

60th Anniversary Questions and Answers
(From the March 9th email)

Sun Group Expenses

- **Where are the items listed on line two on page 44 “Second Community Stage to by...lighting monitor package, DJ Rig, Mic Package, railing...”? (\$7,500)**

Answer: This equipment was rented for the 60th anniversary event and it was not purchased by the City.

- **Where are the items listed on line two on page 49 “Second Community Stage to by...lighting monitor package, DJ Rig, Mic Package, railing...”? (\$7,500)**

Answer: This equipment was rented for the 60th anniversary event and it was not purchased by the City.

- **Were items listed on line 8-11 (10’ 50 amp twist, 25’ 50 amp twist, 100 amp non GFI box, 400 amp 4 phase Distro box) purchased? If yes, where are they?**

Answer: This equipment was rented for the 60th anniversary event and it was not purchased by the City.

- **On page 72 there is a different invoice number and the same items. Were all of the Sun Group invoices checked for duplicate billing?**

Answer: Yes, they were checked, which is why this invoice was not paid. There is a note on the invoice that states that the charges were paid by the City with invoice #375-2 (Attachment 1).

- Where are the listed on line 3 on page 75 for the Interverlometer and Universal Moveable Camera Base.”

Answer: This equipment was rented for the 60th anniversary event and it was not purchased by the City.

Band/Entertainment Expenses

- Were the talent contract amounts matched to the amounts paid to them (e.g. Adam Green/Bink Shapiro, Beach Fossils, Eric Burdon and the Animals, Wanda Jackson, Berlin).

Answer: Yes, the contract amounts match the amounts paid. All of the documents related to the band/entertainment mentioned in this question have been provided in Attachment 2. This includes the contracts, check requests and copies of the checks.

All band/entertainment contracts, check requests and copies of the checks are on the City's website. Specifically, the band/entertainments link is working; however, some individuals have challenges opening some of the links on the website which City staff has discovered is an issue with the type of search engine being used. Any of these documents that someone would like to see City staff would be happy to provide copies of.



The SUN Grp, LLC

P.O. BOX 1612
 NEWPORT BEACH, CA 92659
 P: 714.290.0375
 F. 949.258.5273

PAID - with
 invoice # 375-2

INVOICE #37

DATE: JULY 22ND, 2013

To: The City Of Costa Mesa 77 Fair Drive Costa Mesa, Ca 92704 Ph. 714.754.5667 Attn: Dan Joyce	Project: The City Of Costa Mesa's 60 Year Anniversary Event
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THE SUN GRP PROPOSES TO FURNISH ALL PRODUCTION NEEDS & ALL LABOR STATED BELOW TO COMPLETE THIS PROJECT.

	DESCRIPTION	UNIT PRICE	AMOUNT
1	Equipment Rental - Articulating Boom - AJ450 <Week Rate> <i>PAID INV # 375-2</i>	950.00	\$950.00
1	Equipment Rental - 5k Forklift - FG25 <Week Rate> <i>PAID INV # 375-2</i>	500.00	\$500.00
1	Equipment Rental - Reach Fork - TH460 " "	1050.00	\$1050.00
1	Delivery / Pick Up " "	100.00	\$400.00
1	Refill Propane - Fork Lift " "	52.51	\$52.51
1	Refill Unleaded - Boom Lift " "	91.00	\$91.00
1	Refill Diesel - Reach Fork " "	58.00	\$58.00
1	10' 50amp Twist " "	40.00	\$40.00
2	25' 50amp Twist " "	65.00	\$130.00
3	100amp non GFI Box " "	180.00	\$540.00
1	400amp 3phase Distro Box " "	200.00	\$200.00
1	Delivery <6/28 @ 10am> " "	100.00	\$100.00
ALL WORK PERFORMED BY THE SUN GROUP. WILL BE COMPLETED IN A SUBSTANTIAL AND WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES FOR THE SUM OF:			TOTAL: \$4,161.51
PLEASE MAKE ALL CHECKS PAYABLE TO THE SUN GRP, LLC			

TERMS: ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS OF PRODUCTION OR LABOR WILL BE EXECUTED UPON WRITTEN CHANGE ORDERS. CHANGE ORDERS WILL BECOME AN EXTRA CHARGE OVER THE SUM MENTIONED IN THIS CONTRACT. ALL AGREEMENTS MUST BE IN WRITING.

Thank you for the your business.

Check Date	Payable To:	Amount	Service
	BANDS/ENTERTAINMENT (EXCLUDING SUN GROUP)		
8/9	300th Family Support	\$400.00	Army band
6/28	Anthony Thomas Adams	\$200.00	Tony Adams
6/28	Arnold Barrera Jr.	\$760.00	Mariachi
6/14	Bleached	\$2,000.00	Panache Booking: Bleached
6/14	Bond Music Group	\$2,000.00	Jacques Renault
6/28	Cory Case	\$250.00	Cory Case
6/7	Creative Artists Agency	\$1,500.00	Droog - Band
9/13	Dan Krikorian	\$975.00	Perform 60th Song
6/21	Daniel Michicoff	\$900.00	Tijuana Panthers
8/2	Daniel Venegas	\$250.00	DJ
6/28	Donald L. Stocker	\$150.00	DJ
6/28	Eric Torres	\$200.00	Band: Trust
✓ 4/26	Ground Control Touring	\$5,000.00	Adam Green & Binki Shapiro
✓ 6/7	Ground Control Touring	\$5,000.00	Adam Green & Binki Shapiro
✓ 5/10	Ground Control Touring	\$1,100.00	Beach Fossils
✓ 6/7	Ground Control Touring	\$9,900.00	Beach Fossils
6/21	HMBSMS/Danny Rose	\$1,250.00	HMBSMS deposit/Danny Rose
6/21	HMBSMS	\$1,250.00	HMBSMS balance
7/26	Mario Efrain Cotto	\$200.00	DJ
6/28	Martin Torrez	\$150.00	Martin Torrez
6/28	Matthew Hill	\$150.00	Albert Candy
6/28	Micah Christopher Brown	\$600.00	Micah Christopher Brown
6/21	Moonsville Records	\$500.00	Moonsville Collective
6/7	Paradigm Talent	\$3,000.00	Little Hurricane
6/28	Pinch Me Band	\$600.00	Pinch Me Band
6/28	Richard Olivares	\$300.00	Richard Olivares
6/7	Saint Motel	\$1,500.00	High Road Touring: Saint Motel
	Saint Motel	-\$1,500.00	Refund
✓ 6/7	Eric Burdon Inc.	\$12,500.00	Eric Burdon & The Animals
✓ 6/7	The Mob Agency	\$10,000.00	Berlin
6/7	The Soft Pack	\$2,500.00	High Road Touring: The Soft Pack
6/14	The Windish Agency	\$1,250.00	Jerome LOL
6/14	The Windish Agency	\$1,500.00	Mr. Little Jeans
6/21	Vern Altieri	\$1,200.00	Catalina Island All Star
✓ 6/7	Wanda Jackson Ent.	\$10,000.00	Wanda Jackson
6/7	White Arrows Music	\$2,000.00	High Road Touring: White Arrows
6/7	WME Entertainment	\$4,500.00	The White Buffalo
6/7	WME Entertainment	\$1,250.00	Anna Lunoe
6/7	WME Entertainment	\$15,000.00	Chevy Metal

Ground Control Touring

Ground Control Touring LLC

Check Date: 06/07/2013

Check No. 0172334

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
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Balance Contract #22826	04/19/2013	00392632	5,000.00	0.00	5,000.00
<i>Balance-Adam Green/Binki Shapi</i>					

0172334

I ACKNOWLEDGE RECEIPT OF
 WARRANT NUMBER _____

 SIGNATURE
 6/11/13
 DATE

Vendor Number 0000021709	Vendor Name Ground Control Touring LLC	Total Discounts \$0.00
Check Number 0172334	Date 06/07/2013	Total Amount \$5,000.00
		Discounts Taken \$0.00
		Total Paid Amount \$5,000.00

CITY OF COSTA MESA
 77 Fair Dr
 Costa Mesa, CA 92626

BANK OF AMERICA
 3233 Park Center Dr.
 Costa Mesa, CA 92626
 16-66/1220

0172334

Void After 90 Days

Date 06/07/2013

Pay Amount \$5,000.00***

Pay ****FIVE THOUSAND AND XX / 100 US DOLLAR****

To The
 Order of
 GROUND CONTROL TOURING LLC
 20 JAY ST STE #826
 BROOKLYN, NY 11201

|||||

COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268
Costa Mesa, CA 92627

CHECK REQUEST

FINANCE DEPARTMENT
13 JUN -5 AM 10:20
CITY OF COSTA MESA
CALIFORNIA

Requested By:

Organization: Costa Mesa 60th Anniversary Committee

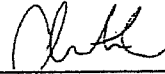
Date: June 5, 2013

Amount: \$5,000

Submitted by:

Christine Cordon
Print Name

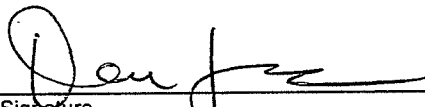
Committee Secretary
Title


Signature

Approved by:

Mike Scheafer
Print Name

Committee Chair
Title


Signature
For Mike Scheafer

Payee: Ground Control Touring #21709

Account No.: 217137-705

Address: 20 Jay Street, Ste. 826

Account Name: Costa Mesa 60th Anniversary

City, State, Zip: Brooklyn, NY 11201

Payee Tax ID No.: _____

Telephone Number: _____

E-Mail Address: stephanie@groundcontourtouring.com

Description: (Please initial invoice and attach)

Balance due 6/30/13 for Contract #22826 (Adam Green and Binki Shapiro)

Mail to: Ground Control Touring


Address: 20 Jay Street, Ste. 826

City, State, Zip: Brooklyn, NY 11201

Staff Approval:

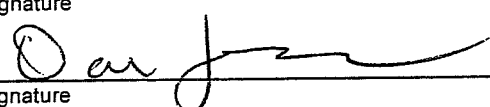
Christine Cordon
Print Name

Special Events Coordinator
Title

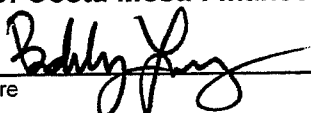

Signature

Dan Joyce
Print Name

Public Affairs Manager
Title


Signature

City of Costa Mesa Finance Department Approval:


Signature

6/6/13
Date

Ground Control Touring LLC

Check Date: 04/26/2013 Check No. 0171503

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
Deposit Contract #22826	04/19/2013	00297092	5,000.00	0.00	5,000.00

I ACKNOWLEDGE RECEIPT OF

WARRANT NUMBER _____

Chih

SIGNATURE

May 14, 2013

DATE

Vendor Number 0000021709	Vendor Name Ground Control Touring LLC	Total Discounts \$0.00	Total Paid Amount \$5,000.00
Check Number 0171503	Date 04/26/2013	Discounts Taken \$0.00	Total Amount \$5,000.00

CITY OF COSTA MESA
77 Fair Dr
Costa Mesa, CA 92626

BANK OF AMERICA
3233 Park Center Dr.
Costa Mesa, CA 92626
16-66/1220

0171503

Void After 90 Days

Date 04/26/2013

Pay Amount \$5,000.00***

Pay ****FIVE THOUSAND AND XX / 100 US DOLLAR****

To The **GROUND CONTROL TOURING LLC**
Order of 20 JAY ST STE #826
BROOKLYN, NY 11201



COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268
Costa Mesa, CA 92627

CHECK REQUEST

Requested By:

Organization: Costa Mesa 60th Anniversary Committee

Date: April 18, 2013

Amount: \$5,000

Submitted by:

Christine Cordon
Print Name

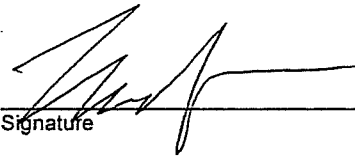
Committee Secretary
Title


Signature

Approved by:

Mike Scheafer
Print Name

Committee Chair
Title


Signature

Payee: Ground Control Touring

Account No.: 217137-705

Address: 20 Jay Street, Ste. 826

Account Name: Costa Mesa 60th Anniversary

City, State, Zip: Brooklyn, NY 11201

Payee Tax ID No.

