

# **TONY ORLANDO**

**ARTIST RIDER**

**2010**

## ARTIST RIDER

This rider ("Rider") is attached to and made part of the contract (the "Contract") between Michael Cassavitis D/B/A Tony Orlando, ("Producer" or "Artist") and the purchaser of said services ("Purchaser") as defined on the face of the Contract in connection with Artist's performance(s) at the venue(s) described therein (the "Venue" or the "Engagement").

Producer and purchaser hereby agree to the following additional terms and conditions:

### 1. BILLING/ADVERTISING

#### a. HEADLINE ACT

Unless otherwise stated to the contrary in the Contract, Artist shall receive one hundred percent (100%) sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquis. Producer shall have approval over each of the foregoing. No other name or photograph shall (i) appear in equal or larger type with respect to size, thickness, boldness or prominence than the type afforded Tony Orlando; nor (ii) shall appear on the same line or above the name or likeness of Artist. Producer shall have the right of approval over any likeness used by Purchaser in advertising or promotion of the Engagement, which approval Producer will exercise in a reasonable manner.

Artist shall be advertised as follows,

**TONY ORLANDO 100%**

Artist's musical director shall receive the following billing in any and all publicity and advertising in connection with Engagement: \_\_\_\_\_

#### b. SUPPORT ACT

Purchaser agrees to provide and pay for a supporting act to be mutually agreed upon between Artist and Purchaser, if no supporting act can be mutually agreed upon, the Artist shall perform in concert.

Artist shall be the closing performer on each show during the engagement hereunder.

#### c. ADVERTISING

**Producer shall have approval over all advertising and promotions.** Purchaser must obtain and agrees to use all ad mats, photographs and other material provided by Producer.

Upon sell-out of Engagement, Purchaser shall promptly stop all advertising in connection therewith.

### 2. SERVICE

Purchaser agrees that there will be no food, beverage or other service (other than presenting checks) in the showroom during any performance by Artist.

**3. MUSIC**

Purchaser shall procure and pay for all music performing rights licenses through ASCAP, BMI and/or SESAC.

**4. PERFORMANCE TIME**

It is agreed that Artist shall perform approximately one (1) hour and ten (10) minutes per show. However, in the event Artist performs in concert, then he shall be afforded a maximum of one (1) hour and thirty (30) minutes per show.

**5. CANCELLATION**

Producer shall have the right, in it's sole discretion, to cancel the Engagement without liability to Purchaser, by giving Purchaser notice thereof at least thirty (30) days prior to the start of the Engagement.

**6. FORCE MAJEURE**

If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus and monies called for in contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall include Artist or any member thereof.

**7. INCLEMENT WEATHER**

Producer's obligations hereunder shall be excused and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price plus any percentage monies called for in the Contract.

**8. STAGING**

Purchaser shall provide and pay for an adequate stage suitable for its intended purpose. Without limiting the generality of the foregoing, said stage shall be designed and constructed in order to accommodate Artist's production requirements including those contained in the attached Artist Production Rider (if any).

If the engagement is intended to be performed outdoors, Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Artist and their crew) from inclement weather and dangerous conditions resulting there from. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Artist shall have sole right to determine in good faith whether such covering and grounding is adequate.

This provision is subject to the terms of the attached Artist Production Rider (if any).

**9. CREATIVE CONTROL**

Producer shall have exclusive control over all creative elements of the engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers (including master of ceremonies and welcoming speakers) and their length of performance, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film or video tap played to patrons at any time during the Engagement including prior to performance and during intermission (if any).

**10. ANCILLARY RIGHTS**

**a. RECORDING**

Purchaser agrees that Artist's performance hereunder, including any part thereof, shall not be broadcast, photographed, recorded, filmed, taped or otherwise reproduced in any form, by any method, for any purpose, without Producer's prior written consent. Purchaser shall deny entrance to the Venue to any persons carrying audio, film or video recording devices including, without limitation, patrons, press and Purchaser's staff. In furtherance thereof, Purchaser shall place large signs at all Venue entrances describing this prohibition.

If Purchaser, its agents, employees or contractors reproduce or cause or allow to be reproduced, Artist's performance (or any part thereof) in film, tape or in any other form, upon demand by Producer, Purchaser shall deliver all of the same (together with any and all masters, negatives and copies thereof) to Producer at Purchaser's sole cost and expense. The foregoing shall be in addition to all other rights and remedies available to Producer and Artist, which are hereby reserved.

Notwithstanding the foregoing, Producer shall have the sole and exclusive right to record (audio and/or visual) Artist's performance at no cost to Artist. Purchaser shall secure, at no cost to Artist, all approvals, consents and the like required by any third parties in connection therewith including, without limitation, those required by the Venue, and any unions or guilds.

**b. RIGHT OF PUBLICITY**

Except as otherwise agreed in writing, nothing contained herein is intended, nor shall it be construed, to grant Purchaser any rights in connection with the use of the name, voice, likeness or logo or biographical information of Artist or any member thereof.

