

DENVER & THE MILE HIGH ORCHESTRA

PERFORMANCE CONTRACT & RIDER

Booking Agent:

Behind the Voice Agency
Jan Smith
jan@behindthevoice.com
615.599.9809 ext 1 Phone
615.591.5694 Fax
118 Medford Pl
Franklin, TN 37064

Management:

Michael Smith and Associates
Kyle Johnson
kyle@michaelsmithandassociates.com
615.481.1950 Phone
615.591.5694 Fax
118 Medford Pl
Franklin, TN 37064

Road Manager:

Nathan Bierman
Nathan.bierman@gmail.com
615-732-9455 Phone

THANK YOU



Denver & The Mile High Orchestra first and foremost wants to say thank you for the invitation to be a part of the event you are planning and putting together. This contract/rider contains information that we believe will be very helpful to you and those working with you as we move forward through the stages of planning this event. This agreement does include some legal and technical language as well as some detailed requests. Some promoters we work with are very familiar with this process and the necessary language, however, some may be dealing with this for the very first time. For those of you that are new at this process, let us encourage you with this.

We certainly do understand that there are a lot of details covered in this rider, and some may seem unnecessary or even extravagant. We ask that you keep a few things in mind as you read through it. Due to the way we have chosen to carry out our ministry, being on the road very often, we try to establish and maintain a healthy and consistent lifestyle while traveling and being on the road. We do this so that it becomes more routine and as less stressful as possible. If there is ANYTHING in this rider that seems questionable to you, please allow us the opportunity to explain and the reason behind it. Denver & The Mile High Orchestra makes their living on the road, and this can certainly be a different way of life. Your attention to these details is definitely a way that you can help the band and crew of DMHO while they are with you. We certainly do look forward to our time together!

Visit the official Denver & The Mile High Orchestra Website at:
<http://www.denvermho.com>

Also, be sure to ask about the education side of Denver & The Mile High Orchestra, which is called DMHOU!

1. BILLING

ARTIST shall receive one hundred percent (100%) sole exclusive bill in any and all advertising and publicity when appearing as the sole act. When ARTIST is accompanied by other musicians, ARTIST shall receive prominent billing, and shall close the show at each performance during the engagement, unless specifically provided otherwise. When headlining, ARTIST shall have the right of approval of any and all other acts in the show, their set times, and set lengths. It is understood that this is a self-contained performance and there shall be no other presentations, announcers, speakers, guest artists, multimedia presentations, etc, without having this cleared through Management prior to the performance date.

2. PROMOTION

PURCHASER agrees to promote the scheduled performance(s) on such mediums as television, radio, newspapers and other print media, and will use its best efforts to obtain calendar listings, feature articles, interview of the ARTIST, reviews of the performance and ARTIST'S records in local major and alternative newspapers, radio, and television programs. PURCHASER shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising.

3. PUBLICITY PHOTOGRAPHS

The PURCHASER is *required* to use only photographs (and other promotional material) approved by ARTIST'S management for publicizing the engagement. Use of photographs (and other promotional material) will be utilized from the ARTIST'S website(s), <http://www.denvermho.com> and/or <http://www.promotion.denvermho.com>.

4. CLIPPINGS

As a special request, ARTIST Management asks that PURCHASER please forward clippings, reviews, advertising, and posters to:

Michael Smith and Associates
Attn. Kyle Johnson
118 Medford Pl
Franklin, TN 37064

If there are any questions or suggestions, please direct them to ARTIST Management at 615.481.1950 or kyle@michaelsmithandassociates.com

5. RECORDING

a) Video taping is not permitted during ARTIST'S performance, unless approval is obtained from ARTIST management, in writing, prior to the show. Personal video cameras are included. Please take the necessary action to insure that unauthorized video or audio taping does not take place.

b) PURCHASER agrees that any portion of ARTIST'S show shall not be used in any form for use on the Internet or for rebroadcast. (Live streaming, MP3 files, QuickTime, etc)

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 of order of any public authority, and/or any other cause or event, similar or dissimilar, beyond ARTIST's control, then ARTIST's obligations with respect to the affected performance(s) shall be excused and ARTIST shall have no liability to PURCHASER in connection therewith. Provided ARTIST is ready, willing, and able to perform, PURCHASER shall remain liable to pay ARTIST the full contract price plus any monies called for in the 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. OUTDOOR / INCLEMENT WEATHER

Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and PURCHASER shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. ARTIST reserves the sole right to determine in good faith whether any such weather conditions shall render performance(s) hazardous, impossible, or unsafe. In the event of an outdoor concert, plastic sheeting must be available to cover all areas of the working stage, mix locations, and the equipment. (It is extremely dangerous to work on a stage that is damp after rain.)