Telephone Number: _____

E-Mail Address: stephanie@groundcontroltouring.com

Description: (Please initial invoice and attach)

Deposit for Contract #22829

Mail to: Do not mail; return check to Christine Cordon

Address:

City, State, Zip:

Staff Approval:

Christine Cordon
Print Name

Special Events Coordinator
Title



Signature

Dan Joyce
Print Name

Public Affairs Manager
Title

Signature

City of Costa Mesa Finance Department Approval:


Signature

4/23/13
Date



BROOKLYN
CARRBORO
NASHVILLE

292632
6/5

Page Number: 1 of 1
Printed On: Apr 19, 2013 3:16 PM
Agent: Eric Dimenstein
CONTRACT #: 22826

By mutual agreement made this date, Apr 19, 2013 by and between Adam Green & Binki Shapiro (hereinafter referred to as "ARTIST") and City of Costa Mesa (hereinafter referred to as "PURCHASER"). The undersigned ARTIST and PURCHASER agree to the following terms and conditions for the entertainment presentation described below.

ARTIST: Adam Green & Binki Shapiro FROMETER: Roland Barrera
BILLING: Special Event 714.290.0375
DATE(S): Sat Jun 29th, 2013 roland@sophisticatesunited.com

VENUE: City of Costa Mesa's 60-Year Anniversary
ADDRESS: 77 Fair Dr
Costa Mesa, CA 92626
CAPACITY: 5000
AGES: All Ages

TICKETS:	Quantity	Comps/Kills	Type	Adv/Dos	Total
	5000		General Admission	\$25.00/\$25.00	\$125,000.00
				Gross Potential	\$125,000.00
				Adjusted Gross Ptnl	\$125,000.00
				Gross Ptnl After Taxes & Fees	\$125,000.00

TERMS: Guarantee - \$10,000.00 Flat

WLKOUT PTNTL: \$10,000.00

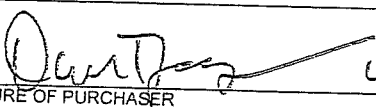
OTHER ARTISTS: Eric Burdon and The Animals
Matt Costa

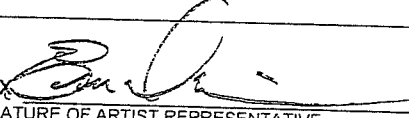
MERCH: All: 100% Artist Sells

PAYMENTS: \$5,000.00 deposit payable to Ground Control Touring, due by 4/12/2013

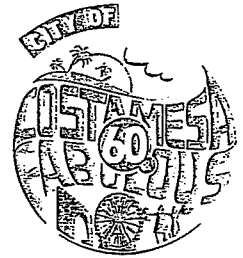
Balance of guarantee plus any overages to be paid by Balance in Cash/Cashiers Check to Solomon's Temple Touring LLC / 46-1102447 upon completion of performance(s).

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the ARTIST. It is expressly understood by the PURCHASER and the ARTIST who are parties to this contract that neither GROUND CONTROL TOURING nor its employees nor directors are parties to this contract in any capacity other than as agent and, therefore, that neither GROUND CONTROL TOURING nor its employees nor directors shall be liable for the performance or breach of any provision hereof. This contract shall not be binding unless signed by all parties hereto. Should any additional provision(s), rider, addendum and/or expense sheet be annexed to this agreement it/they shall also constitute a part of this agreement, and shall be signed by all parties to this contract. The agreement of the ARTIST to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

BY: X  4/19/13
SIGNATURE OF PURCHASER
Dan Joyce - Public Affairs Manager
City of Costa Mesa
CEO Office, 5th Floor 77 Fair Drive
Costa Mesa, CA 92628
Phone: (714) 754-5667 Fax: (714) 754-5330

BY: X 
SIGNATURE OF ARTIST REPRESENTATIVE
Solomon's Temple Touring LLC
c/o Ground Control Touring
20 Jay St., Suite 826
Brooklyn, NY 11201
Phone: 718.218.8203 Fax: 718.218.8205

THE HISTORY
WHILE YOU
CELEBRATE IT



May 14, 2013

Stephanie Green
Ground Control Touring
20 Jay Street, Ste. 826
Brooklyn, NY 11201

RE: Costa Mesa 60th Anniversary Celebration –
Contract #22826, Adam Green & Binki Shapiro

Dear Ms. Green:

Please find enclosed two duplicate original agreements of Contract #22826 for Adam Green & Binki Shapiro, and a deposit check in the amount of \$5,000. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon
City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christine Cordon".

Christine Cordon
City of Costa Mesa Special Events Coordinator/
60th Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, SUN Grp, LLC
Dan Joyce, City of Costa Mesa ✓

CORDON, CHRISTINE

From: Nicole Roeder / Ground Control Touring [nicole@groundcontourtouring.com]
Sent: Friday, June 21, 2013 9:04 AM
To: CORDON, CHRISTINE
Cc: Stephanie/Ground Control; Erin Blake
Subject: Re: Beach Fossils - Costa Mesa / Ground Transportation

Monday is ideal, as we are not in the office tomorrow. No problem and thank you.

On Jun 21, 2013, at 12:01 PM, CORDON, CHRISTINE wrote:

I checked our mail room and it did NOT get picked up yet :X And I apologize, I was out of the office most of Wednesday and yesterday to check. Is it too late if it gets out today for delivery tomorrow/Monday?

--Christine

From: Nicole Roeder / Ground Control Touring [mailto:nicole@groundcontourtouring.com]
Sent: Friday, June 21, 2013 8:26 AM
To: CORDON, CHRISTINE
Cc: Stephanie/Ground Control; Erin Blake
Subject: Re: Beach Fossils - Costa Mesa / Ground Transportation

Christine,

As of yesterday we hadn't gotten this, can you confirm it went out on the 18th?

Thanks,
Nicole

On Jun 18, 2013, at 4:53 PM, Stephanie/Ground Control wrote:

Thats fine. You can send along with Beach Fossils.

On Jun 18, 2013, at 4:49 PM, Nicole Roeder / Ground Control Touring wrote:

Hi Christine,

Most likely, but I'll let Steph in our office confirm. She's handling Adam & Binki.

Steph, will you let her know?

Thanks!

On Jun 18, 2013, at 3:43 PM, CORDON, CHRISTINE wrote:

Do you need the check for Adam Green/Binki Shapiro, too? It has already been cut but to Ground Control Touring.

--Christine

From: Nicole Roeder / Ground Control Touring [mailto:nicole@groundcontroltouring.com]
Sent: Tuesday, June 18, 2013 10:59 AM
To: CORDON, CHRISTINE
Cc: Erin Blake; John Chavez
Subject: Re: Beach Fossils - Costa Mesa / Ground Transportation

Great. Thank you!

On Jun 18, 2013, at 12:16 PM, CORDON, CHRISTINE wrote:

Perfect. It will go out via FedEx Standard Overnight today

Sent from my iPhone

On Jun 18, 2013, at 7:44 AM, "Nicole Roeder / Ground Control Touring" <nicole@groundcontroltouring.com> wrote:

Yes. Can you go ahead and send the check now and we'll settle with the band immediately following the performance?

Thanks,
Nicole

On Jun 17, 2013, at 9:25 PM, CORDON, CHRISTINE wrote:

I'm not sure if I can get a new check cut in time. Would it work if I forward you the check and you can cut a check to them? Just looking all the options because I definitely don't want to delay any payments :D

--Christine

From: Nicole Roeder / Ground Control Touring [mailto:nicole@groundcontroltouring.com]
Sent: Monday, June 17, 2013 12:31 PM
To: CORDON, CHRISTINE
Cc: 'Roland Barrera'; JOYCE, DAN; Erin Blake; John Chavez / Ground Control Touring
Subject: Re: Beach Fossils - Costa Mesa / Ground Transportation

OK, that's fine! Would you be able to cut a new check made out to Beach Fossils rather than Ground Control Touring in time for the performance?

Thanks!

