

**LASSEN COUNTY FAIR****195 Russell Avenue
Susanville, CA 96130****Phone (530) 251-8900****Fax (530) 251-2715**

Memo

To: Lassen County Board of Supervisors
From: Kaitlyn Midgley, Manager
Date: August 8, 2024
Agenda Date: August 13, 2024
Re: Hidden Woods Music Festival - Lit

The Lassen County Fairgrounds is seeking approval from the Board of Supervisors to approve the agreement with Lit and authorize the Lassen County Administrative Officer to execute the agreement.

The fairgrounds requested availability of artists within a budget range that was available for the Hidden Woods Music Festival on August 23-24, 2024. The Lassen County Fair Manager, staff and the Entertainment/Interim Committee reviewed the list of available artists and through a series of offers The Lassen County Fairgrounds received a confirmation from Lit to be a part of the line up on Friday night of the Hidden Woods Music Festival. Lit has 4.6 million monthly listeners on Spotify and 1.4 million monthly listeners on Pandora. Their number one hit "My Own Worst Enemy" has over 58 million views on YouTube.

Lit is considered one of the preminent bands to have come out of the post-grunge era of the late 90's and helped define an entire generation of SoCal power punk with hard-charging hits like "My Own Worst Enemy". Their mega-hit "My Own Worst Enemy" is one of the most broadcasted, covered, karaoke'd, recognizable rock hits of the last 20 years and won them a Billboard Music Award for Modern Rock Song of the Year.

The Lassen County Fairgrounds is fortunate to have Lit play for our inaugural Hidden Woods Music Festival and is asking the Board of Supervisors to approve the agreement with Lit and authorize the Lassen County Administrative Officer to execute. The fiscal impact is \$35,000 which has been budgeted for in the 24/25 fiscal year budget.

Thank you,

Kaitlyn Midgley



Contract #: 1222008
 Agent: Bryan Vastano
 Phone: (615) 564-2580
 Vastano_B@unitedtalent.com

Agreement made Tuesday, June 4, 2024 by and between **Lit Live, Inc.** F/S/O **Lit** ('Artist') and **Lassen County Fair** ('Purchaser').
 It is mutually agreed that the Purchaser engages the Artist to perform the following engagement(s) upon the terms and conditions hereinafter set forth. Attached Exhibit A - Additional Terms and Conditions and Artist's Rider are made part of this Agreement by this reference.

- 1. Artist:** Lit
 - Loanout/Producer:** Lit Live, Inc. **Tax ID:** 84-4214121
 - 2. Billing:** Festival
 - 3. Event Title:** Dark Woods Music Festival
 - 4. Engagement Venue:** Lassen County Fairgrounds
 195 Russell Avenue
 Susanville, CA 96130
 United States
 - 5. Date of Engagement:** Friday, August 23, 2024 **No. Shows:** One (1)
 - 6. Schedule:** 5:00pm - Secondhand Serenade
 6:30pm - Lit
 8:30pm - The Fray
 - Set Length:** Approx. 75 minutes.
 - 7. Deal:** \$35,000.00 USD Flat Guarantee
 PLUS Purchaser to provide and pay for staging, production, and sound & lights, per Artist's specifications/rider requirements.
 PLUS Purchaser to provide and pay for backline, per Artist specifications/rider requirements.
 PLUS Purchaser to provide and pay for on-site hospitality, meals, and all Artist rider requirements per Artist's specifications.
 PLUS Purchaser to provide and pay for professional ground transportation to/from airport/hotel/venue per Artist's specifications/rider requirements.
 PLUS Purchaser to provide and pay for hotel accommodations consisting of seven (7) rooms for a mutually agreeable number of nights at a hotel to be approved by Artist and per advance.
 RADIO: 93.3 JDX, KMXI 95.1
 - 8. Additional Provisions:** ALL announce/on sale timelines, materials using ARTIST's name, image and/or likeness must be pre-approved by Artist prior to using.
 - 9. Merchandise:** 90% Artist/10% Venue All Merchandise (Artist sells).
 - 10. Appearing With:**

<u>Name</u>	<u>Deal</u>	<u>Billing</u>	<u>Announce Date</u>
Secondhand Serenade		Festival	
The Fray		Festival	
 - 11. Payments:** All payments shall be paid by PURCHASER in US Dollar (unless otherwise mentioned)

<u>Due Date</u>	<u>Amount</u>	<u>Comments</u>
Jul 23, 2024	\$17,500.00	50% deposit due (30) days prior to date of show.
Aug 23, 2024	\$17,500.00	Balance due to Artist on day of show.
- Deposit Remittance:** **PAYMENT MAILING INFO:**
Attention: Bryan Vastano
United Talent Agency
225 Polk Avenue
Suite 130
Nashville, TN 37203
Check Made Out To: Lit Live, Inc.

BANK WIRE INFO:
United Talent Agency, LLC
C/O City National Bank
Credited To: Lit Live, Inc.
400 N. Roxbury Dr Beverly Hills, CA 90210
ABA Routing: 122-016-066
Account: 123-947-126
Swift: CINAUS6L

12. Radius Clause: Artist agrees not to perform within (100) miles prior to and for (30) days after the date of engagement. *Corning, CA play and Reno, NV are excluded from this radius.

