

**STREET DRUM CORPS**  
**CONTRACT RIDER**  
Current as of 02.09.12

Please read this rider carefully. It is part of the attached contract for ARTIST. By signing it, you are agreeing to supply ARTIST with production and proper working conditions essential to performance. Any breach of the terms and conditions of this rider is a breach of the contract and may cause ARTIST to refuse to perform without releasing PURCHASER from his obligation to pay ARTIST. If ARTIST elects to perform notwithstanding a breach of this agreement by PURCHASER, the performance by ARTIST shall not constitute a waiver of any claim ARTIST may have for damages or otherwise.

A. ADVERTISING AND PROMOTION

A1. Billing on all advertising and publicity must appear as follows:

**Street Drum Corps (100%)**

- A2. ARTIST is to receive 100% star billing on ALL publicity releases and paid advertisements, including without limitation: programs, flyers, signs, newspaper ads, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by ARTIST OR HIS REPRESENTATIVE.
- A3. PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by ARTIST in all advertisements. No product, service, or publication utilizing the name or likeness of ARTIST may be produced, sold, or distributed without the prior written consent of ARTIST.
- A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotion or appearance without prior written consent from ARTIST OR HIS REPRESENTATIVE.
- A5. PURCHASER agrees that there shall be no signs, placards or other advertising materials on or near the stage during the entire performance; nor shall any such advertising appear on tickets, flyers, handbills, or posters without the prior consent of ARTIST; nor shall the ARTIST'S appearance be sponsored by or in any other way tie-in with, any political candidate, commercial product or business.
- A6. ARTIST retains rights and control over corporate concert sponsorship and/or tour sponsorship. In the event a tour sponsorship is added at any time before or after contracting is completed, it is understood that the PURCHASER will make the best efforts to incorporate the tour sponsor's name, logo, and other requirements to any and all advertising henceforth.
- A7. ARTIST shall have sole and exclusive merchandising rights.
- A8. PURCHASER will make available ten (10) complimentary tickets per show to ARTIST for their sole use. Seats must be in preferred locations. ARTIST will contact the box office no later than one hour prior to the concert in the case of unused tickets.
- A9. **Purchaser shall have the right to distribute 30 tickets or 1% of the sellable house (whichever is greater) for use for media, sponsor, and other promotional needs. These tickets do not include tickets set aside for artist requirements. No other complimentary tickets are to be distributed without express written permission of artist.**

B. MISCELLANEOUS

- B1. PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. ARTIST shall complete said setup one hour prior to time of performance. ARTIST REQUIRES A MINIMUM ONE HOUR SOUND CHECK AFTER COMPLETION OF LOAD-IN AND SETUP. FESTIVAL PRODUCERS ARE REQUIRED TO COMPLY WITH THIS POLICY UNLESS OTHERWISE AGREED IN WRITING WITH THE ARTIST'S REPRESENTATIVE.

- B2. PURCHASER shall not permit and will prevent:
- A. The recording, filming, taping, videotaping or any broadcast of the ARTIST'S performance or any portion thereof without the ARTIST'S written approval.
  - B. The manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or performance without the ARTIST'S written approval.
- B3. No discrimination for reasons of race, religion, sex, age or country of national origin shall be permitted or authorized by PURCHASER in connection with the sale of tickets, admission, seating, or accommodation at the engagement.