8. INDEMNIFICATION / CANCELLATION

PURCHASER agrees to indemnify and hold harmless ARTIST and each of its respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorney's 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, or agreement made by PURCHASER herein.

If PURCHASER cancels ARTIST's engagement PURCHASER agrees to the terms specified

in the booking agreement that is part of this contract.

In the event PURCHASER refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payment as proved herein, ARTIST shall have the right to refuse to perform this contract. ARTIST shall retain any amounts previously paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to ARTIST for the agreed price herein set forth. In addition, if on or before the date of any scheduled concert, PURCHASER has failed, neglected, or refused to perform any contract with any other performer or any earlier engagement, or if the financial standing, or credit of PURCHASER has been impaired, or is in ARTIST's opinion unsatisfactory, ARTIST shall have the right to demand the payment of the guaranteed compensation immediately. If PURCHASER fails or refuses to make such payment immediately, ARTIST shall have the right to cancel this contract. In such event ARTIST shall retain any amount previously paid to ARTIST by PURCHASER.

If PURCHASER fails to pay ARTIST, then PURCHASER is liable and responsible for the amount due ARTIST plus damages and attorney collection fees.

9. ATTORNEY'S FEES

In the event of any dispute arising under this Agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorney's fees and costs.

10. PAYMENT

All final payments at settlement shall be made by Money Order, Cash, Cashier's Check or Certified Check, made to *DMHO, LLC*, unless otherwise notified. Advance payments shall be sent to Artist's agent. The balance payments shall be settled with the Road Manager prior to the end of the performance! ***THE BALANCE DUE THE DAY OF THE SHOW SHALL BE PRESENTED TO THE ROAD MANAGER ONLY.***

For shows based on percentages, a complete, accurate, and detailed written final statement of account with respect to all ticket sales, together with payment in cash and/or cashier's check of any percentages and the balance of the guaranteed honorarium shall be submitted to the Road Manager, no later than one hour after the show begins. Please have all receipts available.

All deposits are nonrefundable, unless the ARTIST cancels this agreement.

11. WITHHOLDING

If PURCHASER is required by state or local law to make any withholding or deduction from the ARTIST fee specified in the attached contract, the PURCHASER shall furnish to ARTIST a copy of the pertinent law governing said deduction when returning this Agreement. PURCHASER agrees to pay all amusement taxes and sales taxes.

12. INSURANCE

PURCHASER agrees to obtain any and all necessary personal injury and property damage liability insurance with respect to the activities of ARTIST on the premises of PURCHASER or at such other location where PURCHASER directs ARTIST to perform. PURCHASER agrees to indemnify and hold ARTIST harmless from any and all claims, liabilities, damages, and expenses for injury, damages, or death to any person, persons, or property, including attorney's fees, demands, suits, or costs of whatever nature, arising from any action, activity, or omission of PURCHASER or third parties, except for claims arising from ARTIST'S willful misconduct gross negligence. At least ten (10) days prior to date of performance, PURCHASER shall provide to ARTIST Management a copy of PURCHASER'S policy of insurance indicating coverage of a minimum \$1,000,000 for personal injury and property damage, naming ARTIST as an additional insured for the date of performance.

13. GROUND TRANSPORTATION

Unless otherwise indicated, PURCHASER, at its sole expense, shall provide ground transportation to and from the place of engagement, airport, hotel, or any other destination deemed necessary by the Road Manager. Adequate room must be available when transporting ARTIST.