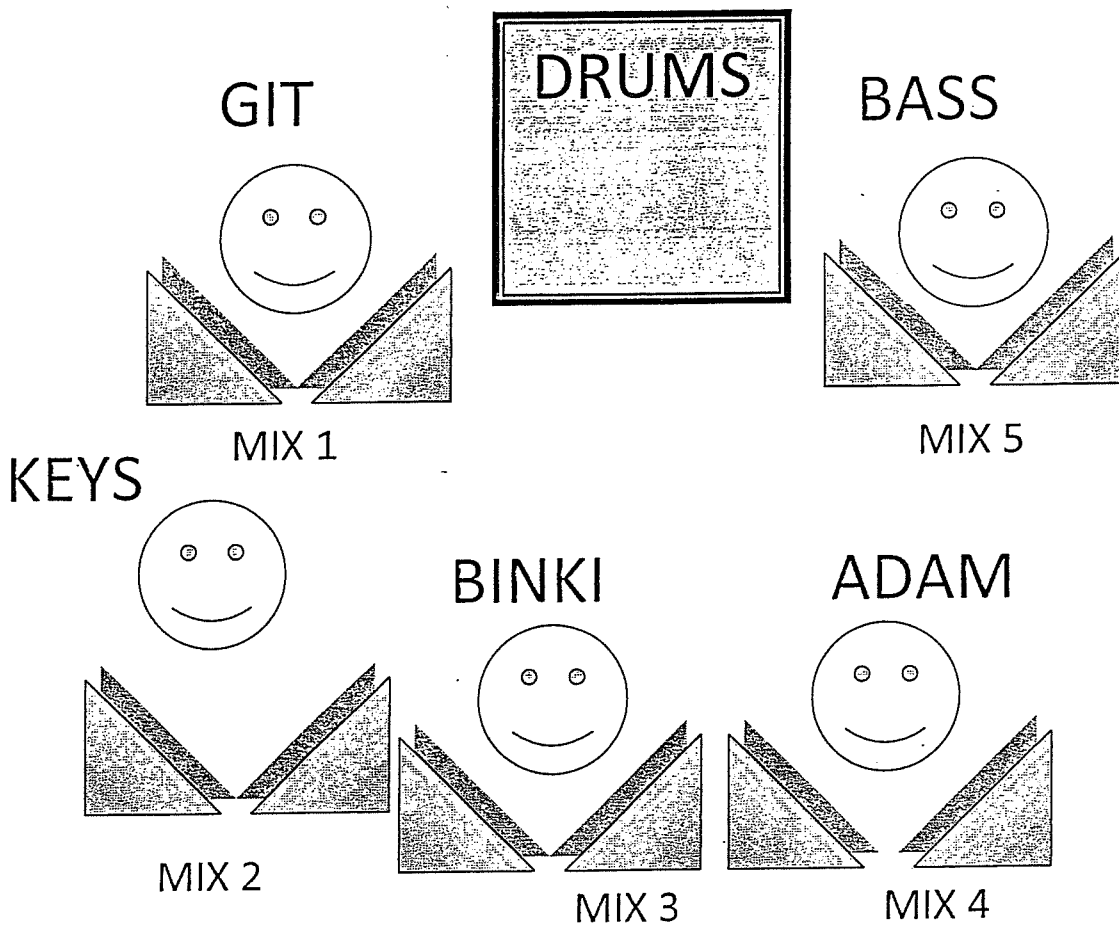
ADAM GREEN & BINKI SHAPIRO

CH	INSTRUMENT	MIC/DI	INSERT	STAND	NOTE
1	KICK	901	Gate+Comp		
2	SNARE 1 ↑	Audix D1	Gate+Comp	Short Boom	
3	H/H	SM 81		Short Boom	
4	RACK	E904	Gate		
5	FLOOR	E904	Gate		
6	OH L	KSM 27	Comp	Tall Boom	
7	OH R	KSM 27	Comp	Tall Boom	
8	BASS DI	BSS active DI	Comp		
9	NORD L	BSS active DI			
10	NORD R	BSS active DI			
11	KEY DI	BSS active DI			
12	ELEC GIT	SM 57		Short Boom	
13	ADAM ACOUSTIC	BSS active DI	Comp		
14	ADAM VOX	BETA 58 A	Comp	Tall Boom	CABLE TAPED
15	BINKI VOX	BETA 58 A	Comp	Straight	
16	SPARE VOX	BETA 58 A	Comp	Tall Boom	CABLE TAPED

WE REQUIRE AN ADEQUATE FOH SYSTEM FOR THE VENUE (L'ACOUSTICS V-DOSC / DV-DOSC/ D&B/ MEYER) AND A SEPARATE MONITOR SYSTEM;

WE REQUIRE 6 MIXES, RUNNING 5 PAIRS OF BI AMPED MONITORS AND A DRUM FILL (L'Acoustics/ D&B)

NB CHANNEL LIST SUBJECT TO CHANGE



Ground Control Touring

Ground Control Touring LLC

Check Date: 06/07/2013

Check No. 0172333

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
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Balance Contract #22954	04/19/2013	00292631	9,900.00	0.00	9,900.00
<i>Beach Fossils Balance</i>					

I ACKNOWLEDGE RECEIPT OF
WARRANT NUMBER _____
Don J...

SIGNATURE
6/7/13

DATE

Vendor Number 0000021709	Vendor Name Ground Control Touring LLC	Total Discounts \$0.00
Check Number 0172333	Date 06/07/2013	Total Amount \$9,900.00
		Discounts Taken \$0.00
		Total Paid Amount \$9,900.00

CITY OF COSTA MESA
77 Fair Dr
Costa Mesa, CA 92626

BANK OF AMERICA
3233 Park Center Dr.
Costa Mesa, CA 92626
16-66/1220

0172333

Void After 90 Days

Date 06/07/2013

Pay Amount \$9,900.00***

Pay *****NINE THOUSAND NINE HUNDRED AND XX / 100 US DOLLAR*****

To The
Order of
GROUND CONTROL TOURING LLC
20 JAY ST STE #826
BROOKLYN, NY 11201



COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268
Costa Mesa, CA 92627

CHECK REQUEST

FINANCE DEPARTMENT
13 JUN -5 AM 10:20
CITY OF COSTA MESA
CALIFORNIA

Requested By:

Organization: Costa Mesa 60th Anniversary Committee

Date: June 5, 2013

Amount: \$9,900

Submitted by:

Christine Cordon
Print Name

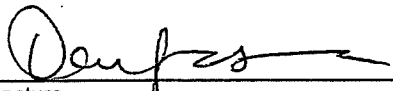
Committee Secretary
Title


Signature

Approved by:

Mike Scheafer
Print Name

Committee Chair
Title


Signature
For Mike Scheafer

Payee: Ground Control Touring #21709

Account No.: 217137-705

Address: 20 Jay Street, Ste. 826

Account Name: Costa Mesa 60th Anniversary

City, State, Zip: Brooklyn, NY 11201

Payee Tax ID No.: _____

Telephone Number _____

E-Mail Address: stephanie@groundcontroltouring.com

Description: (Please initial invoice and attach)

Balance due 6/30/13 for Contract #22954 (Beach Fossils)

Mail to: Ground Control Touring

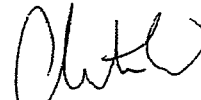
Address: 20 Jay Street, Ste. 826

City, State, Zip: Brooklyn, NY 11201

Staff Approval:

Christine Cordon
Print Name

Special Events Coordinator
Title



Signature

Dan Joyce
Print Name

Public Affairs Manager
Title

Signature

City of Costa Mesa Finance Department Approval:


Signature

6/6/13
Date

Ground Control Touring LLC

Check Date: 05/10/2013 Check No. 0171788

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
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Deposit Contract #22954 6/30/13 Beach Fossils	04/19/2013	00291631	1,100.00	0.00	1,100.00
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I ACKNOWLEDGE RECEIPT OF
WARRANT NUMBER _____
[Signature]
SIGNATURE
May 14, 2013
DATE

Vendor Number 0000021709	Vendor Name Ground Control Touring LLC	Total Discounts \$0.00
Check Number 0171788	Date 05/10/2013	Total Amount \$1,100.00
		Discounts Taken \$0.00
		Total Paid Amount \$1,100.00

CITY OF COSTA MESA
77 Fair Dr
Costa Mesa, CA 92626

BANK OF AMERICA
3233 Park Center Dr.
Costa Mesa, CA 92626
16-66/1220

0171788

Void After 90 Days

Date 05/10/2013

Pay Amount \$1,100.00***

Pay ****ONE THOUSAND ONE HUNDRED AND XX / 100 US DOLLAR****

To The **GROUND CONTROL TOURING LLC**
Order of 20 JAY ST STE #826
BROOKLYN, NY 11201



COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268
Costa Mesa, CA 92627

CHECK REQUEST

Requested By:

Organization: Costa Mesa 60th Anniversary Committee

Date: April 30, 2013

Amount: \$1,100

Submitted by:

Christine Cordon
Print Name

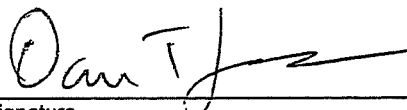
Committee Secretary
Title


Signature

Approved by:

Mike Scheafer
Print Name

Committee Chair
Title


Signature

Payee: Ground Control Touring

Account No.: 217137-705

Address: 20 Jay Street, Ste. 826

Account Name: Costa Mesa 60th Anniversary

City, State, Zip: Brooklyn, NY 11201

Payee Tax ID No.: _____

Telephone Number _____

E-Mail Address: stephanie@groundcontroltouring.com

Description: (Please initial invoice and attach)

Deposit for Contract #22954

Mail to: Do not mail; return check to Christine Cordon


Address: _____

City, State, Zip: _____

Staff Approval:

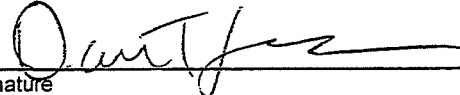
Christine Cordon
Print Name

Special Events Coordinator
Title


Signature

Dan Joyce
Print Name

Public Affairs Manager
Title


Signature

City of Costa Mesa Finance Department Approval:


Signature

5/8/13
Date

**GROUND
CONTROL
TOURING**

BROOKLYN
CARRBORO
NASHVILLE

Page Number: 1 of 2
Printed On: Apr 19, 2013 1:45 PM
Agent: John Chavez
CONTRACT #: 22954

By mutual agreement made this date, Apr 19, 2013 by and between Beach Fossils (hereinafter referred to as "ARTIST") and City of Costa Mesa (hereinafter referred to as "PURCHASER"). The undersigned ARTIST and PURCHASER agree to the following terms and conditions for the entertainment presentation described below.

ARTIST:	Beach Fossils	PROMOTER:	Roland Barrera
BILLING:	Festival		714.290.0375
DATE(S):	Sun Jun 30th, 2013		roland@sophisticatesunited.com
VENUE:	City of Costa Mesa's 60-Year Anniversary	PRODUCTION:	Roland Barrera
ADDRESS:	77 Fair Dr Costa Mesa, CA 92626		714.290.0375
CAPACITY:	5000		roland@sophisticatesunited.com
AGES:	All Ages		

TICKETS:	<i>Quantity</i>	<i>Comps/Kills</i>	<i>Type</i>	<i>Adv/Dos</i>	<i>Total</i>
	5000		General Admission	\$25.00/\$25.00	\$125,000.00
				<i>Gross Potential</i>	\$125,000.00
				<i>Adjusted Gross Ptnl</i>	\$125,000.00
				<i>Gross Ptnl After Taxes & Fees</i>	\$125,000.00

TERMS: Guarantee - \$11,000.00 Flat
Plus: Hotel, ground transportation, and backline.

WLKOUT PTNTL: \$11,000.00

MERCH: All: 100% Artist Sells

SCHEDULE: Set Time: 6:00 pm

PAYMENTS: \$1,100.00 deposit payable to Ground Control Touring. due hv 6/16/2013

Balance of guarantee plus any overage... sh to Beach Fossils / Fed II
upon completion of performance(s).

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the ARTIST.

It is expressly understood by the PURCHASER and the ARTIST who are parties to this contract that neither GROUND CONTROL TOURING nor its employees nor directors are parties to this contract in any capacity other than as agent and, therefore, that neither GROUND CONTROL TOURING nor its employees nor directors shall be liable for the performance or breach of any provision hereof.

This contract shall not be binding unless signed by all parties hereto. Should any additional provision(s), rider, addendum and/or expense sheet be annexed to this agreement it/they shall also constitute a part of this agreement, and shall be signed by all parties to this contract.