13. Purchaser Signed Contract: Purchaser signed contract and rider due to United Talent Agency no later than Wednesday, July 24, 2024

14. Event Contacts:

<p>Purchaser Company Lassen County Fair 195 Russell Ave Susanville, CA 96130 (530)251-8900 https://lassencountyfair.org/</p> <p>Purchaser Kaitlyn Downing Phone: 5302518900 Email: kdowning@co.lassen.ca.us</p> <p>Purchaser Kelly Moreno Phone: (916) 294-0800 Email: Kelly@masonentertainment.com</p> <p>Purchaser John Bannec Email: john@masonenetertainment.com</p>	<p>Production Kaitlyn Midgley 195 Russell Avenue Susanville, CA 96130 Phone: (530) 251-8900 Email: kdowning@co.lassen.ca.us</p> <p>Marketing Kaitlyn Midgley 195 Russell Avenue Susanville, CA 96130 Phone: (530) 251-8900 Email: kdowning@co.lassen.ca.us</p> <p>Ticket Counts Kaitlyn Midgley 195 Russell Avenue Susanville, CA 96130 Phone: (530) 251-8900 Email: kdowning@co.lassen.ca.us</p>
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15. Tickets:

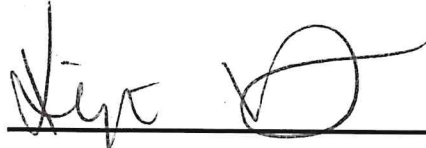
<u>Tier</u>	<u>Quantity</u>	<u>Comps/Kills</u>	<u>Ticket Price</u>	<u>Total</u>
VIP Early Bird	--	--	\$225.00	\$0.00
VIP Tier 2	--	--	\$250.00	\$0.00
VIP Tier 3	--	--	\$275.00	\$0.00
GA + 1 Day Early Bird	--	--	\$75.00	\$0.00
GA + 1 Day Tier 2	--	--	\$100.00	\$0.00
GA + 1 Day Tier 3	--	--	\$125.00	\$0.00
GA + 2 Day Early Bird	--	--	\$100.00	\$0.00
GA + 2 Day Tier 2	--	--	\$125.00	\$0.00
GA + 2 Day Tier 3	--	--	\$150.00	\$0.00
GA 1 Day Early Bird	--	--	\$55.00	\$0.00
GA 1 Day Tier 2	--	--	\$75.00	\$0.00
GA 1 Day Tier 3	--	--	\$100.00	\$0.00
GA 2 Day Early Bird	--	--	\$80.00	\$0.00
GA 2 Day Tier 2	--	--	\$100.00	\$0.00
GA 2 Day Tier 3	--	--	\$125.00	\$0.00
Totals	--	--		

<i>Gross Potential:</i>	-
<i>Net Potential:</i>	-

Ticketing Notes 5,000 capacity.

Artist to receive twenty (20) comp tickets on top of sellable capacity.

It is expressly understood by the Purchaser and Artist who are party to this contract that United Talent Agency, LLC, its employees, shareholders and affiliate entities are not party(ies) to this contract in any capacity. United Talent Agency, LLC, its shareholders, employees, officers and affiliate entities shall not be liable for any party's performance or breach of any terms or provisions contained herein.

By: x 
SIGNATURE OF PURCHASER

Kaitlyn Downing
Lassen County Fair
195 Russell Ave
Susanville, CA 96130
Email: kdowning@co.lassen.ca.us
Phone: 5302518900

By: x _____
SIGNATURE OF ARTIST

Lit
Lit Live, Inc.

Approved as to Form


JUN 05 2024
Lassen County Counsel

Exhibit A
Additional Terms and Conditions

Artist: Lit

1. Reproduction of Performance:

Purchaser shall not authorize anyone under its control nor any third party to record, stream, broadcast, televise, photograph or otherwise reproduce the audio, visual and/or audio-visual performance, in whole or in part, rendered by Artist hereunder without Artist's prior written approval, which may be withheld for any reason. If Purchaser televises the performance hereunder on a jumbotron or similar screen during Artist's performance, then any and all tapes or other recordings - physical, digital or other - created for purposes of such real-time broadcast, shall be surrendered by Purchaser to Artist at the completion of Artist's performance.

2. Merchandise:

Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of Artist merchandise including, but not limited to, articles of clothing (i.e., t-shirts, hats, etc.), posters, stickers, and any other merchandise Artist wishes to sell within Artist's discretion, on the premises of the place of performance without any participation in the proceeds by Purchaser, subject to concessionaire's requirements, if any.

3. Right to Likeness:

Artist's name, likeness, image, and/or biographical data shall not be used by Purchaser or any other party under the control of Purchaser, to endorse, promote or otherwise advertise this Engagement, Purchaser, any commercial tie-in, any sponsor, or any other product or service connected with this Engagement or Purchaser, unless otherwise agreed between Artist and Purchaser, in writing, prior to Artist's arrival at the performance venue.

