'S Band and Crew, their instruments and property from time of arrival until TBP and TBP'S Band and Crew's departure. Additional security will be required for "front of stage" security during PERFORMANCE.

Company shall provide, at its sole cost and expense, One (1) uniformed police officer to provide escort services and security for Artists while on site at venue. This officer will be required to stay onsite until Artists depart the venue. Police officer shall report to Tour Manager at load in, and will be given further instructions on requirements for the day.

**b. Meet and Greet / Autograph Signing**

TBP will require eight (8) uniformed and properly trained and certified (if applicable) security guards to provide escort services and security for pre-show meet and greet and post-show autograph signing. Tour Manager will brief security day of show.

**c. Overnight**

If TBP is doing two (2) or more PERFORMANCES in one (1) location, or if an early load-in situation requires TBP and band to leave equipment at venue overnight, COMPANY is to provide additional trained and uniformed security personnel from the official time of work ends until the official time the work begins the following day. Tour Manager will provide specific times.

**d. Instruments**

COMPANY will be liable for any damage to and/or theft of, TBP and TBP'S Band's/Crew's personal instruments and property that is directly attributed to negligence on the part of COMPANY and/or COMPANY'S representative(s) (included damage and/or theft as a result of inadequate security) should damage and/or theft occur during the said period from load-in until TBP and TBP'S Band's/Crew's departure.

**e. Vehicles**

COMPANY will be liable for and damage to and/or theft of and/or from TBP'S Buses or Trucks that is directly attributed to negligence on the part of the COMPANY and/or COMPANY'S Representative (included damage and/or theft as a result of inadequate security) should such damage and/or theft occur during said period from load-in until TBP and TBP'S Band's/Crew's departure.

**f. Passes**

COMPANY will provide TBP'S Tour Manager, by 11:00 AM on the day of the show, a list of all persons requiring passes (COMPANY & Venue staff, media, guests, etc.). Tour Manager shall have the authority to extend, modify, or issue passes, at whatever security level is deemed appropriate.

**g. Security Meeting**

There will be a security meeting sixty (60) minutes before scheduled doors opening on the day of the performance. The meeting will be attended by TBP'S Tour and Production Managers, COMPANY'S Representative, Head of Security Staff, and a Representative of the Venue. The default location for this meeting is in the Production Office.

**7. PRE-SHOW MEET AND GREET AND POST-SHOW AUTOGRPAH SIGNING**

**a. Pre-Show Meet and Greet**

TBP'S Tour Manager will advance details about the Pre-Show Meet and Greet

**b. Post-Show Autograph Signing**

COMPANY will provide, if no suitable indoor facility is available and at sole cost and expense, a twenty foot (20') by twenty foot (20') tent that is well lit with separate entrance and exit. Tent sides are required and may be removed at TBP'S sole discretion. One (1) six foot (6') table, two (2) 110v electrical outlets, one (1) cooler with ice, twelve (12) bottles of Fiji Water, six (6) Black Sharpie Retractable Markers (Fine point).

TBP'S Tour Manager will advance details about the Post-Show Autograph Signing if applicable.

**8. SOUND REQUIREMENTS**

COMPANY shall provide a "Current, State of the Art" sound system consisting of a four way, electronically crossed over speaker system that includes subwoofers, preferably a line array system where applicable. Said system should be able to provide 110 decibels "A" weighted sound pressure level to every seat in the audience. Additional fill or delay speakers are to be used as necessary to eliminate dead or weak coverage areas.

**a. System set-up Time.**

COMPANY will ensure that the sound system is SET-UP and OPERABLE upon TBP load-in and a minimum of four (4) hours prior to sound check. It is also understood and agreed that TBP may check sound system during said period and at a time solely determined by TBP and will maintain the system in working order throughout the PERFORMANCE. TBP set-up time does not include the Sound and Lighting reinforcement set-up time. Sound and Lights should be set up and running prior to TBP's Crew arrival.

**b. System Technician**

COMPANY will provide a technician familiar with the sound system for both the house and monitor systems from load-in until the end of the PERFORMANCE. This technician will have the sound system in working order throughout the PERFORMANCE.

**c. System Control**

TBP'S Production Manager will designate the FOH mix position, and at all times, have complete control over the sound mixing and house volume; in addition, the TBP'S board groups are for the exclusive and sole use of TBP.