The agreement of the ARTIST to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

BY: X Dan Joyce 4/19/13
SIGNATURE OF PURCHASER
Dan Joyce - Public Affairs Manager
City of Costa Mesa
CEO Office, 5th Floor 77 Fair Drive
Costa Mesa, CA 92628
Phone: (714) 754-5667 Fax: (714) 754-5330

BY: X John Chavez
SIGNATURE OF ARTIST REPRESENTATIVE
c/o Ground Control Touring
20 Jay St., Suite 826
Brooklyn, NY 11201
Phone: 718.218.8203
Fax: 718.218.8205

EXPENSES

ARTIST: Beach Fossils
DATE(S): Sun Jun 30th, 2013

BILLING: Festival

VENUE: City of Costa Mesa's 60-Year Anniversary
ADDRESS: 77 Fair Dr
 Costa Mesa, CA 92626

AGES: All Ages
CAPACITY: 5000

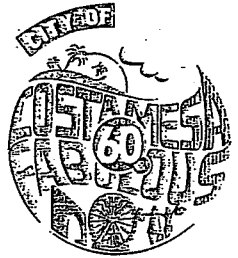
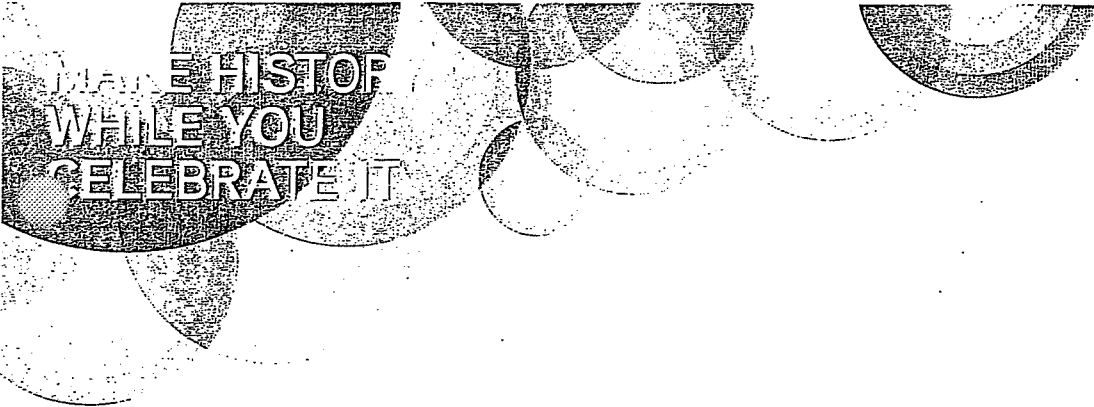
TICKETS:	<i>Quantity</i>	<i>Comps/Kills</i>	<i>Type</i>	<i>Adv/Dos</i>	<i>Total</i>
	5000		General Admission	\$25.00/\$25.00	\$125,000.00

Gross Potential \$125,000.00
Adjusted Gross Ptnl \$125,000.00
Gross Ptnl After Taxes & Fees \$125,000.00

TERMS: Guarantee - \$11,000.00 Flat
 Plus: Hotel, ground transportation, and backline.

FIXED EXPENSES:		ARTIST GUARANTEE(S):	
ADVERT: ASCBMISSC: BACKLINE: BARRIC: BOXOFF: BRNDTRNS: CATER: CHRRNT: CLEANUP: DAMAGE: DRRMS: ELECPWR: EQPRNT: FOH/MONITOR: FIREMN: FORKLIFT: FURNTR: HSEEXP: INSUR: LIGHT TEK: LOADERS: MEDIC: MISC: MONTRS: PARKING: PATTX: PERMITS:	PHONE: PIANO: POLICE: PRODTECH: PRODUCTION: \$25,000.00 PTUNER: RENT: RIGGERS: RUNNER: S&L: \$1,500.00 SECPVT: \$5,000.00 SECT-SHT: SETUP: SOUND: SPOTOP: SPOTS: STAFF: STAGE: STGHNDS: STGMGR: TKTPRNT: TKTSELL: TKTTAKE: TOWELS: USHERS: UTILITIES:	Beach Fossils: \$11,000.00	
		VARIABLES:	
		TOTALS:	
		TOTAL GUARANTEE(S): \$11,000.00	
		TOTAL VARIABLES: \$0.00	
		TOTAL FIXED EXP: \$31,975.00	
		BREAK EVEN: \$42,975.00	
		BREAK EVEN UNITS: 1,719	
		BREAK EVEN %: 34.38%	
		DEAL CALCULATIONS:	
		PRMTR PROFIT %:	
		PRMTR PROFIT \$: \$0.00	
		WLKOUT PTNTL \$: \$11,000.00	
		WLKOUT PTNTL %: 8.8%	
SUBTOTAL:		\$31,975.00	

THE EXPENSES ABOVE ARE ESTIMATED AMOUNTS FOR USE IN DEAL CALCULATIONS. SETTLEMENT WILL BE BASED ON ACTUAL DOCUMENTED EXPENSES.



May 14, 2013

Stephanie Green
Ground Control Touring
20 Jay Street, Ste. 826
Brooklyn, NY 11201

RE: Costa Mesa 60th Anniversary Celebration - Contract #22954, Beach Fossils

Dear Ms. Green:

Please find enclosed two duplicate original agreements of Contract #22954 for Beach Fossils, and a deposit check in the amount of \$1,100. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon
City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200

Thank you.

Sincerely,

Christine Cordon
City of Costa Mesa Special Events Coordinator/
60th Anniversary Planning Committee Secretary

Enclosures (3)

cc: Roland Barrera, SUN Grp, LLC
Dan Joyce, City of Costa Mesa ✓

CORDON, CHRISTINE

From: Nicole Roeder / Ground Control Touring [nicole@groundcontroltouring.com]
Sent: Friday, June 21, 2013 9:04 AM
To: CORDON, CHRISTINE
Cc: Stephanie/Ground Control; Erin Blake
Subject: Re: Beach Fossils - Costa Mesa / Ground Transportation
Monday is ideal, as we are not in the office tomorrow. No problem and thank you.

On Jun 21, 2013, at 12:01 PM, CORDON, CHRISTINE wrote:

I checked our mail room and it did NOT get picked up yet :X And I apologize, I was out of the office most of Wednesday and yesterday to check. Is it too late if it gets out today for delivery tomorrow/Monday?

--Christine

From: Nicole Roeder / Ground Control Touring [mailto:nicole@groundcontroltouring.com]
Sent: Friday, June 21, 2013 8:26 AM
To: CORDON, CHRISTINE
Cc: Stephanie/Ground Control; Erin Blake
Subject: Re: Beach Fossils - Costa Mesa / Ground Transportation

Christine,

As of yesterday we hadn't gotten this, can you confirm it went out on the 18th?

Thanks,
Nicole

On Jun 18, 2013, at 4:53 PM, Stephanie/Ground Control wrote:

Thats fine. You can send along with Beach Fossils.

On Jun 18, 2013, at 4:49 PM, Nicole Roeder / Ground Control Touring wrote:

Hi Christine,

Most likely, but I'll let Steph in our office confirm. She's handling Adam & Binki.

Steph, will you let her know?

Thanks!

On Jun 18, 2013, at 3:43 PM, CORDON, CHRISTINE wrote:

Do you need the check for Adam Green/Binki Shapiro, too? It has already been cut but to Ground Control Touring.

--Christine

From: Nicole Roeder / Ground Control Touring [mailto:nicole@groundcontroltouring.com]
Sent: Tuesday, June 18, 2013 10:59 AM
To: CORDON, CHRISTINE
Cc: Erin Blake; John Chavez
Subject: Re: Beach Fossils - Costa Mesa / Ground Transportation

Great. Thank you!

On Jun 18, 2013, at 12:16 PM, CORDON, CHRISTINE wrote:

Perfect. It will go out via FedEx Standard Overnight today

Sent from my iPhone

On Jun 18, 2013, at 7:44 AM, "Nicole Roeder / Ground Control Touring"
<nicole@groundcontroltouring.com> wrote:

Yes. Can you go ahead and send the check now and we'll settle with the band immediately following the performance?

Thanks,
Nicole

On Jun 17, 2013, at 9:25 PM, CORDON, CHRISTINE wrote:

I'm not sure if I can get a new check cut in time. Would it work if I forward you the check and you can cut a check to them? Just looking all the options because I definitely don't want to delay any payments :D

--Christine

From: Nicole Roeder / Ground Control Touring
[mailto:nicole@groundcontroltouring.com]
Sent: Monday, June 17, 2013 12:31 PM
To: CORDON, CHRISTINE
Cc: 'Roland Barrera'; JOYCE, DAN; Erin Blake; John Chavez / Ground Control Touring
Subject: Re: Beach Fossils - Costa Mesa / Ground Transportation

OK, that's fine! Would you be able to cut a new check made out to Beach Fossils rather than Ground Control Touring in time for the performance?

Thanks!

FRANCIS, RICK

From: Kaz Pio Kasiano <kazkasiano@hotmail.com>
Sent: Monday, November 18, 2013 1:17 PM
To: FRANCIS, RICK; O'DONOGHUE, COLLEEN
Cc: roland@sophisticatesunited.com
Subject: RE: Security for city event
Attachments: City of Costa Mesa - Sun Group.pdf

Hi Rick,

My name is Kaz and I am the owner of the tpss,inc. We have provided VIP security service for numerous events sungroup (Roland). I was referred by Roland to Dan Joyce and we communicated through email. Dan requested a proposal. He emailed and asked if the price could be lowered, I advise him that its our normal rate for private events. 2 days before the events, Roland advised me that Dan told him to go ahead and schedule our services. I had to scramble to put together a team for the 3 days. The invoice was submitted to SunGroup (Roland) because I assumed we were getting paid through SunGroup, I am now just finding out that it was supposed to be through the city. If I need to submit another invoice directly to the city please let me know and I will change the client info and submit the info. My guys were there for 3 days in the heat and in professionals business suit provide security services for the VIP areas for 3 days. They provided professional services without incidents and they made sure the performers and their guests were cared for. Please let me know how I can fix this.

From: rick.francis@costamesaca.gov
To: roland@sophisticatesunited.com
CC: kazkasiano@hotmail.com; COLLEEN.O'DONOGHUE@costamesaca.gov
Subject: RE: SUN Inv #361 + #375-2
Date: Mon, 18 Nov 2013 18:23:32 +0000

From: kazkasiano@hotmail.com
To: dan.joyce@costamesaca.gov; barrera.roland@gmail.com; kaz@tpssinc.com
Subject: RE: Security for city event
Date: Thu, 6 Jun 2013 15:00:10 -0700

Hi Dan,

Unfortunately its our lowest price. Our security professionals pay rates start at \$15.00 per hour.

Thank you,

Kaz

From: DAN.JOYCE@costamesaca.gov
To: kazkasiano@hotmail.com

Subject: RE: Security for city event
Date: Wed, 5 Jun 2013 22:13:07 +0000

 Roland,

OCFEC security is \$13 per hour for staff. Can he come down on his price a little? Or can we just use them?

From: Kaz Pio Kasiano [mailto:kazkasiano@hotmail.com]
Sent: Friday, May 31, 2013 1:53 PM
To: Roland Barrera
Cc: JOYCE, DAN
Subject: RE: Security for city event

> Subject: Security for city event
> From: barrera.roland@gmail.com
> Date: Fri, 31 May 2013 08:07:59 -0700
> CC: DAN.JOYCE@costamesaca.gov
> To: kazkasiano@hotmail.com

> Hi Kaz,

> When you get a moment can you shoot us over your estimate for the three days in June? Thanks again and let me know if you have questions.

 >
>
> Best,

> Roland

> Sent from my iPhone 4

Eric Burdon Inc.