4. Termination:

In the event Purchaser refuses or neglects to provide any of the material items or to perform any of its material obligations per the Agreement and this Exhibit A, and/or fails to timely make any of the payments as provided herein, then Artist shall have the right, in addition to any other remedies which may be available to Artist at law and in equity, to refuse to perform in accordance with the terms of the Agreement, to retain any amounts theretofore paid to Artist (or Artist's designee) by Purchaser (or Purchaser's designee), and, Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee set forth in the Agreement. In addition, if on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser worsens after Purchaser and Artist's representative agree to the performance which is the subject hereof, then Artist shall have the right to cancel this engagement without penalty by notice to Purchaser to that effect, and Artist shall have the right to retain any and all deposit monies paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee herein set forth.

5. Sickness / Accident / Force Majeure:

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. Notwithstanding the foregoing, if Artist's performance is prevented by a Force Majeure Occurrence, but Artist is present, ready, willing and able to render its services in accordance with the terms hereof, then Purchaser shall pay Artist the full amount of the Artist Guarantee. The presence of COVID-19 by itself in the show market shall not be considered a Force Majeure event under this Agreement. If Purchaser unilaterally cancels the Performance contract as a result of COVID-19 Artist shall be entitled to prompt payment of the Guarantee in full.

6. Controlling Authority:

Artist shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including, but not limited to the details, means and methods of the performance of the performing artists hereunder, and Artist shall have the sole right to make changes to the performing personnel.

7. Weather:

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a Force Majeure Occurrence and payment of the full amount of the Artist Guarantee shall be made by Purchaser to Artist notwithstanding. If Artist is present, ready, willing and able to render its services as contracted hereunder, irrespective of weather, the full amount of the Artist Guarantee shall be paid by Purchaser to Artist.

8. Cancellation:

Unless stipulated by the parties to the contrary, in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability by giving Purchaser written notice thereof as least thirty (30) days prior to the date of performance. Artist shall have the right to terminate this Agreement without liability to Purchaser if Purchaser fails to sign and return the Agreement within ten (10) days of Purchaser's receipt thereof.

9. Independent Contractor:

It is agreed that Artist and Purchaser each signs this Agreement as an independent contractor and not as employee of the other. This contact shall not in any way be construed so as to create a partnership, employer/employee relationship or joint venture between the parties, nor shall Artist for any reason by its signature hereof be held liable in whole or in part for any obligation of Purchaser or which may be incurred by Purchaser in its carrying out any of the provisions hereof or otherwise.

10. Authority for Inconsistencies:

In the event of any inconsistency(ies) between the provision of the Agreement (including Exhibit A) and the provision(s) of any rider, addendum, exhibit or any other attachments hereto, the parties agree that the provisions of this Agreement shall control.

11. Indemnification:

Purchaser hereby indemnifies and hold Artist, as well as Artist's agents, representatives, principals, employees, contractors, officers and directors 'Indemnitees' harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred or suffered by or threatened against Artist or any of the Indemnitees in connection with or as a result of:

- (a) any act or failure to act by Purchaser, its employees, agents, representatives, contractors, officers and/or directors 'Purchaser Parties'
- (b) Purchaser's and/or Purchaser Parties' breach of any of the warranties and representations made by Purchaser hereunder or in any addendum or rider(s) attached hereto;
- (c) Purchaser's and/or Purchaser Parties' breach of any of the terms hereof and/or of any addendum and/or rider(s) attached hereto;
- (d) any claim for personal injury or property damage or other brought by or on behalf of any third party as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of Artist.

Purchaser shall at all times indemnify, defend and hold harmless Artist and its employees, representatives, agents, contractors, shareholders and successors-in-interest from and against any and all claims, losses, damages, liabilities, costs and expenses (including, without limitation, legal expenses and attorneys' fees) arising out of or in connection with any person claiming to have become infected with COVID-19 at the venue before, during or after the Artist's performance(s).

12. Dispute Resolution:

This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of Tennessee without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agrees that the Federal Courts located in the State of Tennessee or the State Courts of Tennessee, as applicable, shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) irrevocably consents to personal jurisdiction by such courts.

13. Conflict of Laws:

Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Purchaser to Artist hereunder. If there is a conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified and/or limited only to the extent necessary to eliminate such conflict. Artist agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by Purchaser, of which Artist is advised by Purchaser, in writing, prior to arrival at the performance venue.

14. United Talent Agency, LLC as Agent:

It is agreed that United Talent Agency, LLC 'Agent' is not a party to the contract and acts herein only as the agent for Artist. As such, Agent is not responsible for any act of commission or omission on the part of either Purchaser or Artist. In furtherance thereof and for the benefit of Agent, it is agreed that neither Artist or Purchaser will name or join Agent as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of Purchaser or Artist hereunder. If at any time there shall be a controversy between Purchaser and Artist with respect to the monies for the performance(s) covered hereunder which are held by Agent in its trust account 'Trust Funds' Agent may upon notice to Purchaser and Artist either: (i) hold the Trust Funds until otherwise directed by a written instrument signed by Purchaser and Artist or by an order, decree or judgment by a court of competent jurisdiction which, by lapse or otherwise, shall no longer be or shall not be subject to appeal or review, or, (ii) deposit the Trust Funds in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Trust Funds in accordance herewith, the obligations of the Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this Agreement.