**c. MERCHANDISING**

Producer, or its designee, shall have the sole and exclusive right, without obligation to any party, to sell and distribute merchandise of any kind at the Engagement including, without limitation, merchandise containing the name, voice, likeness and logo of Artist and any member thereof (collectively "Artist's Merchandise"). Unless otherwise agreed to in writing, Producer shall retain one hundred percent (100%) of the gross receipts resulting from the sale of Artist's Merchandise. Purchaser shall provide, at its sole cost, well-lit, secure, prime locations for merchandising. Artist shall have sole approval over any vendors selling Artist's Merchandise. Purchaser shall, at its sole cost, prohibit the sale or distribution of all unauthorized or so-called "bootleg" merchandise on or adjacent to the venue.

**d. CONCESSIONS**

The sale of food and drinks at the Engagement shall be limited to areas located outside of the performance area and shall not be visible from the stage. If alcoholic beverages are sold or distributed at the Engagement, then Purchaser assumes the sole liability for all damage or injury to persons or property in connection therewith.

**e. SPONSORSHIP**

(i) Purchaser/Venue Sponsors

All forms of sponsorship secured or obtained by Purchaser and/or the Venue relating to the Engagement, whether part of an ongoing series or specifically for the Engagement, and are subject to the following:

All such sponsorship must be approved by Artist no later than fourteen (14) days prior to the Engagement:

To the extent Producer consents to sponsorship as stated above, the terms of Producer's consent thereto shall be subject, in part to the following conditions: (i) sponsorship shall not be used directly or indirectly to suggest that Artist, or any member thereof, endorses, uses or otherwise is associated with products or services of any sponsor(s); (ii) banners or other signage should not be located within the performance area including areas on, above, or near the stage; and (ii) Artist shall retain creative approval over same. The term "sponsorship" as used herein, shall be given the broadest possible definition and shall include, without limitation, all use or references to the name, logo or likeness (as applicable) of any product, service, business, person or any other entity (apart from the name or logo of Purchaser), whether or not Purchaser receives compensation in connection therewith. The foregoing shall include, without limitation, posters, handbills, newspaper and radio ads, promotional items, tickets and the like.

(ii) Artist Sponsors

Notwithstanding the foregoing, Artist shall have the right to secure sponsorship agreements in connection with the Engagement. Artist shall have the right (at no cost to Producer or Artist) to implement the terms thereof including, without limitation, the right to (i) place banners or other signage within the venue; (ii) cause said sponsors to be used in any promotions or advertisements relating to the engagement; and (iii) retain creative approval over the implementation of same.

**11. LIABILITY**

Except as otherwise specifically provided herein, Purchaser assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities and/or damages related to or based upon the presentation or production of the Engagement.

**12. SETTLEMENT**

**a. TICKET MANIFEST**

Purchaser shall deliver to Producer's agent International Creative Management at least two (2) weeks prior to the Engagement, a plot plan and printer's manifest of the Venue (including a notarized, signed statement from ticket printer, listing amount of tickets printed at each price); provided that Producer or its agent's failure to request, review or comment on same shall not be deemed a waiver of Purchaser's obligations or Producer's rights herein. (If a computerized system such as TicketMaster is not used, Purchaser agrees to provide Producer, at the Engagement, with all unsold tickets for Producer to count and verify). Purchaser shall also deliver to producer, during the Engagement, all reports, of any kind, available to Purchaser from ticket agency (e.g. TicketMaster) which describe seats at the Venue whether or not such seats are available for sale (collectively "Manifests"). These Manifests shall include, without limitation, box seats, corporate seats, luxury seats, standing room seats and subscription seats.

Producer shall be compensated for all tickets listed on Manifests as being sold (at the price stated on the face of the Contract) less (i) approved complimentary tickets (Pursuant to this Rider); and (ii) any unsold tickets presented to Producer at the engagement. In addition, Producer shall be compensated for all seats located in the Venue which are occupied during the Engagement but not listed on the Manifests (including, without limitation, corporate box seats and permitted standing room); such seats shall be deemed sold for not less than the highest price for which the Venue is scaled.

**b. TICKETS**

Producer shall have approval over the sale of tickets including, without limitation, ticket price (including any discounts and premiums), facility fee (if any), and on sale date. Purchaser shall not sell tickets to the Engagement as part of a subscription or other type of series of other concerts, without Producer's written consent. All tickets printed under the Manifests shall be of the one stub, one price variety. No tickets shall be sold for seats located to the rear of the stage where the stage and equipment on stage is obstructing normal eye-level viewing of Artist's performance, unless the location of the seat is clearly indicated on the ticket as "impaired vision" or "behind stage." Purchaser shall be solely responsible for counterfeit tickets and Producer shall be deemed to be paid on said tickets. If Purchaser requests or causes tickets to be "pulled" Purchaser shall be solely responsible for same as if said tickets were purchased, even if Purchaser attempts to return said tickets.

**c. ACCESS TO BOX OFFICE**

Producer shall have the right to enter the box office at any time (before, during and after the performance) to examine and make extracts from the box office records of Purchaser relating to the gross receipts of the engagement.

Purchaser shall provide Producer with a written box-office statement (certified and signed by Purchaser) within two (2) hours following the engagement.