**d. Sound System Adequacy**

COMPANY specifically understands and agrees that the sound system must be adequate, in TBP'S sole opinion, and that, should said sound system not be of quality and power capacity deemed adequate by TBP, TBP may, at TBP'S sole option, refuse to perform until sound system is deemed adequate. Should the sound system be deemed inadequate at the time of the PERFORMANCE, TBP may refuse to perform and any amounts due to TBP for the PERFORMANCE will be paid in full to the TBP regardless of TBP'S refusal to perform.

See attachment #1

9. The Band Perry Sound and Lighting Requirements

**HOUSE PA**

L-Acoustics K1, Adamson Y-Axis, D&B J-Series, L-Acoustics V-Dosc, JBL Vertec, NO EAW  
Subs will be fed from an Aux. Preferred subs size would be 18" components. Front fill and  
delay sends will be fed from a matrix.

Proprietary speaker systems are unacceptable and will NOT be used.

**LIGHTING REQUIREMENTS**

PURCHSER shall provide a full lighting rig per TBP'S Production Manager's Specifications. Plot and  
contact info will be provided during the advance.

**Contact:**

Lighting Director  
Jay Waddell  
773-844-0224  
waddell.jay@gmail.com

Lighting will be provided  
per the mutual agreement  
between the Town & The Band Perry  
Production Manager

**Follow Spots** 4

Six (6) follow spots in excellent working order are required. Acceptable types include Super Trooper  
2KW xenon, Lycian 1275 or follow spots of this quality and brightness. Gel according to lighting plot.

**Spot Operators** 4

Six (6) Experienced spotlight operators are required. Follow spot operators MUST be fluent in English

**Lighting Technicians (if lighting is provided)**

Two (2) lighting technicians for COMPANY supplied lighting will be required. Lighting Technicians  
are to be available to the TBP Lighting Director at all times. One technician must be able to climb and  
focus and any technicians climbing will wear and utilize OSHA approved harnesses.

**House Lights**

TBP'S Production Manager or Lighting Director shall have complete control over the cueing of house  
lights. There shall be no lights on in the venue during the performance other than exit signs, aisle  
lights, and any lighting required for the safety of the audience.

In the event that house lights must be controlled from a separate booth, the operator shall be on the  
communication circuit at least fifteen (15) minutes before show time and continuously during the  
show. At no time should the house lights come up during TBP'S performance, unless authorized by  
TBP'S Lighting Director or Production Manager.

**TBP'S Production Manager MUST approve any substitutions**

In the event of any conflict, discrepancy or inconsistency between this Production Rider and  
the Agreement, the terms and conditions set forth in this Production Rider shall control and prevail.  
The parties hereto have executed this Agreement as of the date first set forth above:

PURCHASER

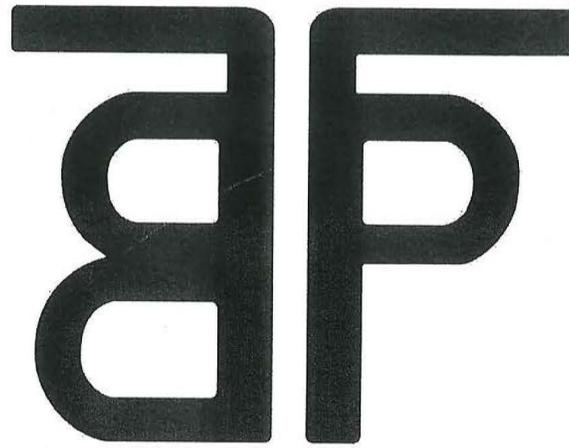
THE BAND PERRY LIVE LLC  
f/s/o The Band Perry

By: \_\_\_\_\_  
An Authorized Signatory

By: \_\_\_\_\_  
An Authorized Signatory

Name: \_\_\_\_\_

Title: \_\_\_\_\_



TM

**Catering and Hospitality Rider**  
**- Limited Production Shows**

**2015**

***Please advance catering and hospitality with the Tour Manager: Johnny Ellett / johnnellett@gmail.com / 512.657.2715***