15. Assignment / Transfer :

This Agreement: (a) shall not be assigned or transferred without the written consent of both parties; (b) contains the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and, (c) may not be amended, supplemented, varied or discharged, except by a written instrument, signed by both parties. The person executing this Agreement on Purchaser's behalf warrants his/her authority to do so. The terms, 'Purchaser' and 'Artist' as used herein shall include and apply to the singular, the plural and all genders.

16. Counterparts:

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other party as soon as practicable thereafter.

17. Waiver:

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

18. Confidentiality:

The terms of this Agreement, as well as correspondence and documentation related to this Agreement, are confidential to the parties and may not be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law or court order, or for carrying out the purposes of this Agreement. Further, the parties shall treat as confidential all information, data and documents acquired by each other relating to the business affairs of the other, except as such information may already be in the public domain. Notwithstanding anything to the contrary contained herein, if Artist is subject to a recording contract which mandates disclosure of show- and touring-related information and documentation to the record label as part of that contract, then any disclosures made by Artist (or Artist's agent or representative) in compliance therewith (including, without limitation, this Agreement and documentation ancillary hereto), shall be permitted and shall not be deemed a breach of the confidentiality provision(s) hereof by Artist (or Artist's agent or representative).

19. Security and Insurance:

(a) Purchaser agrees to provide security personnel and take all security measures to ensure the safety of Artist at all times during the engagement hereunder. Purchaser's failure to provide such security and/or to ensure Artist's safety shall be a material breach of this Agreement and governed by the terms of Paragraph 4 herein.

(b) On the date of the contracted performance and through completion of Artist's load-out, Purchaser shall have valid, current and appropriate commercial general liability insurance with limits of no less than \$1,000,000 (US) per occurrence to cover its liability as noted above, and worker's compensation insurance for Purchaser's employees in accordance with legal requirements. As soon as reasonably possible after execution hereof, Purchaser shall provide Artist with a certificate evidencing the above insurance.

20. Licenses:

Purchaser shall be responsible for acquiring and paying for all licenses, permits and authorizations required to be obtained for this performance and any permitted exploitation thereof, including without limitation, any and all union, guild, music publisher, record company, performing rights society and public authority permissions, consents and licenses. All such licenses, permits and authorizations shall be valid and in effect throughout the Term of this Agreement and shall specifically cover any and all performance(s) hereunder.

21. Limitation of Liability:

Notwithstanding anything to the contrary contained herein: (i) in no event shall either party be liable for any incidental, special or consequential damages (including, without limitation, any lost profits or loss of business, whether foreseeable or not), occasioned by any cause whatsoever; and (ii) in no event shall Artist's liability to Purchaser hereunder exceed the amount of the deposits and/or fees paid to Artist hereunder.



CONTRACT RIDER 2023

This rider is attached to, and a material clause to, the contract dated 6/4/24 between Lit (herein, ARTIST) and Lassen County (herein, PURCHASER) for the performance on 8/23/24 in Lassen County/Lassen County fairgrounds

In the event of a conflict between the fully executed contract and this contract rider, this contract rider will control.

Tour Manager:

Tony McIlvaine
tpm714@aol.com
P: (714) 366-9180

Management: Hard 8 // Working Group

Mike Bacht	Jon Linton
mike@hrd8wrk.com	jon@hrd8wrk.com
P: (773) 220-9381	P: (323) 527-5946

Booking: United Talent Agency

Bryan Vastano	Darius Sabet
Bryan.Vastano@unitedtalent.com	Darius.Sabet@unitedtalent.com
P: (615) 564-2580	P: (310) 385-2837

Business Management: R&R Business Management, Inc.

Staci Robley
Staci@rrbizmanagement.com
P: (818) 227-0800

APPROVED LIT MARKETING MATERIALS AT www.LitBand.com/promo

AUDIO REQUIREMENTS 2023

FOH Audio Requirements:

Speaker Systems: "Line Array" Technology is preferred whenever possible. Acceptable Systems include: V-DOSC, D&B, MEYER, CLAIR, JBL, etc. The system must be capable of supplying equal & thorough sound throughout the venue. Artist requires front fills on the down stage edge. They will be sent from FOH on an aux with an insert-able graphic EQ.

FOH Console:

A) **Digidesign Venue Profile** – This console should have updated software. B) **Yamaha CL5** – This console should have updated software. C) **Midas M32 or Behringer X32** – This console should have updated software.

Miscellaneous:

ClearCom Talk-back to stage
Cable for IPOD at FOH.

NOTE: NO CHANNELS ON CONSOLE WILL BE SHARED WITH SUPPORT ACT UNLESS APPROVED IN ADVANCE IN WRITING BY ARTIST'S TOUR MANAGER OR PRODUCTION MANAGER.