Eric Burdon Inc

Check Date: 06/07/2013			Check No. 0172320		
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount

Balance Contract #20132	06/04/2013	00292783	12,500.00	0.00	12,500.00
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Band: Eric Burdon & The Animals

I ACKNOWLEDGE RECEIPT OF
 WARRANT NUMBER _____

 SIGNATURE
 6/17/13
 DATE

Vendor Number 000021760	Vendor Name Eric Burdon Inc	Total Discounts \$0.00
Check Number 0172320	Date 06/07/2013	Total Amount \$12,500.00
		Discounts Taken \$0.00
		Total Paid Amount \$12,500.00

CITY OF COSTA MESA
 77 Fair Dr
 Costa Mesa, CA 92626

BANK OF AMERICA
 3233 Park Center Dr.
 Costa Mesa, CA 92626
 16-66/1220

0172320

Void After 90 Days

Date 06/07/2013

Pay Amount \$12,500.00***

Pay ****TWELVE THOUSAND FIVE HUNDRED AND XX / 100 US DOLLAR****

To The Order of
 ERIC BURDON INC
 OJAI, CA 93024



COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268
Costa Mesa, CA 92627

CHECK REQUEST

Requested By:

Organization: Costa Mesa 60th Anniversary Committee


Date: June 5, 2013

Amount: \$12,500

Submitted by:

Christine Cordon
Print Name

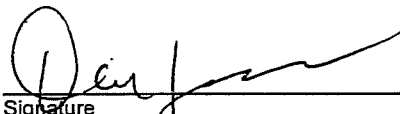
Committee Secretary
Title


Signature

Approved by:

Mike Scheafer
Print Name

Committee Chair
Title


Signature
For Mike Scheafer

Payee: Eric Burdon, Inc.

Account No.: 217137-705

Address: _____

Account Name: Costa Mesa 60th Anniversary

City, State, Zip: Ojai, CA 93024

Payee Tax ID No.: _____

Telephone Number: _____

E-Mail Address: marianna@ericburdon.com

Description: (Please initial invoice and attach)

Balance due 6/29/13 for Eric Burdon

Mail to: Eric Burdon, Inc.


Address: _____

City, State, Zip: Ojai, CA 93024

Staff Approval:

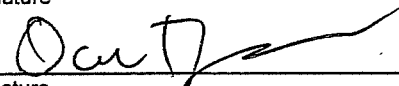
Christine Cordon
Print Name

Special Events Coordinator
Title

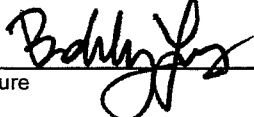

Signature

Dan Joyce
Print Name

Public Affairs Manager
Title


Signature

City of Costa Mesa Finance Department Approval:


Signature

6/6/13
Date

AMANDA

KOH, AMANDA

From: CORDON, CHRISTINE

Sent: Wednesday, June 05, 2013 4:36 PM

To: KOH, AMANDA

Subject: RE: Dep for Eric Burdon

CHRISTINE

AMANDA

We actually paid that amount to The SUN Grp, who then wired the money electronically to Eric Burdon.

--Christine

From: KOH, AMANDA

Sent: Wednesday, June 05, 2013 4:28 PM

To: CORDON, CHRISTINE

Subject: Dep for Eric Burdon

Christine,

I have request to pay the balance for Eric Burdon & The Animals. The problem is I do not see the deposit of \$12,500.

Please check your record for the deposit. If we did not pay them, do I process two separate checks or one check for full amount?

I need to know ASAP.

Thanks.

Amanda Koh

City of Costa Mesa, Finance Department

Phone (714) 754-5216

Fax (714) 754-5040

amanda.koh@costamesaca.gov

ERIC BURDON, INC.

Contract # 20132

Agreement made this date, Tuesday, May 28, 2013 by and between Eric Burdon, Inc. (hereinafter referred to as Artist) and the city of Costa Mesa. (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST(S): Eric Burdon & The Animals 100% HEADLINE BILLING

VENUE: City Of Costa Mesa's 60-Year Anniversary Phone:
77 Fair Dr. Costa Mesa, CA, 92704

DATE(S): Saturday, June 29, 2013
Artist to perform one (1) show approximately 75 minutes in length

TYPE: Festival

	Quantity	Grs Price	Cmp/KIs	Deduct	Net Price	Discrptn	No.Days/Shows: 1
TICKETS:	ADV. \$25.00			DOS. \$30.00			Show Time[s]: TBA

TERMS: \$25,000.00 Flat Guarantee

Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist, any and all rider requirements.

Purchaser to provide and pay for sound, lights and backline equipment; all internal ground transportation; two (2) rooms at a minimum of four star hotel for two (2) nights as per Artist rider and specifications and subject to Artist's approval.

ADDITIONAL PROVISIONS:

The deposit will be nonrefundable if the purchaser breaches any portions of the contract or rider. Artist to be paid in full rain or shine.

No performance of the engagement shall be recorded, reproduced, or transmitted from the place of the performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist.

Artist's name or likeness may not be used as part of merchandise and/or endorsement of any product, service or company in connection with any commercial tie up without artist's prior written consent.

PAYMENTS: \$12,500 deposit to Eric Burdon Inc., due by: June 1, 2013. The balance of the guarantee (\$12,500) shall be paid to artist or artist's representative immediately prior to soundcheck via cash or cashier's check to Eric Burdon Inc. Wire Information

This contract shall not be binding unless signed by all parties hereto. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract. In the event of a conflict between any such attached Addendum and/or Rider and this Agreement, the attached Addendum and/or Rider, as applicable, shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written

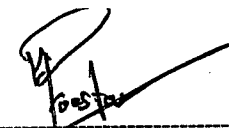
Eric Burdon, Inc.

Dan Joyce
Public Affairs Manager

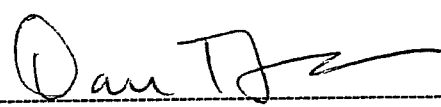
Eric Burdon
Fed ID #:

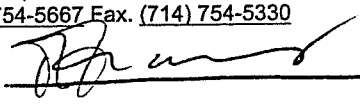
ID TAX:

X


Eric Burdon Inc.
Costa Mesa, CA 93024

X


City of Costa Mesa
CEO Office, 5th Floor
77 Fair Drive, Costa Mesa, 92628
Ph. (714) 754-5667 Fax. (714) 754-5330

X 

RIDER 2013

This rider is intended to give you an outline of requirements.

Because the exact line-up of musicians is subject to change, please contact Marianna Proestou at _____ a or _____) _____ in advance of renting equipment, making arrangements, etc.

ALL FLYERS, POSTERS, ETC. MUST BE PRE-APPROVED BY MARIANNA PROESTOU – PLEASE CONTACT HER PRIOR TO ANY ADVERTISEMENT AND/OR PROMOTION.

We are happy to provide you with any promo materials as needed.

IMPORTANT – PLEASE READ:

It is very important that you read all pages of the following contract rider very carefully. By signing this rider you are agreeing to all items, and we will expect them to be met unless otherwise agreed to in advance of the show.

We are flexible in some areas of the rider, but in others there can be no omissions or substitutions, so to avoid problems upon our arrival, please let us know ahead of time if you are having trouble with any part of the rider. Please notify Marianna Proestou if you cannot meet any of our requirements.

We can then decide on a solution ahead of time and avoid problems on the day of the show.

Thank you for your cooperation!

Manager: Marianna Proestou

Email: _____

Tel.: +1 _____

Method of Payment

1. A 50% deposit is to be made to Paquin Entertainment in the form of a certified or corporate check to be sent upon signing of the contract.
2. **CASHIER'S CHECK or CASH** is to be presented to Marianna Proestou **PRIOR TO PERFORMANCE**. Absolutely no personal checks will be accepted. Checks should be made payable to Eric Burdon, Inc.
3. In cases where ARTIST is to be paid on a percentage basis, PURCHASER agrees to give ARTIST or ARTIST'S representative the right to enter the box office at any time (prior to, during or after performance) to examine and make extracts from the box office records of PURCHASER relating to the gross receipts of this engagement. PURCHASER agrees to have box office statement, ticket manifest, and all other receipts pertaining to the contract available to the ARTIST prior to the performance on the day of the show.

Media/Passes/Recording, etc.

1. Upon signing of the contract, PURCHASER and/or VENUE will provide manager and publicist Elizabeth Freund (Elizabeth@beautifuldaymedia.com) with all media contacts including print, radio, television, internet, etc in the surrounding area.
2. ARTIST/Manager reserves the right of approval of all radio, television, newspaper, magazine or other interviews made in connection with this performance, as well as any media passes to the performance.
3. PURCHASER and/or VENUE **WILL NOT** permit the recording, or broadcast, audio and/or visual, of any performance without the express prior written consent of ARTIST.
4. The audience must be strictly instructed by signs at the entrance that **NO RECORDING (AUDIO OR VIDEO)** is allowed and that smoking during the performance is strictly forbidden. PURCHASER and/or VENUE is responsible for the enforcement of these regulations.
5. If recording facilities are available at the venue, the venue will provide a multi-track recording and/or video of the performance free of charge to the artist. The artist will retain all copyright to such recordings, audio and/or video. A list of names of sound engineers, camera operators, etc should be provided to the manager along with such materials.
6. In the event that there are any local union charges in conjunction with this engagement, PURCHASER agrees to assume all cost in conjunction herewith.

7. **TV appearance:** ARTIST shall have the right to cancel this engagement without liability upon notice in writing to PURCHASER, not later than thirty (30) days prior to the date of engagement hereunder, in the event there has been secured for ARTIST a commitment for a motion picture, a series of television programs, a television "special", a major television network guest appearance, which would interfere with any engagement hereunder.
8. ARTIST shall receive at least fifteen (15) complimentary passes for each show.

Merchandising

ARTIST and his staff are the only authorized persons to sell artist's programs, posters, t-shirts, CD's, etc. PURCHASER and/or VENUE will provide two tables with sufficient lighting, six (6) coat hangers, as well as an experienced person to sell merchandise at the venue, at no cost to ARTIST.

Ground Transportation

PURCHASER shall provide all ground transportation in a late model town car for Eric Burdon and a van or bus that will carry minimum 9 passengers (besides driver) and 15 pieces of luggage (including 5 large guitar cases). The vehicle must have good air conditioning/heat, and the driver must be a non-smoker who is properly licensed and insured.

PURCHASER is responsible for picking up each member of the band at the airport, and/or the hotel, and/or the venue. Please contact _____ arrival and departure times for each band member.

As Eric arrives immediately prior to the show and leaves the venue immediately after the performance, a RUNNER must be available to drive him to and from the hotel, as needed.

Support Acts

ARTIST's management shall be granted right of approval of all support acts, production, and length of set. A link to proposed support act's website, EPK and music shall be provided to Artist's management to aid in the decision.

House Piano

If there is an existing house piano on stage, it must be struck prior to ARTIST'S load-in.


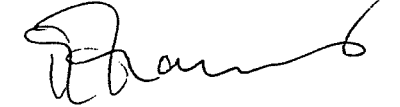
Breach of Agreement

In the event of breach by PURCHASER of any of the terms or conditions of this agreement, ARTIST will not be required to perform. ARTIST to be paid in full regardless of weather conditions.

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

NOTE: If you have any questions or problems, please contact marianna@ericburdon.com.

ACCEPTED AND AGREED

PURCHASER

ACCEPTED AND AGREED

ARTIST ERIC BURDON, INC
C/O MARIANNA PROESTOU

Hotel Rooms

PURCHASER shall provide accommodations for band and crew at the same hotel for each night of contracted performance plus one night on travel day(s) if necessary, consisting of ten (10) hotel rooms. Please confirm with _____ prior to making hotel reservations, in order that she may approve the hotel and exact number of rooms needed.

