

BALSAM RANGE

Technical Rider

Regarding the proposed engagement for BALSAM RANGE in _____
on, _____ this Technical Rider sets forth additional terms and conditions for said
engagement and is hereby made part of the contract
dated _____, between BALSAM RANGE (Artist) _____ (Purchaser).

1. BILLING

- A. BALSAM RANGE shall receive 100% sole exclusive headline billing (or 100% equal co-billing for festivals) in any and all advertising and publicity.

2. PAYMENT

- A. All payments to Artist shall be made in cash, U.S. currency or certified funds, unless otherwise specified on the face of the contract. If required, deposits are to be made payable to Class Act Entertainment.
- B. All payments shall be made as provided herein. In the event Purchaser fails to make payments at or before the time stipulated, Artist shall have the right to withhold performance without prejudice to their rights hereunder.
- C. Purchaser shall make all payments to Artist in a secured, private area which cannot be observed by anyone, either staff or audience.
- D. BOX OFFICE report: Purchaser to furnish a box office statement and unsold tickets or computer printout after Artist's show has started. This does not apply where Artist's fee is a flat rate guarantee.
- E. The release of any box office information (gross ticket sales, attendance, etc.) to any individual, media or trade publication, without the express written consent of Artist is strictly prohibited.

3. TICKETS

- A. Purchaser agrees to make 10 complimentary tickets available to Artist or Class Act Entertainment, upon request.
- B. Purchaser agrees to allot no more than 2% of total available seats as complimentary tickets (indoor events only).

4. PUBLICITY AND ADVERTISING

- A. Purchaser shall use only those photographs and publicity materials provided by Artist's representative for advertising and publicizing this engagement.
- B. As a special request, we ask that you please forward to Balsam Range clippings of reviews, publicity, advertising and copies of posters.

5. CONCESSIONS

- A. Artist shall have exclusive rights to and full control in and about the venue of any and all merchandise bearing the Artist's name and/or likeness, including but not limited to compact discs, cassette tapes, articles of clothing and souvenir photos. All receipts derived from sale of said merchandise shall belong solely to Artist. Provision of one table for the sale of merchandise is also appreciated.

6. DRESSING ROOM AND HOSPITALITY

- A. Purchaser agrees to provide water and drinking cups backstage. Private bathroom with hand washing and drying facilities is greatly appreciated.
- B. Coffee, unsweet iced tea, juices, sodas and bottled water, while not required, are also very much appreciated, as are snack foods such as fresh fruits & vegetables, Spam & saltine crackers, sandwiches. When possible, please provide seven (7) full course hot meals preferably consisting of the following: entree (chicken, fish, fajitas, BBQ, steak, or roast beef), three (3) vegetables, dinner salad with choice of dressing, dessert, and drinks (spring water, fruit juices, iced tea, soft drinks, coffee).
- C. If Purchaser is providing hotel accommodations: Please book six (6) rooms (non-smoking preferred) at a clean quality hotel or motel such as Holiday Inn, Hampton Inn, etc. Please register room and guarantee for late arrival in the name BUDDY MELTON.
- D. Purchaser will provide at least one clean dressing room for Artists' use (non-smoking please), and will keep that area reserved solely for Artist and authorized personnel.

7. SPECIAL CONSIDERATIONS

- A. Workshops involving Artist may only be scheduled with at least two weeks prior approval by Artist or Class Act Entertainment.
- B. Festival schedules with actual performance times should be sent to Class Act Entertainment as soon as they are available. This information is vital to Artist's itinerary.
- C. Sound check before the performance is one of the most important aspects of the performance and can considerably affect the quality of the show presented. If possible, please set aside one hour for sound check, and schedule this activity a minimum of three hours before performance time.
- D. Audience Control: Purchaser shall not allow audience into place of performance until technical set-up and sound check are completed. (Indoor events only).
- E. Set Length: The length of set specified on the front of contract refers to actual performance time, and should not include set-up or stage changing time. Artist carefully plans song selections to fit the unique needs of each performance situation. A change in the performance length could adversely affect the quality of the Artist's show. If it becomes necessary to change the set length(s), please give the Artist as much advance notice as possible.
- F. No recording or broadcasting of performance is permitted without Artist's written consent and approval.
- G. Parking: BUYER shall provide parking for one (1) 30' Sprinter unless this is a fly date.
- H. Representatives from Class Act Entertainment in attendance at engagement shall be provided the same level of credentials and hospitality as the artist, including catering and access to all areas of the venue.

8. TECHNICAL AND STAGING

The audience's enjoyment of our performance depends on the expert application of a professional quality sound reinforcement system and the cooperation of the technical staff with the Artist. Though the specific needs of each venue are unique, the following specifications should be considered an absolute minimum. Thank you for helping us provide the most professional quality show possible.