AUDIO / PRODUCTION / LIGHTING

Monitors:

Monitor world lives on stage left. This should be a clean, unobstructed, secure space, with Two (2) 20amp circuits available. Artists are a combination of IEMs and wedges.

Wedges – One (1) wedge, stage right.

IEMs – All stereo, SR (Jeremy) C (Ajay), SL (Kevin) & Drums (Taylor)

Artist travels with Monitor engineer/playback tech; Artist requires an experienced, qualified, sober, patient engineer to be on hand to assist.

Console:

A) **Midas M32** – This console should have updated software. B) **Behringer X32**

Artist carries the following:

-In Ear Transmitters, Midas M32C core and Midas DL32

Artist will need from Purchaser:

- Nine (9) Tall boom mic stands
- Two (2) Tall straight mic stands with round base
- Eight (8) Short boom stands
- A 32 Channel Split (Lit has 32 inputs)
- Sub Snakes and XLR Cables, Complete Mic Package

LIGHTING

- A minimal two (2) truss, 120k system with 12 moving lights (Enough wash to cover entire stage)
- Two (2) Base Hazer atmosphere
- Two (2) Stage fans

House Lighting Technician:

Experienced, qualified, sober lighting technician must be available from load-in throughout the load out and be able to remove and reposition existing house lights.

Follow Spots:

To be agreed upon in advance by Artist's Tour Manager / Production Manager - Purchaser to provide 2 follow spots + 2 spot ops. We enjoy a good rock lighting show. Strobes are encouraged, however don't point them at Artist. Have fun with it. Please, no bright unfiltered white lights during show.

PRODUCTION

Runner:

Artist will require one (1) runner available from load-in until completion of load-out. Driver shall be licensed and sober with excellent knowledge of the area.

Production Office:

A separate area from the dressing room should be provided as a touring party production office with at least one (1) large worktable and four (4) chairs. Power should be available at the table location as well as an Ethernet port connected to the Internet thru a high-speed connection. If no port is available, wireless high speed is an acceptable alternative, please place a sheet with all required sign in information on the worktable.

Parking:

When applicable, Artist will require parking for 1 – 45ft Bus with 15ft trailer.

Merchandise:

Please advance. For fly-ins, Artist will require a merch seller. We will have a credit card processor and will show the person how to use it.

Camera & Video Policy:

Only authorized photographers or videographers will be granted photo passes to photograph/video Artist's performance. No photography or cell phone video allowed during sound check. Authorized photographers are only allowed to shoot for the first 3 songs of Artist's set. No on-stage access, unless cleared with Tour Manager. If there is a house photog or intern shooting for socials, please notify Artist's Tour Manager / Production Manager.

LIT BACKLINE RIDER

Drums: DW collectors, classics series or maple/mahogany OR Ludwig Legacy or classic maple series

- One (1) 24" kick
- One (1) 13" rack tom on snare stand
- One (1) 16" floor tom on legs
- Two (2) 14" snare drums (14" x 6.5" or deeper - steel, brass preferred)
- One (1) pack of Moon Gels

All New Heads...Prefer Remo (2 Ply Coated)

- One (1) 24" Powerstroke 3 or 4 (kick drum)
- Two (2) 14" Remo Emperor Coated (snare and rack tom)
- One (1) 14" Ambassador Hazy (resonant side heads)
- One (1) 13" Remo Clear Ambassador (resonant side heads)
- One (1) 16" Remo Emperor Coated (floor tom)
- One (1) 16" Remo Clear Ambassador (resonant side heads)

Hardware:

- DW double braced stands (5000 / 9000 series)
- Three (3) Straight cymbal stands
- One (1) Boom cymbal stand
- Two (2) Snare drum stands
- One (1) 5000 series ROUND drum throne
- One (1) 9000 series single bass pedal

NOTE: Please include extra felts for stands and one 5x8 drum rug even if the drum riser is carpeted.

Cymbals: Paiste cymbals

- One (1) 18" crash
- One (1) 19" crash
- One (1) set 14" Hi-Hats
- One (1) 22" Heavy ride

Cabs and Heads:

- Two (2) JCM 800 Marshall Heads 2203 or 2204 only (no 900 or 2000!!); (Artist uses two,)
- Three (3) Marshall Straight Cabs (No slants) Vintage 30's or Greenbacks
- One (1) Gallien-Kruger 1001 RB Head preferred or 800 RB head
- Two (2) Ampeg SVT 8X10 Cabinets
- All Necessary IEC Cables And Speaker Cables

Microphones:

- Two (2) Shure SM58 Wireless Microphones

Guitar Stands:

- One (1) Ultra Case guitar boat 6 space

NOTE: If Outside U.S. Artist Will Require 3 Transformers wit 110V Edison (US) Output

Unless otherwise agreed to in writing, the backline will be provided in full as outlined in this rider by a professional and reputable backline/production company. No part of any backline provided will be borrowed or shared with support acts. No exceptions.