C. TECHNICAL REQUIREMENTS: SEE ATTACHMENT A

D. PAYMENT AND LEGAL CONTRACTUAL CLAUSES

- D1. All payments shall be made as provided herein. In the event PURCHASER fails to make any payment at the time stipulated herein or breaches any provision of this agreement, ARTIST shall have the right to withhold performance without prejudice to his rights thereunder.
- D2. A representative of the ARTIST shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall be given full access to all box office sales and shall otherwise be permitted to reasonably satisfy himself as to the gross gate receipts, (and expenditures if required) at each performance thereunder.
- D3. Insurance:
- (a) Purchaser hereby warrants and represents that it has and will maintain in force a comprehensive general liability insurance policy with \_\_\_\_\_ licensed to do business in the State of \_\_\_\_\_, Policy No. \_\_\_\_\_ which policy provides coverage of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate containing all broad form CGL extensions and Non-Owned/Hired Automobile Liability and \$5,000,000 Umbrella Liability insurance.
  - (b) Purchaser further warrants and represents that said insurance policy shall name Producer, its employees, agents, servants and contractors as additional insured parties for the full period of the Engagement, including any rehearsal period and post production periods, and that same is cancelable only upon six (6) day prior written notice to Producer.
  - (c) All premiums for such insurance shall be paid timely by Purchaser and Purchaser hereby indemnifies and agrees to defend and hold harmless Producer and its employees, contractors and/or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect result of the Engagement. Purchaser shall also hold harmless Producer and its employees, contractors, and/or agents from and against any and all loss, damage and/or destruction occurring to its and/or its employees', contractors', or agents' instruments and equipment at the place of the Engagement, including but not limited to, damages, loss or destruction caused by Act of God. The employees of the Purchaser are not the employees of the Producer. The insurance liability of the Producer shall be limited only to claims from its employees and does not apply to the Purchaser's employees.
  - (d) The Purchaser further warrants and represents that it has had and maintains at all times during the terms of this Agreement Workers Compensation Insurance, including Employers Liability Coverage for its employees and others who are involved in the installation, operation and/or maintenance of the equipment provided by Producer, the lighting supplies and sound suppliers.
- D4. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and ARTIST shall not be liable, in whole or in part, for any obligation that may be incurred by PURCHASER in carrying out any of the provisions hereof, or otherwise. Further, PURCHASER warrants and represents that he/she has the legal capacity to enter into this contract.

- D5. This agreement may not be changed, modified or altered except by an instrument in writing by both parties. This agreement shall be construed in accordance with the laws of The Commonwealth of Massachusetts. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in The Commonwealth of Massachusetts.
- D6. Any proposed additional terms and conditions which may be affixed to this contract by PURCHASER does not become part of this contract until signed by ARTIST. By sole act of signing, PURCHASER readily accepts all provisions of this contract, regardless of any additions or deletions PURCHASER may try to make.
- D7. PURCHASER at his/her sole expense shall obtain licenses, permits, or other approval required from any union, public authority, performing rights society or other entity having jurisdiction with respect to the engagement, and shall comply with and fulfill all terms and conditions set forth therein.
- D8. If State, Local or Amusement tax is to be withheld for this engagement, Purchaser shall furnish ARTIST with a copy of the tax law dictating this policy. This copy must be returned with the signed contracts for this engagement. PURCHASER must also furnish ARTIST with an official State or City tax deduction receipt claiming the amount to be withheld on the night of the performance.
- D9. Artist's obligation to perform thereunder shall be excused if artist, or any of his group or essential crew, is unable to perform as a result: illness or injury; detention resulting from inability to obtain reasonable modes of transportation; riots or other civil strife; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; or any other cause beyond artist's reasonable control. In such event, artist will not be required to perform and shall return to purchaser any deposits paid, less costs incurred by artist and neither party shall be under any other obligation to each other. In the event this concert is scheduled in a open air venue, inclement weather shall not be considered an act of God.
- D10. Any material breach of this Agreement by PURCHASER may cause the ARTIST, at the ARTIST'S sole option, to terminate the Agreement. If such a breach occurs, PURCHASER shall be obligated to the ARTIST for the full guaranteed amount of this Agreement and shall forfeit all deposit moneys paid to the ARTIST or his agent as immediate and liquidated damages without prejudices to further legal action by the ARTIST.

This Agreement shall be effective only when signed by PURCHASER and returned to ARTIST'S booking agency. All attachments and addendums are considered a part of this contract rider and are binding.

AGREED AND ACCEPTED

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
ARTIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

S T R E E T   D R U M   C O R P S  
Travel, Hotel, and Hospitality Requirements  
Attachment A  
Current as of 02/09/12

G R O U N D   T R A N S P O R T A T I O N

PURCHASER agrees to provide ARTIST'S REPRESENTATIVE with detailed directions to the place of performance. PURCHASER shall, at his sole cost and expense, provide GROUND TRANSPORTATION for ARTIST and entourage of four (4) people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure. One (1) van or SUV is required.