**MEALS**

**Allergies:** Please be aware of the following allergies when preparing food for meals.

- Cinnamon in any form
- Peanuts
- If tomatoes are used, other than in sauces, can they please be kept separate from other foods
- Shellfish
- Gluten & Dairy – 3 people
- - Dairy - please make sure any veggies, meats, etc. are cooked in grapeseed or extra virgin olive oil, NO BUTTER

**Breakfast** – 35 Touring Staff, plus requisite local crew, venue staff, local promoter

~~Breakfast should be served from 7:30am-10:30am for Thirty Five (35) Touring Staff. This should be a good quality hot meal with tablecloths, napkins, silverware, and glass/ceramic plates. Expected items are eggs, breakfast potatoes, bacon, sausage, ham, toast, pancakes or waffles, biscuits and sausage-gravy, assorted cereals, oatmeal, individual yogurts, fresh cut fruit, juices milk and coffee. One loaf of Gluten Free Bread (Udi's or Rudy's brand preferred) to be available all day.~~

**Lunch** – 35 Touring Staff, plus requisite local crew, venue staff, local promoter

Lunch should be served from 12:00pm-3:00pm for Thirty Five (35) Touring Staff. This should be a good quality hot meal with tablecloths, napkins, silverware, and glass/ceramic plates.

Suggested Entrée Options						
Burgers (both beef & veggie) & hot dogs	Grilled Chicken Sandwiches	Taco Bar (chicken, beef and veggie)	Cheese Steak and Cheese Chicken sandwiches	BBQ Sandwiches (chicken & beef or pork)	Fried and Baked Chicken	Grilled Cheese sandwiches (plain, turkey & or ham), plus deli tray
This menu is a guide so that we do not get the same food every day. Substitutions may be made with the permission of the Production Manager						

This meal should also include **15 grilled chicken breast – VERY IMPORTANT** + at least two side items (baked beans, veggies, chips, etc.), a bowl of tuna salad, cottage cheese, fresh cut fruit, a green salad with a variety of dressings including a balsamic vinaigrette, a hot soup, chips, cookies, a deli meat sandwich station including multiple meats, condiments for sandwiches and a selection of

sliced cheeses, lettuce, onion, pickles, tomato, mustard, regular and low fat mayo, ketchup, whole wheat and white breads, a selection of hot sauces, and an assortment of cold drinks, including soft drinks, bottled water, milk (both whole and non-fat), and coffee (premium coffee such as Starbucks preferred).

*BUYOUT @ 25° PER*

Dinner – 35 Touring Staff, plus requisite local crew, venue staff, local promoter

Dinner should be served from 5:00pm to 8:00pm, for Thirty five (35) Touring Staff. This should be a good quality, healthy (low fat), with tablecloths, napkins, silverware, and glass/ceramic plates. The meal should be served on chafing dishes to keep it warm.

Suggested Entrée Options						
Roast Beef	Mexican Dinner w/ Beef, Chicken & Veggie option	Steak w/ Trimmings & Roast Turkey Breast	Roast Chicken & Lasagna (both w meat & without)	Pasta Bar w/ Veggies, Seafood & Chicken	Broiled or Baked Fish and Baked Chicken	Chicken & Veggie Pot Pies, Steamed Broccoli, Corn on the cob
This menu is a guide so that we do not get the same food every day. Substitutions may be made with the permission of the Tour Manager						

***A main course as outlined above plus:***

***15 grilled chicken breast – VERY IMPORTANT***

Veggies and meats should be cooked in extra virgin olive oil, **NO BUTTER**

Hot Soup

Tossed green salad with dressing (at least 1 non-fat option, Vinaigrette)

A minimum of 2 vegetables (prepared in a healthy manner)

Mashed or baked potato or long grain rice

Dinner rolls

Deserts and Fresh Cut Fruit Bowl

Assortment of cold drinks (same as lunch)

All condiments to compliment meal

## **DRESSING ROOMS**

### **TBP Dressing Room**

1. Comfortable sofas for six (6) adults
2. One (1) Makeup mirror
3. One (1) Full Length Mirror
4. One (1) 6' Table for Hospitality
5. At least two (2) 110 v / 20 amp electrical outlets
6. One (1) case of bottled water non-carbonated (Fiji or Evian)
7. Fresh Fruit bowl (4 bananas, 4 navel oranges only, 4 apples)
8. Hummus
9. One (1) bag of Wintergreen Lifesavers
10. One (1) roll paper towels