Purchaser Initials DM

Unless otherwise agreed to in writing, once the backline has been set up and sound checked by Artist, it will not be struck, moved, or disturbed in any way. Support Acts (if any) will not touch, move, use or alter the backline.

Purchaser Initials DM

BACKLINE ADVANCING – Tony McIlvaine / (714) 366-9180 / tpm714@aol.com

ACCEPTED AND AGREED:

Authorized Signature for Artist:

Print Name / Title:

Date:

Signature of Purchaser:

[Handwritten Signature]

Print Name / Title

Kathryn Midgley / bar manager

Date:

6/4/24

Lit Inputs

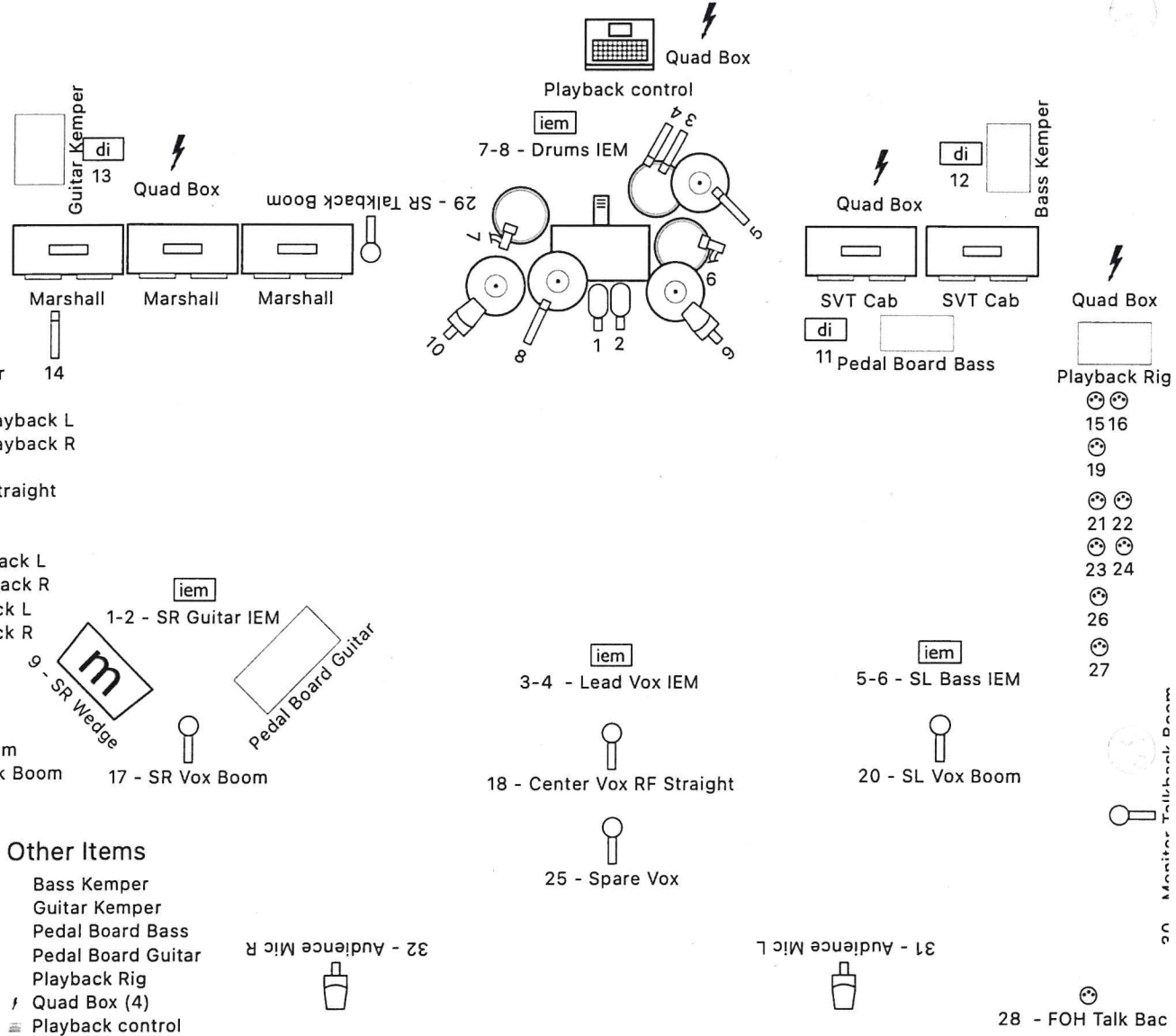
- 1 - Kick In
- 2 - Kick Out
- 3 - Snare Top
- 4 - Snare Bottom
- 5 - Hi Hat
- 6 - Rack Tom
- 7 - Floor Tom
- 8 - Ride
- 9 - Over Head
- 10 - Overhead
- 11 - Bass DI
- 12 - Bass DI Kemper
- 13 - Guitar DI Kemper
- 14 - Guitar Cab Mic
- 15 - Stereo Guitar Playback L
- 16 - Stereo Guitar Playback R
- 17 - SR Vox Boom
- 18 - Center Vox RF Straight
- 19 - Vox Playback
- 20 - SL Vox Boom
- 21 - Group Vox Playback L
- 22 - Group Vox Playback R
- 23 - Samples Playback L
- 24 - Samples Playback R
- 25 - Spare Vox
- 26 - Click
- 27 - Cue/Lady
- 28 - FOH Talk Back
- 29 - SR Talkback Boom
- 30 - Monitor Talkback Boom
- 31 - Audience Mic L
- 32 - Audience Mic R