NOTE: Stage Plot and other resources are available by request.

I. STAGING

- A. Minimum stage size: 24' width x 16' depth x 1' height. For taller stages place steps up stage left and up stage right to facilitate access.
- B. Stage surface must be level and cleared of any equipment not being used in conjunction with date.
- C. 12' wide x 8' deep space to be used in house for house audio console and lighting console. This will be in house center approximately 65' from center of stage. Two (2) 3'x 8' banquet tables to be placed at load-in for consoles.
- D. The following requirements pertain to outdoor shows only:
 - 1. Stage covering must cover entire performance and monitor mix area at a minimum height of 10' above stage surface.
 - 2. House sound and lighting covering must be 12' wide x 8' deep at a height of 7' above ground.

II. LIGHTING

The following are practical suggestions for lighting the production:

- A. Front truss / position:
 - 1. Five (5) ellipsoidals or PAR 64s to provide a 5 kilowatt wash (or LED=).
 - 2. One (1) 1 kilowatt ellipsoidal special (LED=).
- B. Rear truss / position: Five (5) washes of 1 kilowatt fresnels or PAR 64s at 4 kilowatts per wash (or LED=).
- C. Appropriate dimmer racks and light console to operate light rig.
- D. Experienced light board operator and two Clearcom headset systems with individual stations for: FOH, lighting console, dimmers, and house lights.

III. FOH Sound System Requirements (Prefer Digital Mixing Console)

House Console: 32 channel or larger mixing console (no Mackie, Peavey, etc) with four (4) band parametric EQ, insert jacks, and at least one (1) post fader auxiliary send (Midas, Yamaha, or better quality console). **NO BOSE, PEAVEY, OR MACKIE SOUND SYSTEM TO BE USED AT ANY TIME.** House Outboard Gear: 1. Reverb: One (1) high quality reverb. Acceptable units are Lexicon PCM 80, Yamaha SPX 900 or like quality units. 2. Compressors: Eight (8) channels of compression. Acceptable units are BSS, dbx 160A, dbx 166AA or better quality units. High quality 3, 4, or 5 way sound system capable of providing clear, undistorted, evenly distributed direct sound throughout venue. System must be able to sustain musical program of frequencies from 30 Hz to 20 kHz (+ or - 3 dB) at mean level of 108 dB and handle peak levels of 116 dB, measured (C weighting) from house mix position. Acceptable speaker components are EAW, D&B, NEXO, JBL, Meyer, EV, Vertec Line Arrays or comparable units. System should be set up in stereo with two (2) one-third octave equalizers, two (2) high quality limiters for mains, high quality active crossover and snake. Please also provide a CD player for tuning system and pre-show music. Two (2) positions of intercom: house mix position and monitor mix position. See attached Stage plot and Input List for position of on-stage gear, microphone and DI specifications, and configuration of system inputs. Balsam Range requires a minimum 8 of microphone stands, 12 channel sub snake and cables to support all input needs, not to be shared by any other acts.

IV. MONITOR SYSTEM - We provide our own monitor world including a digital console and IEM wireless unless otherwise requested.

8. CANCELLATION

A. In the event that this engagement is not presented on the day and time scheduled because of inclement weather, the Artist shall be paid in full provided they are present and ready to perform.

B. Artist's obligation hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riot, strikes, and labor disputes, epidemics, and any order or act of public authority, or any other cause similar or dissimilar, beyond Artist's control.

C. Artist shall have the right to cancel the engagement, without liability, upon written thirty (30) days' notice to BUYER prior to performance.

9. ANTICIPATED BREACH OF CONTRACT

It is expressly agreed that Class Act Entertainment has the right, on behalf of the Artist at any time, to require payment in full prior to engagement(s) mentioned on the face of this contract. The Purchaser's failure to comply with these provisions shall be considered willful breach of contract and all deposits in possession of Class Act Entertainment shall be retained on behalf of the Artist.

ATTENTION PURCHASER:

This rider is intended to enable the Artist to give the best possible performance to your audience. We realize that venues and show sites vary greatly, and if you have difficulty meeting any requirements listed in this rider, please contact John Holder, Balsam Range FOH/Production Manager at 828-201-5646 or Class Act Entertainment 615-262-6886.

To advance the date, contact Mandy Tenery -- Mandy.tenery@balsamrange.com or 336-909-1921

Day-of-show contacts:

Buddy Melton -- buddymelton@hotmail.com -- cell 828-506-9357

Caleb Smith - Cbaxsmith@yahoo.com -- cell 828-734-1329

PLEASE SIGN AND RETURN WITH THE ATTACHED SIGNED CONTRACT.

PURCHASER: _____ DATE: _____