### **CREW DRESSING ROOM**

1. Comfortable sofas and chairs for sixteen (16) adults
2. One (1) Large Table for Hospitality
3. At least two (2) 110 v / 20 amp electrical outlets
4. Two (2) cases of bottled water non-carbonated
5. Twelve (12) bottles of Vitamin Water Zero (assorted)
6. Four (4) four packs of Sugar Free Red Bull
7. Fresh brewed coffee
8. Hot water with assorted teas (Peppermint, Green Tea, English Breakfast, Chai Tea)
9. Large bottle International Delight French Vanilla (red top) creamer, ½ Gallons of Milk (Skim & SILK), Sugar (Splenda & Honey)
10. Two (2) Bags of Tortilla Chips and Two (2) Jars of Fresh Medium Salsa
11. One (1) Container Hummus
12. One (1) Package pre cut & washed carrots
13. Twelve (12) Assorted Pure Protein Bars
14. Paper Plates & bowls, Red plastic Solo Cups, Utensils, 16 oz. paper coffee cups
15. Assorted Breath Fresheners (Trident Gum, etc.)

### **BAND DRESSING ROOM**

1. Comfortable sofas and chairs to seat six (6) adults
2. One (1) Large Table for Hospitality
3. At least two (2) 110 v / 20 amp electrical outlets
4. One (1) case of bottled water non-carbonated
5. Six (6) bottles of G2 Gatorade (assorted)

The Band Perry buyer provides production rider  
Revised 10/13/15

6. Four (4) Four packs of Sugar Free Red Bull
7. Fresh brewed coffee
8. Hot water with assorted teas (Peppermint, Green Tea, English Breakfast, Chai Tea
9. Large International Delight French Vanilla (red top) creamer, ½ Gallons of Milk (Skim & SILK), Sugar (Splenda & Honey)
10. One (1) Bag of Blue Corn Tortilla Chips and One (1) container of Fresh Medium Salsa
11. One (1) Container Hummus
12. One (1) Package pre cut & washed carrots
13. Blue Diamond Nut-Thins Almond
14. Four (4) Assorted Pure Protein Bars
15. Paper Plates & bowls, 16 oz. Red plastic Solo Cups, Utensils, 16 oz. paper coffee cups
16. Assorted Breath Fresheners (Trident Gum, etc.).

**AFTER SHOW FOOD**

Please have a selection of local menus available in the production office at load-in. Healthy options and local specialties are appreciated. Our daily catering cash advance includes \$800 for after show food. We will coordinate the after show food orders and pick up with runners and will return cash and receipts at settlement as a show cost.

**BUS STOCK** \$1500 per BUS BUYOUT

Our preference is to have you do bus stock shopping day of show, to help prevent excess purchases. If you prefer to shop in advance, please have all items ready to deliver at 1:00 pm unless otherwise noted. Check with production office to coordinate delivery to busses.

**BUS 1 - PRODUCTION BUS**

- ~~Two (2) 20 lb. bags of clean ice to bus at 9:00 pm~~
- ~~Two (2) cases of bottled water non-carbonated~~
- ~~Six (6) Bottles of Vitamin Water Zero (assorted)~~
- ~~One (1) Case Coca Cola~~
- ~~One (1) Case Coke Zero~~
- ~~One (1) Case Sprite~~
- ~~One (1) Half Gallon 2% milk~~
- ~~One (1) Half Gallon Simply Orange (no pulp)~~
- Twelve (12) Cans or Bottles import or micro brew beer (Guinness, Sam Adams..)