**d. BREACH**

If Purchaser sells tickets above the authorized ticket price(s) or otherwise sells tickets above the capacity of the Venue (as stated on the face of the contract), then Purchaser shall be deemed in material breach of contract. In such event, Producer shall receive one hundred percent (100%) of the additional gross box office receipt resulting there from. The foregoing shall be in addition to all other rights and remedies available to Producer and Artist, including those defined in the Rider, which rights and remedies are expressly reserved.

**e. EXPENSES**

If expenses are used to calculate the monies payable to the Producer, then the following shall apply:

- (i) Producer shall have approval over all expenses. As a condition to Producer granting such approval, Purchaser agrees to only submit actual expenses based on original invoices (not copies). In addition, Purchaser agrees to submit to Producer all original contracts applicable to the Engagement including, without limitation, contracts for the following: hall rent, production, catering, ticket commissions, insurance, advertising and Security.
- (ii) If the expenses submitted by Purchaser exceed the anticipated expenses (agreed to by the parties in writing prior to the Engagement), then the expenses exceeding the anticipated amount shall not be accepted. However, if such expenses are less than the anticipated expenses, then the lesser amount shall be applicable.
- (iii) Advertising invoices must include original invoices; only net-advertising invoices are acceptable (regardless of whether an in house or outside ad agency is used). No fees will be allowed for public relations or promotions firms. Original tear sheets must accompany all print invoicing.
- (iv) Without limiting the generality of the foregoing, the following expenses are not acceptable: (aa) any costs related to Purchaser's employees such as payroll, transportation and accommodations; (bb) clean-up costs; and (cc) any damages related to the use of alcohol by patrons.

**f. FINAL PAYMENT**

Final payment should be made out to **Michael Cassavitis D/B/A Tony Orlando**

**13. COMPLIMENTARY TICKETS**

**a. PURCHASER COMPS**

Unless otherwise agreed to in writing, Purchaser shall not distribute more than 1% of the Manifested seating as complimentary tickets for each show. If the Venue contains reserved seating, then said tickets shall be distributed one percent (1%) from reserved and one percent (1%) from general admission (if it exists). Purchaser shall supply Producer with a verifiable statement detailing to whom each complimentary ticket was given. The foregoing is subject to the terms of the attached Artist Production Rider (if any).

Each of Purchaser's complimentary ticket shall be issued only as a fully punched ticket. Purchaser agrees to supply proper radio, television and newspaper personnel with complimentary tickets from this allotment. If Purchaser distributes any complimentary tickets above the foregoing allotment, or otherwise sells tickets at a discounted price, then Purchaser shall be deemed to have purchased such tickets at the maximum, day of show ticket price (or maximum offered ticket price if there is no day of show price). All complimentary tickets must be stamped "Comp Ticket."

Notwithstanding the foregoing, Producer shall have approval over all so-called ticket "give-a-ways" and ticket "trades" used to advertise the Engagement. IF such approval is granted, tickets shall only be distributed on an equal, one to one basis in exchange for advertising time. By way of example, if the face value of a ticket is \$20.00, then this shall apply to \$20.00 worth of advertising. Purchaser shall provide Producer with original invoices confirming said transactions.

**b. ARTIST COMPS**

Purchaser shall provide Artist with twenty (20) complimentary tickets for each performance of the engagement located in prime locations.

**14. BREACH**

Each of the terms and conditions of this Rider and Contract is necessary and essential for Producer's full performance of its obligations hereunder. Accordingly if Purchaser refuses or neglects to fulfill all of the terms and conditions contained in the Rider or the Contract (including, without limitation, the payment of any monies due and any services and items required hereunder) then Purchaser shall be deemed in material breach of contract. In such event, Producer shall have the right, without waiver of any other rights and/or remedies, all of which are reserved: (i) to refuse to perform this contract; (ii) to cancel the engagement; and (iii) to retain any amounts paid to Producer as partial compensation.

If on or before the date of the Engagement, Purchaser has failed, neglected, or refused to perform any contract with any other performer or entity, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory (in Producer's good faith opinion), Producer shall have the right to demand immediate payment of the full contract price specified herein. If Purchaser fails or refuses to make such payment immediately, Purchaser shall be deemed in anticipatory breach of contract. In such event, Producer shall have the right, without further obligation to Purchaser (i) to refuse to perform the Contract; (ii) to cancel the engagement; (iii) to retain any amounts paid to Producer as partial compensation; and (iv) Purchaser shall remain liable to Producer for the full contract price, including



any percentage monies due. The foregoing is in addition to all other rights and/or remedies available to Producer or Artist in law and/or equity.

**15. INDEPENDENT CONTRACTOR**

The relationship between Producer and Purchaser is that of independent contractors. Accordingly, nothing in this contract is intended, nor shall it be construed to constitute the parties as a partnership, joint venture, employee/employer relationship, principal/agent relationship or other relationship and neither party shall represent itself to third parties as such. Producer and Artist shall not be liable in whole or in part for any obligation incurred by Purchaser in carrying out its obligations hereunder.

**16. INDEMNIFICATION**

Purchaser agrees to indemnify and hold harmless Producer and Artist and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement; or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.