14. RUNNERS

PURCHASER shall provide two (2) designated persons to serve as runners for ARTIST, and are at the disposal of the Road Manager only, and will be available for running errands. These designated people should be licensed drivers with full insurance, at least eighteen (18) years of age, have a working cell phone and should have a good knowledge of the local area. These runners shall be available upon request from the time the ARTIST arrives at the venue, until the departure of the ARTIST. ***Please choose your runners carefully as they will be responsible for ARTIST'S safety and comfort.***

15. PRODUCTION OFFICE

A production office needs to be available for the Road Manager from the time of arrival until the time of departure. This office should contain the following:

- a) Good lighting
- b) Chairs and Tables or desk space
- c) A minimum of two (2) electrical outlets
- d) High Speed Internet access is requested. DMHO carries a wireless internet router to serve the needs of the ARTIST and ARTIST's personnel.
- e) A working phone

16. DRESSING ROOMS / MEETING ROOMS

The ARTIST's needs for dressing rooms are very critical to the quality of the event. All dressings rooms need to include (or be very close to) mirrors, restrooms, and a sink(s). If there are no counters in these rooms, there will need to be a 6 or 8 foot table in each room.

a) PURCHASER shall provide at least (1), and preferably (2), clean, lockable dressing room(s), large enough to comfortably accommodate (14) male band members.

b) PURCHASER agrees to be solely responsible for the security of all items in the dressing room area(s), and shall keep unauthorized people from entering said area.

c) Please supply some bottled water, juices, and soft drinks in the dressing rooms. Hard candy, mints, gum, cough drops, snacks, etc. are greatly appreciated.

d) These areas should be clearly labeled on the door of each of these rooms. If these rooms are difficult to locate, post signs pointing to their locations from the ARTIST entrance areas. ***THE PRIVACY OF THESE ROOMS IS VERY IMPORTANT.***

17. ARTIST'S PROPERTY

PURCHASER shall be responsible for any theft or damage to the equipment of ARTIST that may occur during the time that the equipment is located on PURCHASER'S premises.

18. SECURITY

PURCHASER will make a diligent effort during the performance to maintain a quiet listening audience. Audience shall be seated prior to the performance. PURCHASER is responsible for the conduct of its audience and shall provide adequate supervision of minors attending the performance. Any damage resulting from activities of the audience shall be the responsibility of PURCHASER. Security will be in place near all backstage/ARTIST areas, stage area, bus parking area, house mix position, and merchandise area throughout the performance, as well as, escorting ARTIST to meet and greet after the performance.

19. BACKSTAGE ACCESS

ARTIST will utilize their personal tour access passes for backstage/private areas. Security/Event Staff Supervisor/PURCHASER will be informed of this information by Road Manager upon arrival to the venue. These passes must be honored from arrival to departure of ARTIST on the event premises.

20. COMPLIMENTARY TICKETS

PURCHASER agrees to make (20) complimentary tickets available to ARTIST. These seats should be located approximately ten (10) rows back. The Road Manager will release unused comp tickets within one week of performance so that the PURCHASER may release those tickets for sale to the public. The Road Manager will give a list of ARTIST comp tickets/guests to the PURCHASER the day of the performance; so that they may be held at will call.

21. MERCHANDISING

ARTIST shall have the option to sell albums, videos, books, and/or merchandising material at the performance and shall retain 100% of the proceeds of such sales.

a) ARTIST has sole right to merchandise all products pertaining to ARTIST at no expense to the ARTIST, excluding normal hall and vending fees agreed upon in advance by ARTIST Management in writing. PURCHASER will not, nor will PURCHASER allow, any other party to sell or distribute merchandise bearing name, likeness, or logo of ARTIST, before, during, or after concert date.

b) PURCHASER will provide at its sole expense, (4) persons to sell ARTIST'S products. These individuals should be available thirty (30) minutes prior to doors opening to receive product and information at the merchandise area. The Merchandise Manager will conduct and set up merchandise area.

c) PURCHASER will provide the following equipment for ARTIST merchandising (to be placed in the merchandising area by 9:00 AM):

(i) Two (2) eightfoot (8') tables for ARTIST products

(ii) Two (2) eightfoot (8') tables for Compassion International products

(iii) One (1) eightfoot (8') table for ARTIST meet and greet

(iv) Two (2) 110V electrical outlets within 10 feet of product tables.

d) Merchandising shall be displayed in a prominent area of the foyer or lounge leading from the facility entrance to the performance area. No other sale or distribution of nonfood items will be allowed on, in, or near the concert area.