H O T E L   A C C O M M O D A T I O N S

If PURCHASER is providing HOTEL ACCOMMODATIONS, a minimum of four (4) single rooms are required (unless otherwise specified on the contract face). The rooms shall be available until the day after the performance with the ARTIST to comply with checkout times and hotel rules. The PURCHASER shall not be responsible for any extra charges during the stay of the ARTIST. Please list the name, address and phone of the hotel being provided by the PURCHASER or two (2) recommendations of clean, modest hotels if PURCHASER is not providing hotel accommodations.

**Hotel recommendation #1**

Name:

Address:

Phone/Fax:

Rate per room:

Contact Name:

**Hotel recommendation # 2**

Name:

Address:

Phone/Fax:

Rate per room:

Contact Name:



Street Drum Corps

**HOSPITALITY RIDER: (Page 1 of 2)**

\*1 Dressing Room for 4 Band Members

\*Dinner: Please provide meal immediately after performance: 4 hot meals or \$20 per head dinner buyout

(Please have rider in dressing room before sound check)

- 8 Hand Towels
- Baby Wipes
- Plenty of fresh ice
- 1 case of 12 oz bottled waters
- 4 Bottles of Gatorade
- 4 Energy Drinks (Monster Energy)
- 1 Pack of Assorted Plastic Silverware
- Plates & Napkins
- 1 Small Sleeve of Large Solo Cups
- 1 Bag of Pita Bread
- 1 Container of Hummus
- 1 Fresh Vegetable Tray
- 1 Bag of Trail Mix
- 1 Box of Gold Fish
- 4 Bags of Sour Patch Kids
- 8 Cliff Bars (Assorted Flavors)
- 1 Bowl of Assorted Fruits
- 1 Large Mirror
- 1 Large Trash Can

NOT FOR CONTRACTUAL USE

## HOSPITALITY RIDER (Continued): (Page 2 of 2)

### **Other Essential Items to be provided by Purchaser:**

- Four (4) hotel rooms with WiFi as close to the venue location. Please pre-pay the rooms and reserve for late check-in and late check-out under the name "Justin Imamura/Street Drum Corps". We will cover any incidentals beyond the room charge.
- Two (2) Aluminum Garbage Cans purchased from Lowe's/Home Depot (please see backline list) for use on stage during show
- Three (3) Plastic Rubbermaid Brute Trash Cans (please see backline list)
- One (1) Empty, large keg to be used during show (you can borrow one from a local bar/restaurant and return it to them)
- Ten (10) 5 Gallon Plastic Paint Buckets
- Seven (7) cans of spray paint (please see backline list)
- One (1) Roll of Black Gaffers Tape (please see backline list)
- Marching Snare Drum with harness
- Marching Tenors/Quads with harness
- Marching Bass Drum with harness
- 22" Kick Drum (DW)
- 14" Snare Drum (DW)
- Two 16" Floor Tom w/ legs (DW)
- 18" Floor Tom w/Legs (DW)
- Four Boom Cymbal Stands (DW)
- Five Snare Drum Stands (DW)
- Hi-Hat Stand (DW)
- Drum Throne (DW)
- Bass Drum Pedal (DW)
- Two 18" China Cymbals (Zildjian)
- Two 18" Crash Cymbals (Zildjian)
- Two Drum Carpets
- Please provide free or pre-paid parking in front of the venue location, as close to the load-in/load-out spot as possible.
- Please provide one, well-lit table for Meet and Greet and Merchandise with chairs and 4 black sharpies

For any questions please contact:

**Street Drum Corps Tour Manager/Performer**

Justin Imamura

justin@streetdrumcorps.com

Cell: 408.802.6584



## Street Drum Corps

### BACKLINE LIST:

\*Please shop at Lowe's or Home Depot

### **BACKLINE LIST:**

- 2 Behrens 31-Gallon Aluminum Garbage Cans
- 3 Rubbermaid 44-Gallon Brute Garbage Cans
- 10 Five Gallon Plastic Paint Buckets
- 7 Cans of Spray Paint (2 Flat Black, 1 Bright Pink, 1 Neon Green, 1 Neon Orange, 2 White)
- 1 Roll of Black Gaffers Tape

\*Venue needs to supply 1 Large Empty Keg (not full, we do not endorse drinking, it is big enough to make the sound we need. You can get one to borrow from any local bar or restaurant)