**17. TAXES**

Purchaser shall pay, at its sole cost, any taxes, fees, dues, levies and the like relating to the Engagement and sums payable to Producer shall be free of same. The foregoing shall not apply to any Federal or State income taxes imposed by law on Producer or Artist for Engagements performed within the United States (unless otherwise stated on the face of the Contract) but shall apply to all other forms of taxes including, without limitations, any business occupations tax or any value added tax ("VAT").

**18. CHOICE OF LAW AND FORUM / ATTORNEYS' FEES**

This Rider and Contract shall be deemed made and entered into the State of California and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The State or Federal courts located in Los Angeles County, California shall have the exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts. In such event, the prevailing party to such dispute shall have the right to be reimbursed by the other party for reasonable attorneys' fees.

**19. INTERNATIONAL TRAVEL**

If the Engagement is to be performed outside the continental limits of the United States, Purchaser agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable Artist, entourage and their equipment to enter and leave the country of the Engagement and for Artist and Artist's performers to render their services hereunder. Purchaser shall cause the foregoing to be provided to Producer (or to such location as directed by Producer in writing) in a timely manner. To the extent Purchaser requests any information or documents from Artist or Producer in connection therewith, such a request shall be in writing and shall be made in a timely manner.

## **20. INSURANCE**

Purchaser shall provide, at its sole cost, Commercial General Liability insurance covering any claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the Venue, but shall not be less than One Million U.S. Dollars (\$1,000,000.00) aggregate per occurrence and One Million U.S. Dollars (\$1,000,000.00) per event, placed with an insurance carrier acceptable to Producer. Said insurance shall be in full force and effect at all times Producer, Artist or any of their respective Employees, agents or contractors (or any of their respective equipment) is or are at the Venue. Purchaser shall cause Producer, Artist and each of their respective agents and employees to be listed as additional insured's in connection with the foregoing insurance policies.

Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation insurance covering all of the Purchaser's employees, subject to the requirements of the applicable state or foreign law.

Purchaser shall provide certificates of insurance evidencing the above policies to Producer, at least fourteen (14) days prior to the start of the Engagement. Producer's failure to request, review or comment on such certificates shall not affect Producer's rights or Purchaser's obligations hereunder.

## **21. SECURITY**

Purchaser is solely responsible for providing security in connection with the Engagement. To the end, Purchaser shall provide and pay for adequate security for the protection of all persons and property in connection with the engagement including, without limitation, Producer, Artist, (and each of their respective agents, employees, contractors and equipment) and patrons. The foregoing is in addition to any other security requirements of Producer contained in the attached Artist Production Rider (if any).

## **22. LICENSES / PERMITS**

Purchaser shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations and the like required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement; and (ii) Artist's/Producer's exercise of any rights granted herein. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, due and fees applicable thereto. Upon request, Purchaser shall provide producer with evidence of the foregoing; provided that Producer's failure to request or review same shall not be deemed a waiver of Purchaser's obligations or Purchaser's rights hereunder.

## **23. GENERAL REQUIREMENTS / PRODUCTION RIDER**

Except as otherwise agreed to by the parties in writing or as otherwise stated in the attached Artist Production Rider, Purchaser shall provide, at its sole cost, all elements of the production as required by Artist including, without limitation, catering, dressing rooms, internal ground transportation, sound, lights and back line equipment.

That Artist Production Rider attached hereto shall be made a part hereof and Purchaser agrees to fulfill or cause to be fulfilled, at its sole cost, all terms or conditions contained therein.

**24. ADDITIONAL REPRESENTATIONS AND WARRANTIES**

Purchaser represents and warrants that: (i) it has the right and authority to enter in this Rider and Contract and to fully perform its obligations contained herein; (ii) it has the right to grant the rights granted herein and that Artist's/Producer's exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party; (iii) all goods, equipment and other materials provided by Purchaser (or at its request or direction) shall be safe, fully operational, and will not cause injury or damage to any person or property; and (iv) that all persons provided by Purchaser (including, its agents, employees and contractors) shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property. The undersigned warrant and represent that they are authorized to execute this Rider and Contract on behalf of the respective parties.

**25. RETURN OF CONTRACT**

Purchaser agrees to sign and return this Rider and Contract to Producer's agent, fifteen (15) days from the date of the contract; otherwise Producer shall have the right to cancel the Engagement upon notice thereof without liability. Producer's failure to exercise its right to cancel the Engagement upon the completion of said 15 day period shall not be deemed a waiver of Producer's right to cancel the engagement at any time thereafter.

**26. MODIFICATION / ASSIGNMENT / MISC.**

This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Rider and Contract (or any part thereof) may not be changed, modified, or waived except by a signed, written agreement of the parties. Nothing in this rider or contract shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over the services of Artist or the Engagement. Whenever there is any conflict between any provisions of this rider and contract and any law, rule or regulation, said law rule or regulation shall prevail, and this Rider and Contract shall be modified to the extent necessary to eliminate such conflict. This Rider and Contract may not be assigned without the written agreement of the parties; otherwise, any such attempted assignment shall be deemed null and void.