The Band Perry buyer provides production rider  
Revised 10/13/15

Twelve (12) Cans or Bottles domestic light beer (Miller Lite, Amstel Light..)  
Two (2) bottles of Red Wine (\$20 per bottle)  
Two (2) bottles of White Wine (Chardonnay) (\$20 per bottle)  
Two (2) Box Keurig KCup Dark Roast Coffee  
One (1) Pack Starbucks Double Shot Espresso  
One (1) Nestle French Vanilla Creamer (Red Top)  
One (1) Jar Low Fat Creamy All Natural Peanut Butter  
One (1) Jar Regular Creamy Peanut Butter  
One (1) Package Whole Wheat Tortillas (for making wraps)  
One (1) loaf Multi Grain Sliced Bread  
One (1) Jar Raspberry or Grape Jelly  
One (1) lb. assorted deli meats  
One (1) lb. assorted cheese slices  
One (1) Bag Beef Jerky  
One (1) Box Cereal – Honey Nut Cheerios, Kashi Strawberry Fields Lucky Charms  
One (1) Box Instant Quaker Oatmeal (Maple & Brown Sugar or Original flavor)  
One (1) Small Mayonnaise - plastic squeeze container  
One (1) Small Mustard - plastic squeeze container  
One (1) Sriracha Hot Sauce  
One (1) Roll Paper Towels  
(25) Paper Plates  
(25) Paper Bowls  
(25) 16 oz Red Solo Cups  
One (1) Box Assorted Utensils  
(25) 16 oz Paper Coffee Cups with lids

**OCCASIONAL RESTOCK / VENUE DOES NOT BUY**

- Ten (10) count Cup-O-Noodles
- Twelve (12) count Lean Pockets / Hot Pockets
- Twelve (12) count Jimmy Dean Breakfast Sandwiches
- Two (2) Large Bags Chips (Lays, Doritos, Fritos)
- Two (2) Boxes Pop Tarts (Chocolate, Strawberry)

**BUS 2 - BAND BUS**

- Two (2) 20 lb. bags of clean ice to bus at 9:00 pm
- Two (2) cases of bottled water non-carbonated
- One (1) 6 pack of S. Pellegrino 8.45 oz bottles sparkling water
- Six (6) G2 (Gatorade) Assorted flavors
- One (1) 6-Pack Coca Cola
- One (1) 6-Pack Coke Zero
- One (1) Quart Simply Orange (no pulp)
- One (1) Quart 2% milk
- One (1) Quart Dark Chocolate Almond Milk
- One (1) Nestle French Vanilla Sugar Free Creamer (Red Top)
- Twelve (12) Cans or Bottles import or micro brew beer (Guinness, Stella)
- One (1) bottle of red wine \$20+ (Malbec, Rioja, Temperanillo / Spain, Chili, Argentina)
- One (1) bottle of red wine \$20+ (Cabernet, Merlot or Shiraz)
- Two (2) boxes Keurig Kcups- MEDIUM ROAST (PIKES PLACE, ETC.)
- One (1) box Keurig Kcups- Van Houtte Decaf (Decaf Original House Blend)
- One (1) Box Emergen-C
- One (1) Box Throat Coat Tea
- One (1) Carton 100% Liquid Egg Whites
- One (1) Jar Low Fat All Natural Creamy Peanut Butter

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Revised 10/13/15

- One (1) Package Whole Wheat Tortillas (for making wraps)
- One (1) loaf Multi Grain Sliced Bread
- One (1) Jar Raspberry or Grape Jelly
- One (1) Pound assorted deli meats
- One (1) Pound assorted cheese slices
- Four (4) Blueberry Greek Yogurt, individual serving cups
- One (1) Bunch Medium Size Bananas
- Four (4) Apples - Fuji or Honey crisp
- One (1) Package Beef Jerky
- One (1) Box Cereal – Honey Nut Cheerios, Kashi Strawberry Fields, or Lucky Charms
- One (1) Box Instant Quaker Oatmeal Packs (Raisin, Date, Walnut flavor)
- One (1) Pam Cooking Spray or Canola Spray
- One (1) Roll Paper Towels
- (25) Paper Plates
- (25) Paper Bowls
- (25) 16 oz Red Solo Cups
- One (1) Box Assorted Utensils
- (25) 16 oz Paper Coffee Cups with lids

**OCCASIONAL RESTOCK / VENUE DOES NOT BUY:**

- One (1) 750ml Bottle of Crown Royal
- One (1) container Cinnamon
- One (1) Pam Cooking Spray or Canola Spray
- One (1) Bottle Cholula Original Hot Sauce