Hotel:

- 4 star minimum
- Air conditioning/heating in all rooms
- As close as possible to the venue
- Please make sure there is **NO construction, renovation, or any unusual activity** (High School proms, or any other youthfully exuberant activity) planned at the hotel during the stay of the band.

Upon Arrival For Eric Burdon:

A representative should pre-register Eric Burdon under the name ANONYMOUS and advise hotel crew not to make his room or telephone line accessible to anyone AT ANY TIME (ARTIST'S management will provide a list of people who are authorized to contact Eric during his stay). A representative should meet ARTIST in the lobby upon arrival and escort him to his room. Please provide representative's cell phone number so that manager can coordinate ARTIST'S arrival with him/her. Manager will deal with the front desk regarding incidentals. An envelope with a room list and key must be provided to manager upon arrival. Ahead of ARTIST'S arrival, a representative should make sure room is very warm during winter time or relatively cool during summer time (NOT freezing).

Eric Burdon's Hotel Room:

One (1) suite for Eric Burdon. King size bed (no split mattresses); non-smoking room, with bath tub and microwave oven; the farthest away from elevators and ice machines as possible; with high speed internet access, free of charge. **Windows in hotel room MUST be able to open.**

PURCHASER shall place in Eric Burdon's hotel room, upon arrival, the following:

- Two (2) large bottles of Pellegrino or Perrier Sparkling Water
- Two (2) large bottles Fiji Natural water
- One (1) bottle of Francis Ford Coppola Claret Red Wine with corkscrew, 2 wine glasses
- Earl Grey tea with hot water, a boiler machine and 2 cups and spoons
- Honey
- Lemons (2)
- Garlic
- Olive oil
- Four (4) bottles of Starbucks Iced Café Latte (mocha, caramel or vanilla flavor)
- One (1) box of Epsom Salts

ROOM LIST

Name

Room #

Eric Burdon

Marianna Proestou

*Attached or close to Eric Burdon's suite

Eric McFadden

Billy Watts (smoking room)

Terry Wilson

Teresa James

Wally Ingram

Tony Braunagel

Red Young

TBA

Backstage, Hospitality

1. BACKSTAGE ROOMS

One (1) dressing room (for Eric Burdon)

- Exclusively for Eric Burdon
- Clean, well-lit, but still cozy
- Lockable, key shall be provided to ARTIST'S representative upon arrival for sound check.
- Air conditioning or heat depending on the weather
- Bathroom facilities

PURCHASER shall place in Eric Burdon's dressing room, upon arrival at venue, the following:

- Two large bottles of Pellegrino or Perrier Sparkling Water
- One large bottle of Coconut water
- One large and four small bottles of Fiji Natural water
- One bottle of Francis Ford Coppola Claret Red Wine with corkscrew, two short water glasses and two wine glasses
- One package of Cadbury Finger Original Cookies with Milk Chocolate
- One large yellow Toblerone chocolate bar
- Earl Grey tea with hot water, with two cups and four spoons
- Honey
- Two Lemons
- One package of Ricola lemon-honey lozenges
- Two bottles of Starbucks Iced Café Latte (mocha, caramel or vanilla flavour) One large clean towel
- Two small, clean hand-towels
- One pair of black socks
- One jar of Paul Mitchell Firm Dry Wax hair product

One (1) Band dressing room

- Clean, well-lit, but still cozy
- Lockable, key shall be provided to ARTIST'S representative upon arrival for sound check.
- Air conditioning or heat depending on the weather
- Bathroom facilities

PURCHASER shall place in Band's dressing room, upon arrival at venue, the following:

- Ten clean face towels, black color
- A selection of sandwiches with cold cuts and cheese on different plates with knives, plastic plates, etc.

- A selection of sweets, chocolate, salted snacks, etc.
- A selection of seasonal fruits
- Two dozen bottles of Stella Artois beer on ice with a bottle opener
- Four bottles of red wine with corkscrew
- Ginger beer, Bundaberg or Cock 'n Bull
- One six-pack of Coca Cola on ice
- One six-pack of Diet Coke on ice
- One six-pack of Red Bull on ice
- One quart of orange juice on ice
- Bottled iced tea
- Twenty small bottles of non-carbonated spring water (Evian or similar) on ice
- Four large bottles of Pellegrino or Perrier water
- Six bottles of Coconut Water
- Fresh, hot coffee (not decaffeinated), with sugar, milk, cups and spoons
- Earl Grey, Herbal tea and English Breakfast tea bags, hot water.
- Honey and sugar
- A selection of FRESH donuts, not prepackaged, including at least two mocha glazed
- Plastic cups and glasses for drinks
 - Ginger ale
 - Green tea
 - Almond milk
- One bucket of clean ice for drinks
- All beverages should be well cooled in refrigerator or ice tub
- If/when venue merchandise is available, please provide a few in various sizes for band and crew. Thanks in advance!

One (1) Production office

- Well-lit, clean room with the following:
- Desk, chair
- A copy of all press associated with Eric and/or the event
- Two tickets, posters, flyers for the show
- Telephone and fax with unlimited direct outside dialing
- High speed wireless internet access FREE of charge
- Printer

2. FOOD

Dinner at no cost to ARTIST

- If a club/venue, band and crew prefer to eat immediately after sound-check. Meal should include meat and vegetable, as well as a side dish, salad and dessert. If there is only one entrée choice, fish or chicken is preferred.
- If a festival, food vouchers and/or buyout should be provided. If festival provides catering, same as above applies.
- If a casino, meal vouchers should be provided to each member of the band and crew for breakfast, lunch and dinner per day of stay.

- Hot meal for band and crew each night of contracted performance.
- For Eric Burdon – instead of a hot meal at the venue, please provide a complete meal at the hotel restaurant or hotel room service. Please make sure that the

hotel provides hot meals!

- Please check with Marianna Proestou for exact meal times.
- Meal buyout possible upon request. In any case, please contact Marianna Proestou to let her know the meal situation and make arrangements.

Technical Requirements 2013

1. PA System – PURCHASER shall supply:

- A high quality PA system in perfect working order, which has prior written approval from ARTIST or ARTIST'S representative.
Preferred brands are Meyer or Clair Bros., line array type system.
- Complete compliment of mics (Shure SM-57's & 81's, Shure Beta 52's, 58's & 98's, etc.), 16 mic stands with booms attached.
- One straight mic stand with round base.
- 10 DI boxes, all necessary cables, snakes and splitters.
- One SHURE wireless vocal microphone system for Eric, corded mic NOT acceptable.

2. Console / Effects

- Minimum 32 channel mixing console.
- Minimum of 4 bands of equalization per channel with sweepable frequency and adjustable bandwidth.
- Four (4) effects sends per channel and VCA (not subgroups).
- Effects shall include digital delay with tab key control, 2 hq-digital reverb, 1 multi-
fx, 12 outboard compressors, and appropriate equalization.
- One (1) qualified operator for above house/mains system.

3. Monitors – PLEASE READ CAREFULLY!

- Minimum of 32 inputs
- Minimum of 7 independent monitor mixes
- Minimum of 6 floor wedges capable of extremely high SPL
- 2 sidefill monitors
- 1 drum monitor capable of bass guitar.
- Minimum of one (1) 1/3 octave equalizer for each monitor mix.
- Monitor mixer must be at side of stage, not from front of house.
- Professional quality in-ear monitor system such as the Shure in-ear system must be provided for Eric.
- One (1) qualified operator exclusively for monitor system, experienced with in-ear mixing and fluently English speaking.

4. Lights

- Lighting should be subdued, darker colors, with no strobes or flashing lights (Existing house lights are normally acceptable, but subject to approval by ARTIST.)
- **NO FOG/SMOKE/SPECIAL EFFECTS etc. allowed.**

- One follow spot with color slides in good working order w/qualified operator.
- Min. 50 lighting instruments, and an assortment of colored gel at no cost to ARTIST.
- 6 x Thomas bars of 6 Thomas PAR 64 (2 x Front (CP 62) / 4 x Back CP 60) 1000W,
- 6 x Lecos 1000W
- 2 x Sets Of Thomas PAR 36 ACL
- 2 x Front stands
- 1 x Backtruss
- 1 x Backdrop (black)
- A lighting console, capable of pre-programmed scenes, employing all instruments with a qualified lighting designer to operate said board.
- A three way intercom (stage, house, follow spot) in good condition.
- Lecos are used to feature the persons on stage with no gels attached (or better: cosmetic color), acs for background illumination along the backdrop in complementary color to backlighting. Accls can be truss mounted or floor mounted. Moving head type lights are highly appreciated, but please do not strobe or project psychedelic gobo patterns on the wall.

5. Oxygen

- A container of oxygen with breather mask MUST be provided beside the stage.

6. Local Venues

- When ARTIST brings own equipment to a local venue, PURCHASER shall provide two (2) qualified assistants for LOAD-IN and LOAD-OUT, at no cost to ARTIST.

7. Parking Space, Tour Bus Power

- PURCHASER agrees to ensure parking space near the backstage / load-in entrance for one Twin deck coach plus trailer (approx. length 18m/60ft).
- Any necessary permits for parking to be pre-arranged.
- Parking space to be coned off and made available for the arrival of the bus by noon.
- If the bus is unable to park next to the venue or there are any other restrictions, please let the tour manager know before the day of show.
- One 16 amp bus landline point to be made available for the bus immediately upon arrival.

8. Stage, Stage Power

- PURCHASER guarantees a solid stage, flat, even, level and free of obstacles in the following dimensions:

Required size:	Actual size (if stage size varies from requirements):
Width: 9m/30 feet	- Width: _____
Depth: 9m/30 feet	- Depth: _____
Height: 1 – 1.2m/3-4 feet	- Height: _____
Clearance: 6m/20 feet	- Clearance _____

- Drum Riser must be provided and set up according to stage plot. Dimensions must be at least 3m x 2m x 0,3m-0,45m/9 x 6 feet x 1-2 feet, covered with black carpet and

black drape on the sides and front. Must be a rolling riser for festivals where quick band changeover is required.

Stage Power:

- US: 8 x 20amp, 110V power US sockets for backline (see stage plot)
- Europe: 8 x 16amp, 220V AC power (European sockets) for backline (see stage plot)
- Europe: 5 outlets with 110V AC power (U.S. sockets) for guitar pedal board, drums and keyboards (see backline list and stage plot for necessary locations)

9. Musicians

- PURCHASER to provide and pay for two (2) horn players (saxophone- alto tenor double, and trumpet) for 2-hour afternoon rehearsal and performance.

Backline Equipment

Very Important: Backline is NOT to be shared with support acts, and will NOT be struck or moved after sound check or between shows

FOREIGN BUYERS: SEE STAGE PLOT FOR VOLTAGE REQUIREMENTS.