**27. NOTICES AND CONSENTS**

All notices, consents, approvals, agreements and the like given in connection with this Rider and Contract shall not be effective unless contained in writing, signed by the party giving same.

**28. PARAGRAPH HEADINGS**

Paragraph headings are used herein for convenience only and shall not be used to interpret this Rider.

**AGREED TO AND ACCEPTED:**

PURCHASER

PRODUCER

BY: \_\_\_\_\_

BY: \_\_\_\_\_

## **TONY ORLANDO PRODUCTION / TECHNICAL RIDER**

### **ACCOMODATIONS:**

Purchaser shall furnish Artist with the following accommodations at a first class hotel, preferably on-site, at Purchaser's sole cost and expense one day prior to appearance date and during the Engagement:

- A. One (1) Two-Bedroom star suite for Tony Orlando.
- B. Eleven (11) single rooms.
- C. High-speed Internet service (access/hook-up) provided at Purchaser's sole cost and expense.

### **ADDITIONAL COMPENSATION:**

Purchaser agrees to supply at its sole cost and expense the following:

All ground transportation (airport to hotel, hotel to airport, hotel to Venue) for load-in, sound check, rehearsal and show. Artist requires one (1) limousine, one (1) twelve (12) passenger van and one (1) cargo van. One (1) "runner" to be at Production Manager's disposal during load-in.

### **DRESSING ROOMS:**

Purchaser shall provide Artist with one (1) Star dressing room during the Engagement, as well as adequate dressing room facilities for Artist's musicians and singers.

Purchaser shall provide and pay for food and beverage in all dressing rooms. Mike Jackson will approve stocking of each dressing room. (Please see Catering Requirements in this Rider).

**TONY ORLANDO**  
**TECHINCAL RIDER**  
**2010**

**1. AGREEMENT:**

PURCHASER understands that ARTIST cannot perform without the following items, which PURCHASER shall provide at his sole expense.

**\*\* EVENT CONTACTS:**

\*Tour Manager: (Show Advance)

Mike Jackson (417)263-0500 cell.

Email: Tonyorlandoproduction@yahoo.com

\*Personal Management/Public Relations:

David Brokaw (310)273-2060

**2. SPECIFICATIONS:**

PURCHASER will supply a complete breakdown of technical equipment and specifications of venue. These specs shall include size and dimension of stage, schematic diagrams of the theatre and stage (including exits, load-in area, etc.) load capacities, rigging system, lighting system, sound system, etc.

**3. STAGE:**

PURCHASER shall provide a covered stage 48' wide by 32' deep and 3' high. If the sound system is not suspended from the ceiling, additional stage wings of at least 8' x 8' and 6' high will be supplied stage right and left. The stage will be equipped with stairs center stage for access to audience.

(Note: ARTIST understands that stage size may vary due to private events.)

PURCHASER shall provide risers and/or platforms as follows:

Self contained:         1 - 8' x 8' x 24"

                              2 - 8' x 8' x 12"

**4. SETUP:**

There should be direct access to stage for loading and unloading of equipment. Purchaser agrees that the venue in which the shows are held shall not be open to the public prior to one hour before Showtime.

Further, said Venue shall be available for set-up at least 12 hours prior to Showtime.

(Artist understands that this frame may vary due to private events.)

**5. STAGE HANDS:**

Purchaser, at his sole expense, shall provide a minimum of five (5) qualified stagehands to set up and strike lights, sound equipment, instruments, props and other necessary equipment. The Stagehands shall be at the load-in call and remain through the duration of the performance.

## TONY ORLANDO TECHNICAL RIDER (CONT'D)

### 6. SHOW PERSONNEL:

Purchaser shall provide qualified and experienced show personnel as follows:

- (1) Sound Technician capable of operating FOH mixing console for show
- (1) Sound Technician capable of operating monitor console for show
- (1) Light Tech. capable of operating and programming control board for show
- (2) Spot Operators; Must be experienced

### 7. SOUND CHECK AND REHEARSAL:

A. ARTIST requires a (3) three hour rehearsal and sound check with band or orchestra on day of the first performance. Time will be determined with Tour Manager.

**\*\*\*ARTIST requests that all production equipment including Stage, Sound, Lights, Riser's, Backline Equipment, Stage Props, etc. be set up and in place according to ARTIST'S stage diagram before the arrival of ARTIST'S production crew.**

B. If there a multiple performance days, PURCHASER agrees to provide the ARTIST or ARTIST'S crew access to the stage approximately (1) one hour in length for a sound check or line check prior to the first performance of each day. Time will be determined with Tour Manager.

### 8. MUSICAL INSTRUMENTS:

Purchaser is to provide and pay for rental of the following:

- Please refer to the TONY ORLANDO BACKLINE LIST in this Rider.

### 9. ELECTRICAL:

PURCHASER shall provide the following electrical power, earth grounded with nominal zero earth potential:

- SOUND: 4 wire 11/230 volt AC 1 phase at 100 amps per leg and isolated from the lighting power source
- LIGHTING: 5 wire 120/208 volt AC 3 phase at 400 amps per leg.