\*Venue to supply TWO 8x8 Drum Risers

\*Venue to supply 2 Large Step Ladders (6' or 8' Ladders)

### **DRUM BACKLINE: (Please supply from a Backline Rental Company)**

- Marching Snare Drum with harness
- Marching Tenors/Quads with harness
- Marching Bass Drum with harness
- 22' Kick Drum (DW)
- 14' Snare Drum (DW)
- Two 16' Floor Tom w/ legs (DW)
- 18' Floor Tom w/Legs (DW)
- Four Boom Cymbal Stands (DW)
- Five Snare Drum Stands (DW)
- Hi-Hat Stand (DW)
- Drum Throne (DW)
- Bass Drum Pedal (DW)
- Two 18' China Cymbals (Zildjian)
- Two 18' Crash Cymbals (Zildjian)
- Two Drum Carpets

**\*SDC is sponsored by Zildjian Cymbals and DW Drums & Hardware. Please supply those brands, if possible**



## Street Drum Corps

### Street Drum Corps Input List (18 CHANNELS):

1. Rubbermaid Trash Can (BETA 52) UPSTAGE LEFT CENTER
2. Aluminum Trash Can (SM57) UPSTAGE LEFT CENTER
3. Overhead Trash Pit (CONDENSER MIC) UPSTAGE LEFT CENTER
4. Backing Tracks R (DI BOX) UPSTAGE LEFT CENTER (please provide a stool for DI)
5. Backing Tracks L (DI BOX) UPSTAGE LEFT CENTER
6. Kick Drum (BETA 51) UPSTAGE RIGHT CENTER
7. Snare Drum (SM57) UPSTAGE RIGHT CENTER
8. Overhead Kit (CONDENSER MIC) UPSTAGE RIGHT CENTER
9. Floor Tom (CLIP ON TOM MIC) UPSTAGE RIGHT CENTER
10. Hi Hat (CONDENSER MIC) UPSTAGE RIGHT CENTER
11. Tom Station 1 (CLIP ON TOM MIC) DOWNSTAGE LEFT
12. Tom Station 2 (CLIP ON TOM MIC) DOWNSTAGE LEFT
13. Overhead Tom Station (CONDENSOR MIC) DOWNSTAGE LEFT
14. Trash Drum Station Overhead 1 (CONDENSER MIC) DOWNSTAGE RIGHT
15. Trash Drum Station Overhead 2 (CONDENSER MIC) DOWNSTAGE RIGHT
16. Overhead Floor 1 (CONDENSER MIC) DOWNSTAGE LEFT CENTER
17. Overhead Floor 2 (CONDENSER MIC) DOWNSTAGE RIGHT CENTER
18. Center Vocal (SM58) w/ straight stand DOWNSTAGE CENTER

**MONITORS:** Drum fill for trash pit area, drum kit, downstage right station, downstage left station, front monitor, Stage Right Side Fill, Stage Left Side Fill (1 monitor mix for the 3 band members)

**ALL MIXES:** General mix and backing tracks on top

\*Backing Tracks are the 4<sup>th</sup> member of the band & must keep hot in the house!

For any questions please contact:

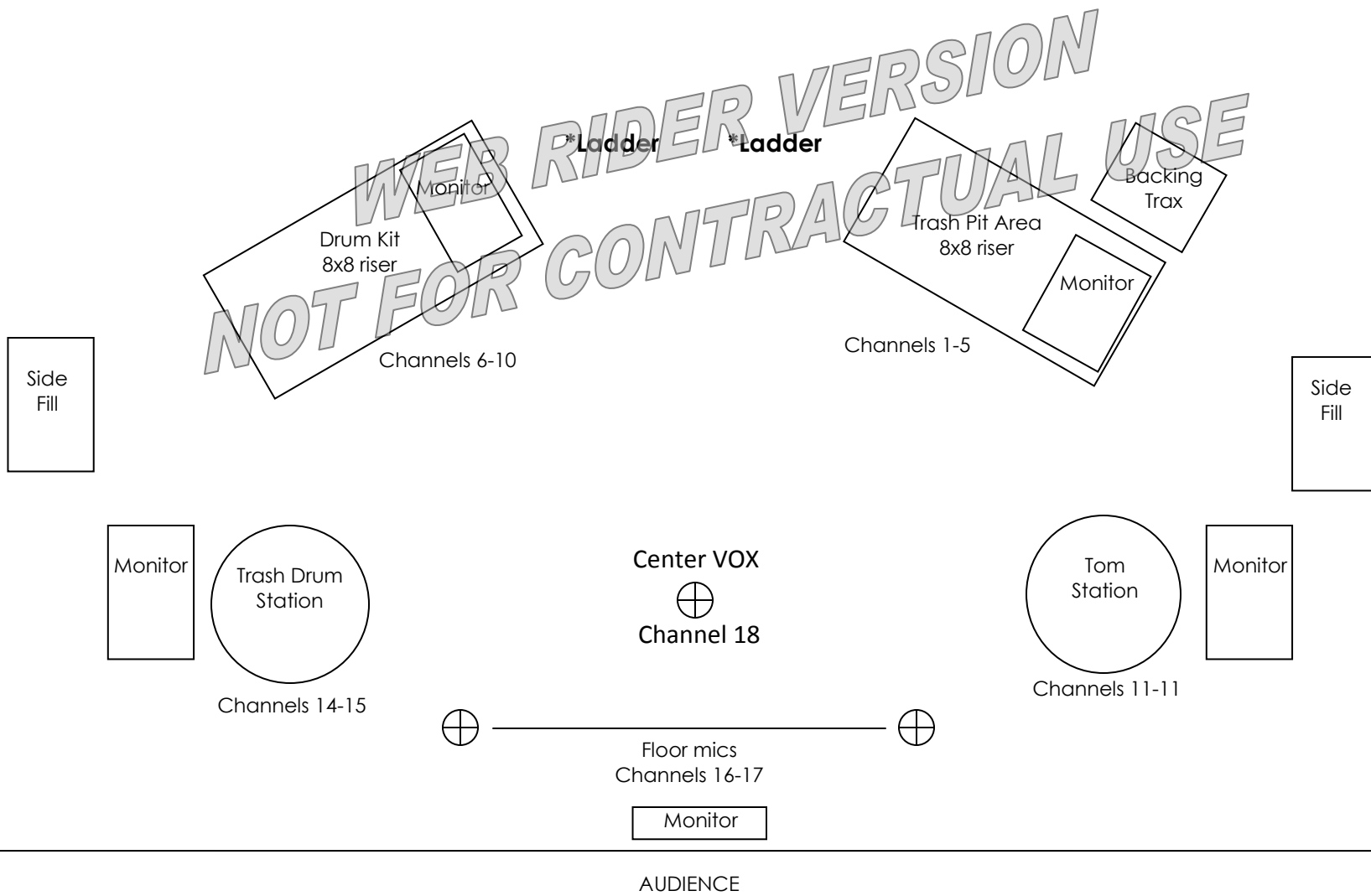
**Street Drum Corps Tour Manager/Performer**

Justin Imamura

justin@streetdrumcorps.com

Cell: 408.802.6584

# Street Drum Corps STAGE PLOT (18 Channels)





## Street Drum Corps

### **Street Drum Corps ADVANCE FORM:**

\*Please answer all the questions and send back as soon as possible

1. What time can the group load-in?
2. What time can the group sound check?
3. What time do the doors open?
4. What time is the showtime?
5. What is the ground transportation? (If supplied, details please. Please send an SUV or van, due to the large equipment that we are traveling with)
6. Please provide the Rider (see attached file)
7. How many loaders and or stagehands do you have? (At least 2 hands)
8. What is the menu for the meal and hospitality?
9. What Hotel is the group staying at? (If supplied, hotel information please with confirmation number)
10. Please provide the main contact for the day of the show (All contact info including cell number)
11. Mail check directly to the following:

#### **Street Drum Corps**

c/o Goldman, Kurland, Mohidin  
16133 Ventura Blvd., Suite 880  
Encino CA 91436  
818.784.9000

\*We will send all travel information when booked

Please Advance with:

#### **Street Drum Corps Tour Manager/Performer**

Justin Imamura  
justin@streetdrumcorps.com  
Cell: 408.802.6584