**BUS 3 - TBP BUS STOCK**

- Two (2) cases of bottled water non-carbonated (Fiji or Evian)
- One (1) box Keurig Kcups Coffee - Nespresso (based on availability)
- One (1) small bottle No Fat Hazelnut Coffee mate
- One (1) quart goat milk cartons only (No Canned shelf milk)
- One (1) gallon skim milk
- One (1) ½ gallon Unsweetened Vanilla Almond Milk
- One (1) six pack bottled Minute Maid OJ
- Six (6) assorted flavors of Gatorade
- One (1) All Natural or Organic Crunchy Peanut Butter
- One (1) Box Kashi Strawberry Fields Cereal
- One (1) Box of All Natural / Unsweetened Instant Oatmeal
- One (1) Bag of Organic Brown Rice Cakes
- One (1) Package Frozen Blueberries
- One (1) bag of Raw Almonds
- One (1) Box Puffs Tissues
- One (1) Box Gallon Size Ziploc Bags
- Two (2) Rolls Bounty all white "Select-a-size" Paper Towels
- One (1) 4-pack Charmin Mega Roll Toilet Paper
- (25) Paper Plates
- (25) Paper Bowls
- (25) 16 oz Red Solo Cups
- One (1) Box Assorted Utensils
- (25) 12 oz Styrofoam Coffee Cups, no Lids

## THE BAND PERRY

### MEDIA GUIDELINES

- TV may shoot the first thirty (:30) seconds of songs 1, 2 & 3 from FOH ONLY (soundboard area) unless designated differently by the tour or production manager. NO PHOTOS OR VIDEO ARE ALLOWED IN THE PIT AREA IN FRONT OF THE STAGE. \_\_\_\_\_(initials)
- Still photos are allowed from FOH ONLY (sound board area) unless designated differently by the tour or production manager during songs 1, 2, & 3. NO PHOTOS ALLOWED FROM THE PIT AREA IN THE FRONT OF THE STAGE. Photos are for editorial purposes ONLY and to promote The Band Perry and their appearance. Said photographs will only be used for bona fide purposes such as news reporting, reviews and magazine and other media articles or such other purpose as expressly agreed in writing by The Band Perry and/or their authorized representation. A photo credential does not grant the media outlet permission to sell photos taken of The Band Perry, and for the avoidance of doubt, you undertake that you will not assign, license or permit the use of the Photographs for any unauthorized purpose including but not limited to their inclusion in or use on unofficial merchandise. \_\_\_\_\_(initial)
- In the event that the Photographs are used in any unauthorized manner you confirm that you will enter into any documentation deemed necessary by The Band Perry in order to permit The Band Perry to take the appropriate action against any third party making unauthorized use of the Photographs or exploiting them in any way.
- Venue or promoter rep will escort TV and still photographers during designated songs.
- If venue/staff photographer is approved, that photographer must follow the above guidelines. Venue staff photographers may shoot for venue use ONLY. Venue staff photographers MAY NOT post images on a wire service or on their photography web sites without written consent from The Band Perry's management. Additionally, these photos shall NOT be used for venue marketing without permission IN WRITING from the band's representation.
- No backstage photography of The Band Perry inside or outside of their dressing room is permitted WITHOUT prior written permission from proper band representation.

- House Videographers shooting for future venue promotional/marketing use must follow the above guidelines as well as submit, in writing, a document stating where, when and for how long the footage will live. THE FOOTAGE MUST BE APPROVED BY TBP MANAGEMENT BEFORE USE.
- If an interview with The Band Perry has been approved and scheduled, crews are asked to use this time for interview only. All performance footage MUST ONLY be obtained at the designated time during the live show, not during the interview time please.

I acknowledge and accept that any breach of this agreement may result in legal action being taken against me

SIGNED \_\_\_\_\_ (PHOTOGRAPHER)

\_\_\_\_\_ (PUBLICATION)

DATED \_\_\_\_\_

The Band Perry Tour Publicist:

Shannon Cosgrove - (206) 948-3866 / [shannon@bbgunpress.com](mailto:shannon@bbgunpress.com)