### 10. SOUND SYSTEM: NOTE: We DO NOT carry front house or monitor engineer.

- PURCHASER shall supply a state of the art sound system to be approved by the ARTIST'S sound person prior to the Engagement. System must be bi-amplified (preferably tri-amplified) high Q design employing horn loaded bass cabinets, constant directivity horns and wide dispersion tweeters. All components must be free from distortion and defects.
- System should be set up so as to provide even coverage and must be capable of producing a level of 118 db SPL at house mixing position with a frequency response of +/- from HZ to 15kHz.
- System must be set up in a stereo configuration, and with a center cluster in addition to the left and right systems wherever setup allows for such.

## TONY ORLANDO TECHNICAL RIDER (CONT'D)

- The event house mix console may have to be positioned in a place where there are usually seats. Such seats must be removed in order to make room for the mix electronics. The consoles and outboard equipment together with room for operators will require the use of approximately 6 to 8 feet per 3 rows.
- Under no circumstances shall the house mix position be placed under or in any balcony or be elevated more than 3 ft above the floor.

House mix must be located approximately 2/3 distance from apron of stage center. It must contain the following:

**House P.A:** System should be considered an "A" system  
F.O.H. console 40 input min. with 8 stereo sub groups  
Sample: Soundcraft (series 5), Yamaha 4K, Midas XL-250 etc.  
EQ's Klark Teknik DN-360s  
F.O.H. compressors dbx 266 x 8 inserts available  
Gates: 8 inserts available  
HFX: Lexicon, T.C. electronics, Yamaha SPX series  
An adequate loudspeaker management system should be used  
BSS omni-drive Eaw processing etc.  
Note: House system should provide at least 115db at mix position clean and sustained.

**Microphones:** **Three Shure Wireless Beta 58's or SM58's and hard wired vocal mics must be Beta 58's or SM 58's. (ABSOLUTELY NO SUBSTITUTIONS)**

**Speakers:** 3 way sample Eaw KF 850, KF 750 4 on 4  
\*Where can't be flown KF 853 on top row of 4 may be used

**Subs:** SB 528s SB 1000s

**Monitor System:** Console 40 x 12 sample SM-12, SM-24 assigned post fader on channels  
Bi Amp or Tri Amp only

**EQ:** DN 360's Klark Teknik

**Side fills:** 2 EAW or JBL 2-15" w/ 2" Horn (per side)  
\* Side fills must provide a minimum of 105db continuous at center stage without coloration!

**Floor Wedges:** 10 EAW 1-12" w/2" Horn or EAW 2-12" w/Horn (**absolutely no full range, co axle or self powered wedges**)

**Drum Wedges:** 1 EAW 1-12" w/2" Horn and  
1 15" sub box or equivalent to

**Bass Wedge:** 2 EAW 1-15" w/ 2" Horn

**11. LIGHTING: NOTE: We DO NOT carry an Lighting Director**



## **TONY ORLANDO TECHNICAL RIDER (CONT'D)**

In addition to the normal stage lighting equipment (conventional lighting and moving light console, lamps, fixtures, etc.) PURCHASER or venue shall provide a Lighting Director capable of lighting a professional stage show. ARTIST requests a professional light show with good color washes and adequate lighting to individually Spot light the band.

A moving light programmer may be requested depending on time and what moving lights/consoles are being used, also the appropriate amount of lighting crew will need to be available for focusing and any pre-show change.

### **SPOTLIGHTS:**

2 Spotlights Super Trouper quality and operators for spots

### **12. CHRISTMAS PERFORMANCES ONLY:**

PURCHASER shall provide to ARTIST, at PURCHASER'S sole cost and expense

- (2) 9' Christmas tree with white lights
- (9) Large Poinsettia Plants
- 50' of Green Garland
- 100 Miniature Christmas Lights

**\*\*\*ARTIST requests that all Christmas Props be set up and in place according to ARTIST'S stage diagram before the arrival of ARTIST'S production crew.**

**TONY ORLANDO TECHNICAL RIDER (CONT'D)**

**Tony Orlando Rooming List**

Tony Orlando	Two-Bedroom Suite (**w/internet access)	Non-Smoking
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**(This is a Suite with access to two bedrooms – second bedroom can be adjoined by connecting door)**

Mike Jackson	King (**w/internet access)	Non-Smoking
David Cassavitis	King (**w/internet access)	Smoking
Dave Shortt	King (**w/internet access)	Smoking
Tracy Cole	King (**w/internet access)	Non-Smoking
Kerry Cole	King	Non-Smoking
Toni Wine	King	Non-Smoking
Dane Braden	King	Non-Smoking
Melanie VanBurch	King	Non-Smoking
Dave Thompson	King	Non-Smoking
Robbie Keller	Double	Non-Smoking
Kevin Schroeder	Double	Non-Smoking

**\*\*NOTE\*\***Internet access to be provided by buyer for production purposes.

Please specify with Hotel Management that Mike Jackson (tour manager/production manager for the Tony Orlando Entourage) have full and complete access to all rooms and room keys under this group. This may include placing Mike Jackson's name on each room under some conditions.