22. STAGE

The preferred stage size is at least thirty-two feet (32') wide by twenty-four feet (24') deep, and preferably four feet (4') high.

a) Stage must be accessible to performers in a manner other than through the audience. Whenever possible, stage should be no farther than fifteen feet (15') from the audience.

b) The stage needs to be clear of any and all items (chairs, plants, other equipment, scenery, etc.). If permanent obstructions exist, please note them to the Road Manager prior to arrival.

c) PURCHASER must supply the following risers prior to the arrival of ARTIST at the venue:

(i) 1—8' x 8' x 24" (drums)

(ii) 3—4' x 8' x 12" (guitar, bass, keys)

23. PARKING

PURCHASER agrees to provide secure and restricted parking for one 45' tour bus with one 16' trailer, both at the hotel and venue. Where it is available, we would like shore power for our bus and a qualified electrician to connect the necessary cables. The bus will have tie in tails and will need a fifty (50) AMP breaker. The bus should be parked as close to the stage as possible. In addition, adequate space for two normal size vehicles is requested at both the venue and hotel. *Please note that if shore power is not available, it will be necessary for the bus generator to run while parked at the venue.*

24. POWER

PURCHASER agrees to provide at least 4 multiple outlet locations of 20 amps single phase and 120 volts each on stage to accommodate ARTIST'S equipment. Additional power may be required if a production sound system is being provided. Contact the contractor for details (depending on venue specs).

25. SOUND SYSTEM

ARTIST agrees to provide FOH console, audio snake, and drive lines to main system provided by PURCHASER. ARTIST also agrees to provide all monitors and monitoring systems.

- a) The sound mix position will need to be eight feet (8') wide by eight feet (8') deep, and a table or platform may be necessary, depending upon the venue.

PURCHASER agrees to provide a complete professionally installed and maintained sound system or a temporary production sound system consisting of:

- a) A 3way or 4way speaker system able to deliver sound +/3dB to every permanent seat in the audience; 110dBA maximum continuous SPL, distortion and feedback free, at the FOH position.

***Preferred speakers are ElectroVoice, EAW, Meyer, JBL, Community, or professional equivalent.

- b) Equalization on Main System to be a minimum 1/3 octave graphic equalizer.

- c) Amplification is to be sufficient so as to power the above listed speaker system.

(20) Microphone cables; (20) microphone stands

***OPTIONAL (please check with Road Manager before making arrangements):

- (4) Music Stands; (3) Direct Boxes; (4) Microphones

Any alterations or deviations from the above items involving extra cost of equipment or labor, or substitutions of equipment, are subject to written agreement.

NOTE: UNDER NO CIRCUMSTANCES WILL ARTIST SHARE INPUT CHANNELS, MONITOR MIXES, MICROPHONES, STANDS, CABLES, SNAKES, A/C POWER, OR ANY OTHER AUDIO EQUIPMENT WITH ANY OTHER ACT PERFORMING ON THE SAME BILL.

THE ROAD MANAGER IS TO HAVE COMPLETE CONTROL OVER THE SOUND PRESSURE LEVELS, HOUSE LIGHTING LEVELS, AND CLIMATE CONTROL. NOTIFY ROAD MANAGER IMMEDIATELY REGARDING ANY LOCAL RESTRICTIONS SUCH AS A SOUND PRESSURE LIMIT.

26. STAGE LIGHTING

DMHO needs to be “well lit.” If you can accomplish this adequately with the lights that you have in your venue, then that will be sufficient. If you have any concerns in regards to lighting, please feel free to address them with the Road Manager.

****NOTE: DMHO prefers to have two (2) follow spots at all times if possible.*

27. HOUSE LIGHTING

The Road Manager/Production Manager will need complete control over the house lights in order to provide the best show possible. During the performance, all lights other than exit signs and aisle lights, need to be turned off. House lights should be dimmed starting ten (10) minutes before the start of the concert to facilitate audience being seated and the show beginning on time.