Outputs

- 1-2 - SR Guitar IEM
- 3-4 - Lead Vox IEM
- 5-6 - SL Bass IEM
- 7-8 - Drums IEM
- 9 - SR Wedge

Other Items

- Bass Kemper
- Guitar Kemper
- Pedal Board Bass
- Pedal Board Guitar
- Playback Rig
- Quad Box (4)
- Playback control



Monitor Talkback Boom

30

28 - FOH Talk Bac

BAND/ TOUR
FOH
MON

LIT 'HEADLINE'
JARED SCOTT - (818) 740 1360
JERRY ROBINSON - (949) 723 9468

I/P	ALT I/P	48v	INSTRUMENT	MIC/ DI	STAND/ NOTES ETC	POSITION
1		+	KICK IN	BETA 91A		
2			KICK OUT	D6 or BETA 52	SHORT BOOM	
3			SNARE TOP	BETA 57a	SHORT BOOM	
4			SNARE BOTTOM	e904	CLIP	
5		+	HATS	KSM 137	CLIP	
6			RACK	e904	CLIP	
7			FLOOR	e904	SHORT BOOM	
8		+	RIDE	KSM 137	SHORT BOOM	
9		+	OH SR	AKG 414	TALL BOOM	
10		+	OH SL	AKG 414	TALL BOOM	
11			BASS DI	SANSAMP		SL
12			BASS DIRECT	KEMPER	SHORT BOOM	
13			GIUITAR DIRECT	KEMPER		SR
14			GIUITAR MIC	SM 57	SHORT BOOM	
15			GIUITAR PB		PLAYBACK	
16						
17			JEREMY VOCAL	M80	TALL BOOM	SR
18			AJAY VOCAL	SHURE RF	ROUND BASE STRAIGHT	C
19			VOCAL PB		PLAYBACK	
20			KEVIN VOCAL	M81	TALL BOOM	SL
21			GROUP VOCAL		PLAYBACK	
22						
23			SAMPLES		PLAYBACK	
24						
25			SPARE VOCAL	SM 58		
26			CLICK		PLAYBACK	
27			CUE/ LADY			
28			FOH TB	From FOH		
29			SR TB	SM 58	TALL BOOM	SR
30			MONITOR TB	SM 58	TALL BOOM	
31			AUDIENCE L		SHORT BOOM	
32			AUDIENCE R		SHORT BOOM	

REQUIRED FROM VENUE:

- 9 x TALL BOOM STANDS
- 2 x ROUND BASE STRAIGHT STANDS
- 8 x SHORT BOOM STANDS
- ALL MICS LISTED and CABLING**

DRESSING & HOSPITALITY ROOMS

All dressing room requirements will be advanced with Artist's Tour / Production Manager

Dressing Room:

FRESH, CLEAN AND SEPARATED ICE TO BE REPLENISHED THROUGHOUT THE DAY

This lockable room is for the sole use of Artists and Artist's touring staff large enough to accommodate Twelve (12) people. It is extremely important that this room be clean and maintained, well lit (room & mirrors) at a comfortable temperature. Dressing room should include furniture for comfortable seating (example: small sofa, love seat, chair, table, end table, lamp, large floor rug). Dressing room shall have a direct connecting private toilet and shower facilities with hot and cold running water. (Please stock with toilet paper, paper towels, hand soap, trash cans). Dressing Room shall be ready five (5) hours prior to show and available through load-out.

Hospitality Room:

One (1) clean, large room is required for the accommodation of the Artists and Artist's guests. Hospitality room shall have One (1) 8ft table with the proper linens to present an attractive hospitality suite. Furniture including sofas, trash cans, chairs and tables are needed in this room as the Artist and Artist's guests shall use this space throughout the day.

DRESSING ROOM HOSPITALITY & CATERING

Please make sure that the rider is set up in the dressing room at the time of load-in

NOTE: No allowances have been made for local staff in any quantities set forth below

TOWELS: If new, please wash and dry. No bar rags please.