1. Vocals – Eric Burdon

- Two (2) variable speed FANS onstage, one for Eric Burdon, one for drummer
- One (1) black wooden BARSTOOL with all-around footrest, no pillow, no back support
- One (1) small table for percussion placed in front of drum riser:
- Two (2) Remo Fiberskyn 3 Pretuned Head Tambourine (Double Row)
- Eight (8) pairs of jingles in 2 rows in black finish
- One (1) large cowbell
- One (1) medium cowbell
- One (1) large, loud shaker (LP)
- One (1) pair of drum sticks
- One (1) powerful cooler fan
- Wireless In-Ear Monitoring System with Transmitter, Receiver, and Earphone
- Monitor screen and long VGA cable to be used as a teleprompter

2. Keyboards/B3 - Red Young (stage right)

- 1 x Korg Triton LE 88 with volume and sustain Pedal. Alternate keyboard Kurzweil PC2/SP2/PC3/SP3
- 1 x Hammond B3 with Leslie
- 1x table type 2-level adjustable keyboard-stand, e.g. Quik Lok WS-550 with Z-727 attachment is needed.
- 1 x adjustable, high piano bench/drum seat

IMPORTANT: All keyboards must come with appropriate pedals (i.e. correct volume pedal for piano and organ each, combo preamp and fast/slow Leslie switch for organ), 110v power source with at least three outlets for US gear. (see stage plot). 4x jack-to-jack instrument cables (3m/9feet)

FESTIVALS: (where quick band changeover is required) 2 x 2 m/7 x 7 feet Riser on Wheels on lowest height!

3. Guitar – Billy Watts (stage right)

- One (1) Gibson Les Paul
- One (1) acoustic guitar
- One (1) Vox AC 30's
- Three (3) guitar stands
- Four (4) jack-to-jack cables (two 3m/9feet and two 6m/18feet)

4. Bass Guitar – Terry Wilson (stage right)

- One (1) guitar stand
- Amps: Ampeg SVT, Genz Benz w/ 8x10 or 4x10 cab OR any high-powered bass head with plenty of clean headroom/wattage. Aguilar, Fender, Gallien Kruger, Mark Bass, Ashdown will all do.

5. Guitar – Eric McFadden (stage left)

- Fender blackface with twin reverb, super reverb or a Vibrolux
- Gibson SG or Gibson Les Paul,
- 3 guitar stands,
- Two (2) jack-to-jack cables (6m/18feet).

6. Percussion – Wally Ingram

- Prefer Gon Pops; if not avail then LP or Meinl will do
- Pair of congas on stand
- Pair of bongos on stand
- Pair of timbales with 2 mounted cowbells
- Djembe on stand
- Miscellaneous hand percussion including: tambourines, shakers, cabasa, triangle, vibra slap, flexi tone
- Multi – clamp stand with cowbell(s), tambourine (mounted), woodblocks (mountable)
- Percussion table
- 3 boom cymbal stands
- 8" – 10" Sabian splash, 16" – 18" med thin crash, china (Sabian preferred)

7. Drums – Tony Braunagel

- Drum workshop
- 16x22 bass drum
- 8x10 tom
- 9x12 tom

- 12x14 or 13x15 floor tom
- 5x14 snare drum
- 6 telescopic cymbal stands
- 1 hi-hat stand
- 1 snare stand
- 1 drum stool
- 1 drum workshop 7000 or 8000 bass drum pedal
- Preferably all drum workshop hardware
- Sabian cymbals
- 1 21" HHX dry ride
- 1 18" HHX studio crash
- 1 16" HHX studio crash
- 1 set of 15" hi-hats HHX
- 1 20" china thin
- 1 18" china thin
- 1 12" HHX splash
- 1 10" HHX splash
- All remo clear ambassador heads on the toms
- Remo coated ambassador on snare
- Remo P3 coated on bass drum batter side

8. Keyboards – Teresa James (stage left)

- ROLAND RD-600-700, Kurzweil P2 or any new/contemporary 88 weighted key from Roland, Yamaha, Kurzweil, Korg, etc.
- One keyboard X stand tall enough to stand and play/ sustain pedal/ 2 x jack to jack instrument cables (3m/9 feet)

MONITORS:

MIX	TITLE	CONTENTS
1	Red Young	100% organ, piano, key vocal, 25% all other vocals
2	Terry Wilson	100% bass vocal, 25% bass guitar, guitar, 25% kick, all backing vocs, 25% piano
3	ERIC BURDON (Lead vocal)	100% Eric vocal max gain, 40% organ, piano, RED backing vocs, 25 % drummer & guitar vocs
4	Eric McFadden Guitar Player	100% guitar vocal, 25% keyboards, 25% background vocals
5	Billy Watts	100% guitar vocal, 25% keyboards, 25% Background vocals
6	Drummer	Kick drum, snare, drum-vocals, bass guitar, keys, guitar, lead vocal, all backing vocs
7	SIDEFILL eq for max spl	Eric vocal only, max gain before feedback, do not
8	SIDEFILL	same as sidefill
9	Teresa James	100% keyboards incl. organ + vocal, 25% all other
10	Wally Ingram	100% Hand drums, vocals
11	IN-EAR	Eric vocal, band mix

INPUT LIST:

CHANNEL	INPUT	MIC/DI	INSTRUMENT
1	KICK	Beta 52 or similar	Drums
2	SNARE	SM 57 or similar	"
3	HI-HAT	SM 81 or similar	"
4	TOM #1	Beta 98	"
5	TOM #2	Beta 98	"
6	FLOOR TOM #1	Beta 98	"
7	FLOOR TOM #2	Beta 98	"
8	DRUM O/H - L	SM 81 or similar	"

9	DRUM O/H - R	SM 81 or similar	"
10	BASS GUITAR	DI	Bass Guitar
11	KEYBOARD #1	DI	Piano/Controller (R)
12	KEYBOARD #1	DI	Piano/Controller (L)
13	KEYBOARD #2	SM57(or DI if Synth)	Leslie or B3 Synth (R)
14	KEYBOARD #2	SM57(or DI if Synth)	Leslie or B3 Synth (L)
15	KEYBOARD #2	Beta 52 or similar	Leslie / bottom speaker
16	GUITAR #1 McFadden	SM 57	Electric Guitar
17	GUITAR #2 Watts	SM 57	Electric Guitar
18	Acoustic Guitar	D.I. (Watts)	
19	KEYS VOCAL	Beta 58	Backing Vocal
19	BASS VOCAL	Beta 58	Backing Vocal
20	ERIC VOCAL	Shure Wireless*/ DI	Lead Vocal *(provided by venue)
21	GUITAR VOCAL	Beta 58	Backing Vocal

Stage Left Keyboard#3 -L / R D.I.

Stage Left Keyboard Vocals -Beta 58 Backing Vocal

Stage Right guitar #2 Vocals-Beta 58 Backing Vocal

Basically,(SR > SL placement) Timbales facing Tony(SR on riser)

Bongos downstage of Congas facing FOH

Djembe stage left of Congas

Percussion Table(toys)/ boom stand with mounted Cowbells / Wood blocks etc. facing off stage left.

Make sure Percussion Table is added to gear list.

Monitor placement Back SL corner of riser or elevated from floor.

At least...

Timbales 1 mic over head should

Congas L and R (2 mics)

Bongos (1 mic)

Djembe (1mic or 2nd under if possible)

Mounted toys (1 mic)

2 over heads for (1 positioned for Tambourine/ Shaker/hand held playing

The Mob Agency

The MOB Agency

Check Date: 06/07/2013

Check No. 0172399

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
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Full Pymnt-Contract #5969	04/01/2013	00292788	10,000.00	0.00	10,000.00
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Band: Berlin 6/28/13

I ACKNOWLEDGE RECEIPT OF
 WARRANT NUMBER _____
Don J

 SIGNATURE
6/7/13

 DATE

Vendor Number 0000021763		Vendor Name The MOB Agency		Total Discounts \$0.00	
Check Number 0172399	Date 06/07/2013		Total Amount \$10,000.00	Discounts Taken \$0.00	Total Paid Amount \$10,000.00

CITY OF COSTA MESA
 77 Fair Dr
 Costa Mesa, CA 92626

BANK OF AMERICA
 3233 Park Center Dr.
 Costa Mesa, CA 92626
 16-66/1220

0172399

Void After 90 Days

Date 06/07/2013

Pay Amount \$10,000.00***

Pay ****TEN THOUSAND AND XX / 100 US DOLLAR****

To The Order of
 THE MOB AGENCY
 6404 WILSHIRE BLVD STE #505
 LOS ANGELES, CA 90048



COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268
Costa Mesa, CA 92627

CHECK REQUEST

Requested By:

Organization: Costa Mesa 60th Anniversary Committee

Date: June 4, 2013

Amount: \$10,000

Submitted by:

Christine Cordon
Print Name

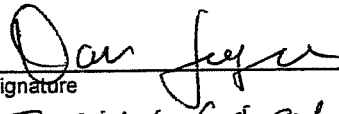
Committee Secretary
Title


Signature

Approved by:

Mike Scheafer
Print Name

Committee Chair
Title


Signature
For Mike Scheafer

Payee: The M.O.B. Agency

Account No.: 217137-705

Address: 6404 Wilshire Blvd., Suite 505

Account Name: Costa Mesa 60th Anniversary

City, State, Zip: Los Angeles, CA 90048

Payee Tax ID No.:

Telephone Number: (323) 653-0427

E-Mail Address: Mitch@mobagency.com

Description: (Please initial invoice and attach)

\$10,000 flat guarantee for Berlin @ 60th Anniversary Celebration; Contract #5969

Mail to: The M.O.B. Agency

Address: 6404 Wilshire Blvd., Suite 505

City, State, Zip: Los Angeles, CA 90048

Staff Approval:

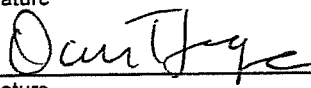
Christine Cordon
Print Name

Special Events Coordinator
Title

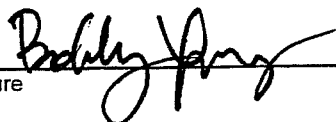

Signature

Dan Joyce
Print Name

Public Affairs Manager
Title


Signature

City of Costa Mesa Finance Department Approval:


Signature

6/6/13
Date

THE M.O.B. AGENCY

6404 WILSHIRE BLVD. SUITE #505
LOS ANGELES, CA 90048
PH: 323-653-0427
FAX: 323-653-0428

CONTRACT #: 5969
LOAD IN: TBA
DOORS OPEN: 6:00 PM
SHOW TIME: 8:00 PM
ON STAGE: 10:00 PM

THIS CONTRACT for the personal services of musicians/artist on the engagement described herein, made Monday, April 01, 2013 between the undersigned Purchaser of Music (herein called "PURCHASER") and 5 musicians/artists.

The musicians/artists are engaged severally on the terms and conditions on the face of this contract. The undersigned leader represents and guarantees that the musicians/artists designated herein have agreed to be bound by the terms and conditions hereof. Each musician/artist to be designated at a later time, upon acceptance, shall be bound by the terms and conditions under the undersigned leader.