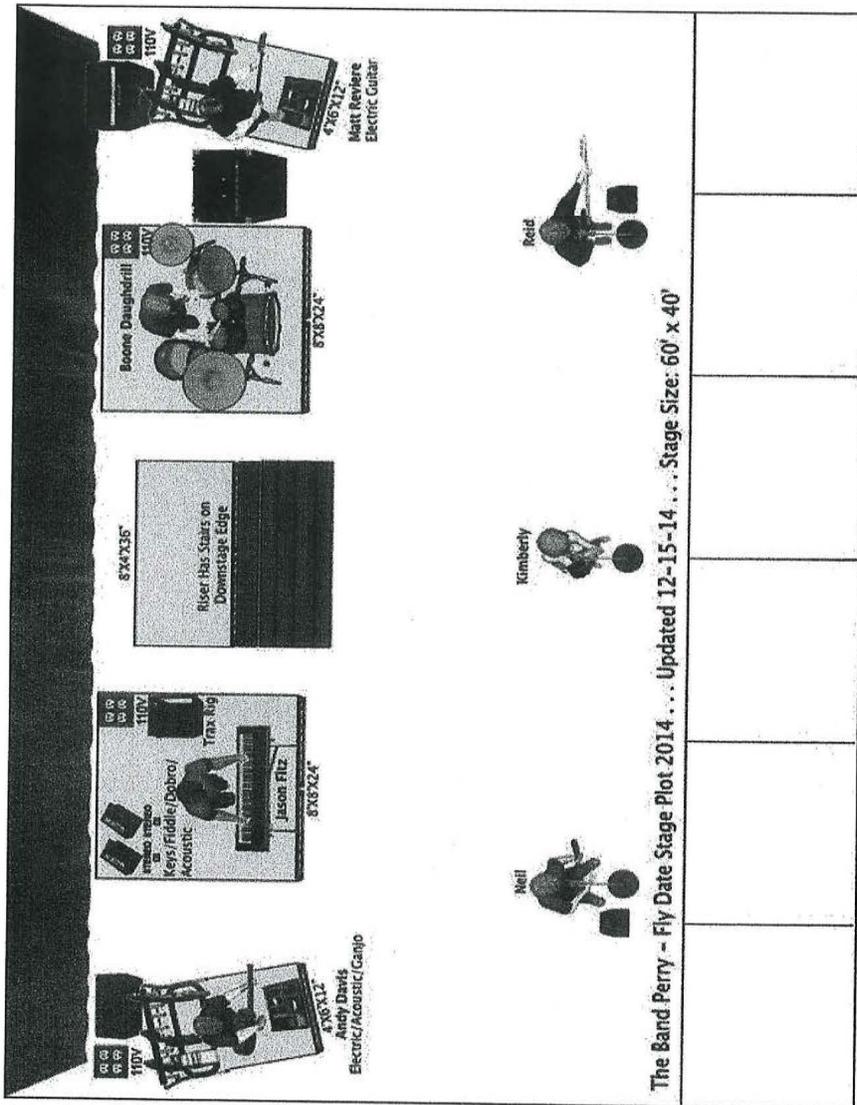
The Band Perry Tour manager:

Johnny Ellett - 512.657.2715 / [johnnyellett@gmail.com](mailto:johnnyellett@gmail.com)

The Band Perry Fan & Industry Coordinator

Ann -Carter Bloomfield - 228.217.2797 / [anncarterbloomfield@yahoo.com](mailto:anncarterbloomfield@yahoo.com)