## TONY ORLANDO TECHNICAL RIDER (CONT'D)

### Tony Orlando Catering Requirements

#### Meals

Casino: Meal Passes/Meals provided at Venue in Restaurant or Buffet Dining.

Other Venues: Lunch (Normally served before Soundcheck) Hot lunch or Soup/Salad/Sandwich

Dinner (Normally served after show) Hot Meal, Chicken/Beef, Vegetables, Salad and Rolls

#### Backstage Catering:

Thirty (30) minutes prior to Tony Orlando tech. arrivals for Set up:

Coffee, Bottled Water, Coke/Pepsi, Diet Coke/Pepsi, Dr. Pepper, Bottled Orange Juice, Bottled Apple Juice, Clean Ice, Cups or Glasses, Crystal Light – Lemon and Fruit Punch (individual packets) \*\*\*All Cold Drinks on Ice

\*\*\*These items need to stay out until sound check is complete.

One (1) hour prior to Showtime:

Tony's Dressing Room:

Coffee, Bottled Water, Coke/Pepsi, Diet Coke/Pepsi, Bottled Orange Juice,

Two (2) Large Bath Towels

Mirror with adequate lighting

These items can be in a central location (Green Room or near the stage) for the entire group.

1 Meat Tray

1 Fruit/Vegetable Tray

Coffee, Bottled Water, Coke/Pepsi, Diet Coke/Pepsi, Dr. Pepper, Bottled Orange Juice, Bottled Apple Juice, Clean Ice, Cups or Glasses, Crystal Light – Lemon and Fruit Punch (individual packets) \*\*\*All Cold Drinks on Ice

Ten (10) clean White or Black Hand towels.

\*\*\*These items need to stay out until departure of Tony Orlando and group.

TONY ORLANDO TECHNICAL RIDER (CONT'D)

**Tony Orlando Input List 2010**

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Channel	Input Item	
1	Kick	
2	Snare	
3	Hat	
4	Rack	
5	Floor 1	
6	Floor 2	
7	OHL	
8	OHR	
9	Bass Guitar	Direct Box
10	Electric Guitar	Mic
11	Acoustic Guitar	Direct Box
12	Key 1 Left	Direct Box
13	Key 1 Right	Direct Box
14	Key 2 Left	Direct Box
15	Key 2 Right	Direct Box
16	Key 3 Left	Direct Box
17	Key 3 Right	Direct Box
18	V-Drum Module (Christmas Only)	Direct Box
19	Guitar Vocal	SM58
20	Drum Vocal	SM58
21	Key 1 Vocal	SM58
22	Key 2 Vocal	SM58
23	Santa Vocal	Wireless SM58
24	Star Spare Vocal	Wireless SM58
25	Star Vocal	Wireless SM58

TONY ORLANDO TECHNICAL RIDER (CONT'D)

**Tony Orlando Back Line Gear 2010**

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MICS	3	SM 58 Wireless Mics ( <b>no exceptions</b> )
BASS	1	Gallien-Krueger 800 Head
	1	4x10 Hartke Cabinet (Top)
	1	15" Hartke Cabinet (Bottom)
	1	5 string bass (backup Music Man, Fender, etc.)
GUITAR	1	Flexitone II or III Line 6 - 2x12 w/floorboard (Please no Line 6 Spider)
	1	Gibson Les Paul (Backup)
	1	Wireless Guitar System
	1	30' guitar cord
KEYS 1	1	Korg Trinity w/sustain pedal – Top (On APEX Stand)
	1	Motif 8 (ES or XS) w/sustain pedal - Bottom
	1	Taylor Electric Acoustic Guitar ( <b>Absolutely No Ovation</b> )
KEYS 2	1	PC 88 w/sustain pedal
KEYS 3	1	Motif ES or XS7 w/sustain pedal – Top (On APEX Stand)
	1	RD700 w/sustain pedal - Bottom (SX series OK)
DRUMS	1	5 pc. DW Kit ( <b>single 10" tom – stand mounted /12" and 14" toms mounted on double stand as floors or 14" on legs</b> )
		18x22 kick w/ <b>Powerstroke 3 head</b>
		10", 12" and 14" toms w/ <b>Pinstripe heads</b>
		5 1/2x14 snare w/ <b>Coated Emporer X with under dot</b>
	1	Backup snare (5 1/2" to 6 1/2" DW, Pearl, Gretch)
DW	6	Boom Cymbal Stands
HARDWARE	2	Double Tom Mount Stands (1 for 10" and 1 for 12" & 14")
	1	Snare Stand
	2	DW 9000 or 5000 Double Kick Pedals (one single used for backup)
	1	DW 9000 or 5000 Hi Hat Stand
	1	Roc'n'Soc Drum Throne
	1	14" Coated Emporer Head (Spare for Drummers Snare)
	2	Pair Promark 5a wood tip Sticks
	1	Ridge Rider Cowbell
CYMBALS		<b><u>ALL PAISTE SIGNATURE SERIES or DIMENTIONS</u></b>
	2	18" Full Crashes
	2	17" Full Crashes
	1	13" or 14" Hats
	1	20" Bright Ride
		(Supplement with Zildjian A Customs if Paiste are not available)
		(PLEASE ADVISE IF PAISTE ARE NOT AVAILABLE)
MISC	2	<b>Apex</b> Two Tier Ultimate Keyboard Stands w/long arms