28. PRESHOW / POSTSHOW MUSIC

Preshow and postshow music will be provided by the ARTIST, unless otherwise agreed upon in writing. If ARTIST does not provide said music, Road Manager has full discretion over selected music.

29. VIDEO

DMHO utilizes video projection prior to and during the performance. PURCHASER shall provide at least one (1) projection screen/scrim and other necessary equipment to use for all video needs. ARTIST will provide all content on DVD. ARTIST has full discretion over any and all video presented during the event.

30. PERSONNEL

PURCHASER agrees to provide the following personnel to operate equipment:

- (1) Stage Manager
- (1) Lighting Director
- (1) Front of House assistant (person technically familiar with the sound system provided)
- (1) Monitor Engineer (if applicable)

- (1) Video Director
- (6) Stage Hands/Grips

Unless otherwise specified in writing, ARTIST will provide the Front of House Engineer and has full discretion and selection liberties concerning personnel filling the said position.

31. FOOD / HOSPITALITY

It is essential that all meals be served at the venue in a secured room away from the stage.

Food and beverages appropriate for time of day for (15) people shall be provided by PURCHASER.

a) Breakfast—Approximately 8:30 AM (variety of hot and cold foods; biscuits, pastries, fruits, casseroles, etc...)

b) Lunch—Approximately 11:30 AM (BBQ/Beef/Pork Sandwiches, Burgers, Hot Dogs, Taco Bar, Soups, Salads, Chips, Cookies, Desserts, etc...) **WE DO REQUEST NO SUB OR DELI/COLD MEAT SANDWICHES.**

c) Dinner—Approximately 5:30 PM (BBQ, Pasta selection, Steak/Roast Turkey Breast, Chicken Breast, Baked/Broiled Fish, Mexican Dinner, Roast Beef, Salads, Veggies, Bread, Potatoes, Rolls, Desserts, etc...) **WE DO REQUEST NO LASAGNA.**

d) Bus Snacks—Approximately 9:30 PM (a local favorite pizza, chicken wings, etc. or cereals, breakfast foods, etc...)

Please check with Road Manager to confirm exact menu prior to the day of the event.

Tables, chairs, tablecloths, napkins, silverware, plates, etc... are requested to make meals as comfortable as possible.

Please also have drinks (water, juice, sodas) and snacks available throughout the day as well. In addition, a minimum of thirty (30) bottles of water (at room temperature) must be available for the ARTIST an hour before doors open. This said amount of water shall be placed on or near the stage. (Dasani water is greatly appreciated.) Also, 15 hand sized towels must be placed, with the water, for ARTIST'S use during the performance. *Please contact ARTIST Management or Road Manager for more specifics regarding meals/catering.*

33. COMPASSION INTERNATIONAL

DMHO represents Compassion International at all events, unless specified by the PURCHASER at the time of entering into this contractual agreement. The PURCHASER agrees to provide an additional two (2) tables for the use of Compassion International in the same location as the DMHO merchandise tables. *NO VOLUNTEERS are necessary for this obligation!* There will be a brief ten (10) minute intermission in the performance, which allows for the Compassion International pitch. No other organization of this type may be presented from the stage without written approval from ARTIST's management.

34. LEGAL WARRANT

PURCHASER warrants that he/she has the right to enter into this contract and is of legal age.

35. AGREEMENT / EXECUTION

We understand that this is an enormous amount of information to read and comprehend as you prepare for this event. Denver and the Mile High Orchestra desires to bring a high quality, uplifting, and inspiring experience to every concert/event we perform. All of the details within this agreement are designed to make this event run as smooth as possible. Please know that we are extremely excited to be working with you, and greatly appreciate this opportunity!

If you have any questions, please contact Jan Smith with Behind the Voice at 615.599.9809 ext. 1 or Kyle Johnson with Michael Smith and Associates at 615.481.1950.

I, the undersigned, have read and understand the contents of DMHO’s contract/rider and do accept the responsibility of fulfilling all the requirements therein.

PURCHASER

ARTIST

Signature of PURCHASER

Denver & the Mile High Orchestra
Denver Bierman, DMHO, LLC.

Date

Date

Printed Name

Printed Name

Title

Title