- Sixteen (16) Stage (Black)
- Ten (10) Shower (White)

FRESH, CLEAN AND SEPARATED ICE TO BE REPLENISHED THROUGHOUT THE DAY

BEVERAGES:

Coffee: Keurig Machine is Preferred

- ~~- One (1) Box of Twelve (12) Dark Roast K-Cups (Starbucks or Pets)~~
 - ~~- One (1) Box of Twelve (12) Medium Roast K-Cups (Starbucks or Pets)~~
 - ~~- Disposable Coffee Cups & Lids~~
 - Organic Heavy Whipping Cream
 - ~~- One (1) Box Stevia Packets~~
 - ~~- One (1) Box Raw Sugar Packets~~
 - Three (3) Cases (72 Plastic Bottles) Spring Water - Fiji, Evian, Deerpark. (No Purified or Distilled)
 - Twelve (12) Sprite Zero or Fresca
- dkm*

- Six (6) Diet Cokes
- Six (6) Cokes
- ~~Six (6) Cans of Perrier LIME Flavor Fizzy Water~~
- ~~Six (6) Sugar Free Gatorade Zero (Orange, Red or Blue)~~
- Eight (8) Sugar Free Red Bull Energy
- ~~One (1) Case (24) of Beer on Ice (Coors Light or Miller Light)~~
- ~~Sixteen (16) High Noon Spirits (8 vodka, 8 tequila)~~
- ~~One (1) 750ml Bottle of Vodka - Tito's or Ketel One~~ *dm*
- ~~One (1) Smallest Bottle of Jagermeister (No Airplane Size)~~
- Two (2) Bottles Cabernet (Red Wine) - Justin, J. Lohr or something great you might know about!
(with a corkscrew/wine opener & 4 wine glasses)

FOOD: (To be available on site upon load-in)

Jimmy John's 8" Subs (Mayo, Mustard, Dressing, Salt & Pepper on the side, please)

**If Jimmy John's is not available, comparable sandwiches from a local deli is fine*

- Four (4) #12 Beach Club
- Three (3) #12 Beach Club Unwich (Lettuce Wrapped)
- Two (2) #9 Italian Night Club
- Two (2) #9 Italian Night Club Unwich (Lettuce Wrapped)
- Four (4) #11 Country Club

(15 SANDWICHES TOTAL)

- One (1) Pickle Bucket
- Ten (10) Bags of Jimmy Chips (Mixed Flavors)

SNACKS:

- A few fresh bananas and red apples
- One (1) Bag Fritos Scoops
- Two (2) Cans of Fritos HOT Bean Dip
- One (1) Can Mixed Salted Nuts
- Four (4) Full Size Chocolate Candy Bars
- Three (3) Packs Sugarless Mint Chewing Gum

MISCELLANEOUS:

- Forty-Eight (48) 16oz. SOLO Cups (Red, Black or Clear)
- Twenty-Four (24) 10oz. Hot Coffee "To-Go" Style Paper Bowls
- Plastic Utensils (Forks, Spoons, Knives)
- Two (2) Rolls of Paper Towels
- One (1) Small Cooler for On-stage Drinks (Large enough to hold 6 beers)
- One (1) Bottle of Advil or Ibuprofen
- One (1) Small Bottle Waterless Hand Sanitizer
- Clean Ice for drinks, please

**Meal buyout*

Buyout Option:

If catering is not available, a meal buyout may be accepted as may be agreed to in advance, in writing by the Artist's Tour Manager / Production Manager. The meal buyout option must be provided in cash upon request at time of load-in. The following is the accepted buyout: Lunch: \$15.00 per person x 10 people, Dinner: \$30.00 per person x 10 people.

After Show Meals for 10 People:

Does your town have killer BBQ? The world's best pizza? Juiciest chicken fingers this side of the Pecos? Show the band your local favorite food. (x10) Artists like to think they eat healthy, so help them out. If dinner is in house, please advance with Tour Manager / Production Manager

**PLEASE ADVANCE WITH TONY MCILVAINE / 714-366-9180 / tpm714@aol.com
WE DO NOT LIKE TO WASTE AND CAN PROBABLY SAVE YOU MONEY IN ADVANCE!**

ACCEPTED AND AGREED:

Authorized Signature for Artist:

Print Name / Title:

Date:

Signature of Purchaser:

Kathryn Midsley

Print Name / Title

Kathryn Midsley

Date:

6/4/24

The Parties agree that the following amendments supersede any conflicting language in the Agreement. Both Parties agree to be bound by the following amendments. Any further amendments will only be in force if agreed upon by both parties in writing. All other aspects of the Agreement remain in force and effect.

AMENDMENTS TO AGREEMENT

(Starting at Page 5 of 6 Lit Agreement)

11. INDEMNIFICATION:

Add the following paragraph to this section as follows:

PURCHASER shall not be liable for, and ARTIST shall defend and indemnify PURCHASER and its officers, agents, employees, and volunteers (collectively "Purchaser Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of ARTIST or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. ARTIST shall have no obligation, however, to defend or indemnify Purchaser Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of Purchaser Parties.

12. DISPUTE RESOLUTION:

"Tennessee" or "State of Tennessee" or "State Courts of Tennessee" Shall be stricken and replaced with "State of California" wherever it appears in the Agreement.

(Starting at Page 2 of 10 Lit Rider)

Artist Rider:

Add the following wording:

"mutually agreeable artist rider with advance"

Audio Requirements:

Add the following language to this section:

"mutually agreeable audio requirements with advance"

Lighting Requirements:

Add the following language to this section:

"mutually agreeable lighting requirements with advance"

Backline Rider:

Add the following language to this section:

"mutually agreeable backline with advance"