The Band Perry buyer provides production rider  
Revised 10/13/15



The Band Perry buyer provides production rider  
 Revised 10/13/15

# THE BAND PERRY

2015 FLY PLAN v.8.15

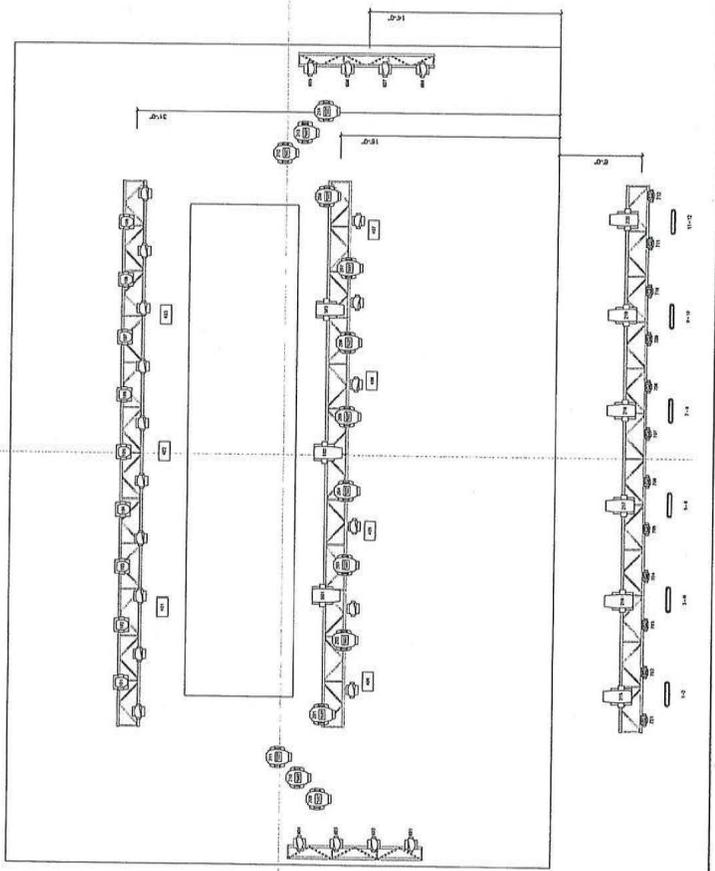
Spot Color  
 Frame 1: L205 + L249  
 Frame 2: L142

Contact:  
 Jay Waddell  
 Lighting Director  
 773 844 0224  
 waddell.jay@gmail.com

Earl Neal  
 Production Manager  
 615 403 8336  
 earl@linearsystems.com

Legend	
VL 3000 SPOT	9
Misc Viper (8 Air / 6 FU)	14
QLP X4 or Misc Aura	24
Martin Mac-Aura (CS)	12
Clay Paky Sharpy	9
Martin Atomic Strobe	7
4 Lite Mole (2 over 2)	6

The Band Perry	
Contract	Per
FLY Rig Moving Plot	Per
Contract	Per
Symbol	Per
Rev	Rev
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# THE BAND PERRY

## 2015 Moving Light Requirements

### Contact:

Earl Neal  
Production Manager  
615-403-8336  
[earl@inearsystems.com](mailto:earl@inearsystems.com)

Jay Waddell  
Lighting Director  
773-844-0224  
[waddell.jay@gmail.com](mailto:waddell.jay@gmail.com)

Local vendor to supply the following lighting equipment. (see plot for placement and trim heights)

- 9 Vari Lite VL3000 spots
- 14 Martin Mac Viper Profile (Ext Mode)
- 24 GLP X4 or Martin Mac Aura (US/MS/SR/SL) (Ext or Hi Res Mode)
- 12 Martin Mac Aura (DS Truss) (Ext mode)
- 9 Clay Paky Sharpy (20 Ch)
- 7 Martin Atomic Strobe
- 6 4 Lite Mole fay (2 over 2)
- 2 Grand MA2 Lite Lighting Console running **software version 3.0.0.5**
- 4 DF 50 Hazer with fans
- 6 1200w follow spot with color per plot  
\*\*Follow spots should be bright enough to generously light 3 principle artists
- 9 Double Muff Headsets at the following locations - 6 followspots, 2 FOH, 1 Dimmers
- 1 60' x 40' black backdrop hung on its own truss that can be moved independently of the rest of the rig.

All necessary dimming, cabling, rigging, safety equipment.

Notes:

Acceptable substitutions for moving profiles are Martin Mac 2000 Profile, Mac Viper, VL 3000. Beyond that please contact the Lighting Director to discuss options.

See plot for truss placement, measured from the DS edge of the stage, and trim heights will be determined on DOS with Lighting Director.

Follow spots should be located as close to center as possible and elevated from ground level to provide as close to a 45 degree angle throw to stage as possible.

It is the vendors responsibility to supply all necessary climbing hardware, fall arresters, climbing harnesses and safety gear to conform to national, stage, and local standards.

FRONT OF HOUSE should be located as close to center as possible directly behind the Audio Mix position on an 8' x 12' x 2' riser. Please provide 2 sturdy 8' tables on the riser, 2 chairs, and stairs to access the riser.

Please have a patch sheet prepared and emailed to the lighting director at least 14 days prior to the show date.