- 1 Quick Lock X Keyboard Stand
- 1 Quick Lock X Piano Bench

**TONY ORLANDO TECHNICAL RIDER (CONT'D)**

- 2 Mackie Mixers - 1202 or 1402 (Used for Keys 1 and 3)
- 4 Guitar Stands
- 3 3ft. Wooden Stools with hard tops
- 1 Handheld Tambourine w/head
- 2 Assorted Percussion Shakers/LP Hard Plastic Maracas

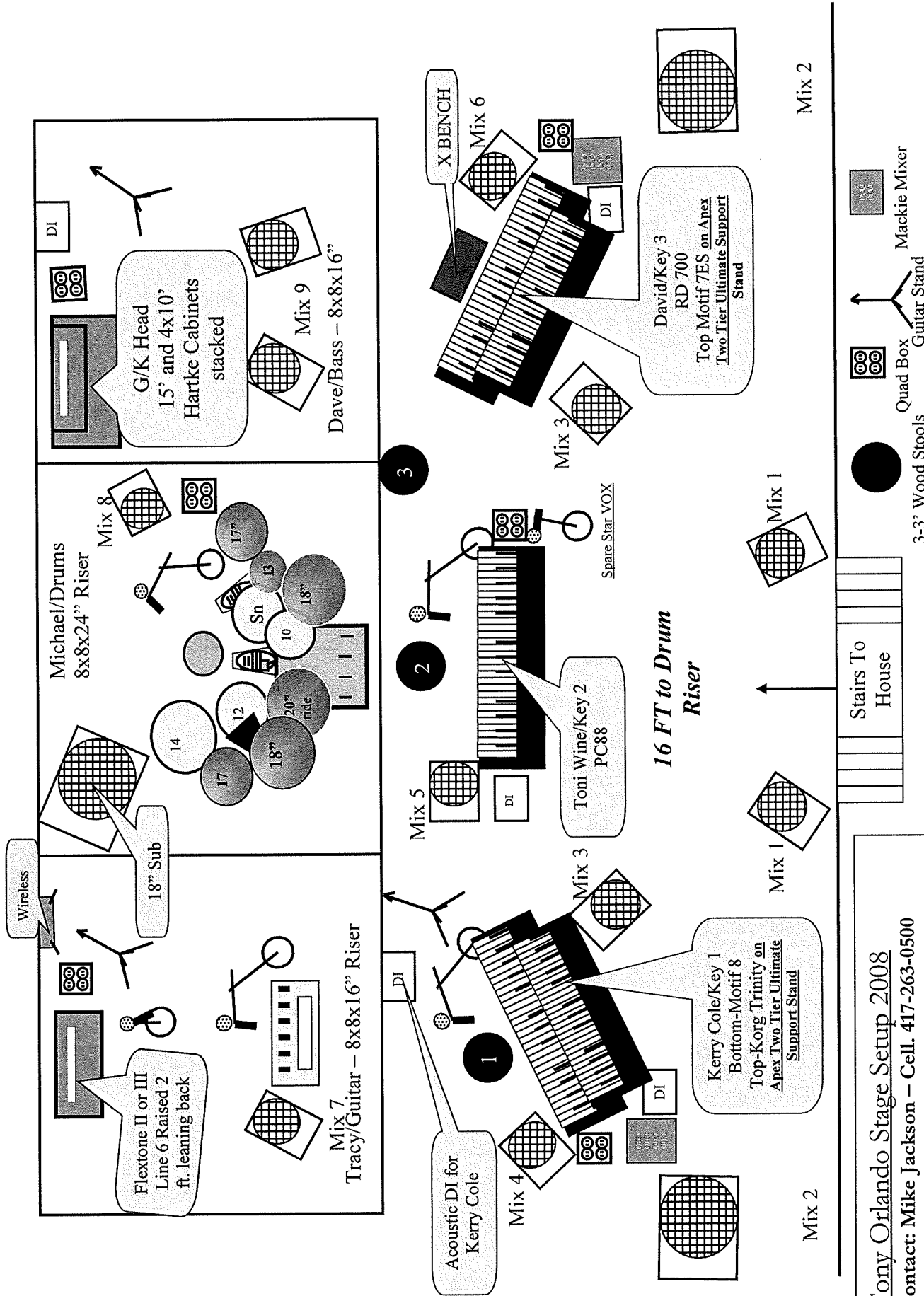
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**TONY ORLANDO CONTACT:**

**Mike Jackson Cell. 417.263.0500 Email: Tonyorlandoproduction@yahoo.com**

**STAGE PLOT – 2010**

**SEE ATTACHED STAGE PLOT SHEET**



Tony Orlando Stage Setup 2008  
 Contact: Mike Jackson - Cell. 417-263-0500  
 Hm. 417-335-3654  
 Email: Tonyorlandoproduction@yahoo.com

**PLEASE NOTE: Key 1 and Key 3 are placed on Apex Two Tier Ultimate Support Stands with long arms.**