1. Engagement (Location) COSTA MESA 60TH ANNIVERSARY 77 Fair Dr. Costa Mesa, CA 92626
(Address) Venue Phone: 714-290-0375 Hall Manager: Roland Barrera

2. Artist or Band Name BERLIN

3. SOUND CHECK MANDATORY.

100% FESTIVAL BILLING
BERLIN TO CLOSE SHOW
Merch Rate: 10% Artist Sells, + \$40 for Costa Mesa City Business License

4. NO TAX DEDUCTIONS ALLOWABLE.

5. Engagement date (s) Friday, June 28, 2013 ARTIST AGREES TO PERFORM ONE-45 TO 55 MINUTE SET.

6. Ticket Prices Capacity: 5000 TIX: \$25.00 GA
Gross Potential: \$125,000 Taxes: % Gross After Tax: \$125,000

Rain or Shine

7. WAGE AGREED UPON \$10,000 FLAT GUARANTEE.
ABSOLUTELY NO ADVERTISING UNTIL AFTER 4/15/13.

A deposit of \$5,000 is Due on or before 5/28/13 payable to M.O.B., INC. by bank wire, certified check or money order.

BALANCE OF GUARANTEE PAYABLE ON DEMAND IN CASH OR CERTIFIED CHECK FORM NIGHT OF ENGAGEMENT.

PURCHASER AGREES TO PROVIDE AND PAY FOR AN ADEQUATE SOUND AND LIGHT SYSTEM TO MEET WITH ARTIST'S APPROVAL.

8. The wages disclosed herein include all expenses Purchaser has agreed to reimburse in accordance with the attached schedule, or a schedule to be provided Purchaser on or before date of engagement.

9. It is expressly understood by all parties hereto that the Purchaser has no right to supervise the services of the musicians/artists on the engagement and Purchaser has no right to control the manner, means, and details of the performance of services by the musicians/artists including the leader as well as the ends to be accomplished.

10. The obligation of musicians /artists to performance services hereunder is subject to proven detention by personal illness, accidents, riots, strikes, acts of God, or other legitimate conditions beyond musicians/artists control. On behalf of Purchaser the leader will distribute monies received from Purchaser to musicians, including himself, as specified below, or as specified on a separate memorandum provided to Purchaser at or before commencement of the employment hereunder and take and turn over to Purchaser receipts therefore from each musician/artist, including himself. The amount of money paid to the leader includes the cost of transportation, which will be reported by the leader to Purchaser.

11. It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither The M.O.B. Agency nor its officers are parties to this contract in any capacity and that neither The M.O.B. Agency nor its officers are liable for the performance breach of any provisions hereof.

12. Purchaser and Artist agree that receipt of this contract and commencement of performance shall be adequate confirmation of all terms embodied in this contract and rider, and shall be binding on all parties, whether the contract is signed or not.

DAN JOYCE
CITY OF COSTA MESA
X Dan Joyce
77 Fair Dr.
Costa Mesa, CA 92626
714-290-0375

HEAVENSAKE, INC. FED ID#
BY: TERRI NUNN
X TERRI NUNN
Agent For Berlin
6404 Wilshire Blvd. Suite #700
Los Angeles, CA

X [Signature]

JOYCE, DAN

From: Roland Barrera [<mailto:roland@sophisticatesunited.com>]
Sent: Tuesday, April 02, 2013 1:59 PM
To: JOYCE, DAN
Subject: Fwd: 6/28 Berlin revised contract

Contract on Berlin below:

Roland Barrera
Director Of Operations
714.290.0375
TheSUNgrp, LLC
www.sophisticatesunited.com, www.facebook.com/thesungroup

The information in this email is confidential. It is intended only for the use of the individuals or entities named above. You are hereby notified that if you are not the intended recipient, or employee or agent responsible for delivering it to the intended recipient, any use, dissemination, distribution or copying of the information in this email is strictly prohibited. If you receive this email in error,

please notify us immediately by telephone and return the original by mail. Thank you.

Begin forwarded message:

From: Mitch Okmin <Mitch@mobagency.com>
Subject: 6/28 Berlin revised contract
Date: April 2, 2013 1:08:36 PM PDT
To: Roland Barrera <roland@sophisticatesunited.com>

Heres the revised contract, let me know about the biz license stuff...

Thanks,

Mitch Okmin
MOB AGENCY
6404 Wilshire Blvd.
Suite #505
Los Angeles, CA 90048
323-653-0427
Fax 323-653-0428
**NEW EMAIL: Mitch@mobagency.com

Mitch Okmin
MOB AGENCY
6404 Wilshire Blvd.
Suite #505
Los Angeles, CA 90048
323-653-0427
Fax 323-653-0428
**NEW EMAIL: Mitch@mobagency.com

Wanda Jackson Ent.

Wanda Jackson Enterprises

Check Date: 06/07/2013

Check No. 0172412

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
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Full Pymnt-Contract #10252	03/25/2013	00292791	10,000.00	0.00	10,000.00
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Band: Wanda Jackson 6/28/13

I ACKNOWLEDGE RECEIPT OF
 WARRANT NUMBER _____

 SIGNATURE
 6/7/13
 DATE

Vendor Number 0000021766	Vendor Name Wanda Jackson Enterprises	Total Discounts \$0.00
Check Number 0172412	Date 06/07/2013	Total Amount \$10,000.00
		Discounts Taken \$0.00
		Total Paid Amount \$10,000.00

CITY OF COSTA MESA
 77 Fair Dr
 Costa Mesa, CA 92626

BANK OF AMERICA
 3233 Park Center Dr.
 Costa Mesa, CA 92626
 16-66/1220

0172412

Void After 90 Days

Date 06/07/2013

Pay Amount \$10,000.00***

Pay ****TEN THOUSAND AND XX / 100 US DOLLAR****

To The
Order of

WANDA JACKSON ENTERPRISES
 %APA INC
 3010 POSTON AVE
 NASHVILLE, TN 37203

|||||

COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268
Costa Mesa, CA 92627

CHECK REQUEST

Requested By:

Organization: Costa Mesa 60th Anniversary Committee

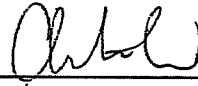
Date: June 5, 2013

Amount: \$10,000

Submitted by:

Christine Cordon
Print Name

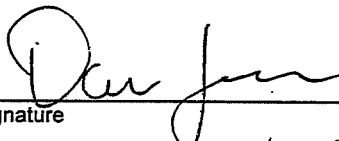
Committee Secretary
Title


Signature

Approved by:

Mike Scheafer
Print Name

Committee Chair
Title


Signature
For Mike Scheafer

Payee: Wanda Jackson Enterprises c/o APA, Inc.

Account No.: 217137-705

Address: 3010 Poston Ave.

Account Name: Costa Mesa 60th Anniversary

City, State, Zip: Nashville, TN 37203

Payee Tax ID No.: _____

Telephone Number: (615) 297-0100

E-Mail Address: lcahill@apanashville.com

Description: (Please initial invoice and attach)

\$10,000 flat guarantee for Wanda Jackson (performer)

Mail to: Wanda Jackson Enterprises c/o APA, Inc.

Address: 3010 Poston Ave.

City, State, Zip: Nashville, TN 37203

Staff Approval:

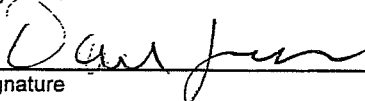
Christine Cordon
Print Name

Special Events Coordinator
Title



Signature

Dan Joyce
Print Name

Public Affairs Manager
Title

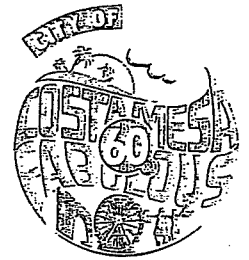

Signature

City of Costa Mesa Finance Department Approval:


Signature

6/6/13
Date

DO NOT STOP
WHILE YOU
CELEBRATE IT



June 6, 2013

Wendell Goodman
APA, Inc.
3010 Poston Ave.
Nashville, TN 37203

RE: Costa Mesa 60th Anniversary Celebration - Contract #102525, Wanda Jackson

Dear Ms. Goodman:

Please find enclosed a check for the flat guarantee in the full amount of \$10,000 paid to Wanda Jackson Enterprises for Contract #102525. Duplicate original agreements were mailed on May 14, 2013 and a duplicate original has not been received yet. Once they have been signed, please return a fully executed original to:

Christine Cordon
City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christine Cordon".

Christine Cordon
City of Costa Mesa Special Events Coordinator/
60th Anniversary Planning Committee Secretary

Enclosures (2)

cc: Roland Barrera, TheSUNgrp, LLC



AGENCY FOR THE PERFORMING ARTS, INC.
NEW YORK LOS ANGELES NASHVILLE

Contract: / /
Received Deposit: \$
Date: / /

Agreement made this date, Monday, March 25, 2013, by and between Wanda Jackson Enterprises (hereinafter referred to as Artist) and The City of Costa Mesa (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth: CONTRACT #: 102525

ARTIST(S): Wanda Jackson 100% Co-Headline
VENUE: City of Costa Mesa's 60-Year costamesaca.gov 77 Fair Drive, Costa Mesa, CA 92704
Phone: Fax: Product: Ian Ingram Pho Tamian2@aol.co
DATE(S): Fri. June 28, 2013

Artist to perform one (1) set approximately 75-85 minutes in length.

TICKETS:	Quantity	Grs Price	Cmp/Kts	Deduct	Net Price	Discriptn	No. Days/Shws:	1 / 1
	@	\$20.00			\$20.00	Adv	Load In:	Per Advance
	@	\$25.00			\$25.00	DOS	Snd Chck:	Per Advance
	GP:	\$0.00	Capacities				Doors Open:	TBD
	Tax:		Per Show:				Showtime(s):	TBD
	Net:	\$0.00	Total tkts: 0				Onstage:	8:00pm
							Ages:	All Ages
							Curfew:	

TERMS: \$10,000.00 Flat Guarantee
Purchaser and Artist agree not to publicly advertise this engagement until June 7th, 2013.
PLUS Purchaser agrees to provide and pay for sound and lights to meet with artist's specifications and approval.
Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full.

ADDITIONAL PROVISIONS: Purchaser shall provide and pay for, as per Artist's specifications, any and all rider requirements.

OTHER ACT[S]: Berlin 100%CH/ Artist Approved Support
PAYMENTS: \$5,000.00 US deposit made payable to APA, Inc. by cashier's check or bank wire only due by: May 28, 2013
Signed contracts and riders due by: April 8, 2013
The balance of the guarantee shall be paid to Artist or Artist's representative immediately after the performance via cash, certified/cashier's check or money order.
Artist's certified/cashier's checks should be made payable to Wanda Jackson Enterprises

Agency for the Performing Arts, Inc Bank Wire Information 9460 Wilshire Blvd., Beverly Hills, CA 90212
Union Bank of California ABA#

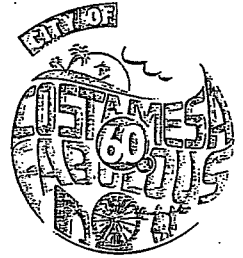
It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement. and shall be signed by all parties to this contract.
This contract and its attachments may be executed and exchanged electronically or by fax.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Wanda Jackson Enterprises
Wendell Goodman FedID#
X
APA, Inc. 3010 Boston Ave.
Nashville, TN 37203
615 297 0100 Fax: 615 297 5434
BOOKING AGENT: Stu Walker

The City of Costa Mesa
Dan Joyce
X 5/14/13
c/o roland@sophisticatesunited.com 1762 Kenwood Pl, Ste H
Costa Mesa, CA. 92627
714-290-0375 Fax:
CONTACT: Roland Barreña

THE HISTORY
WHILE YOU
CELEBRATE IT



May 14, 2013

Wendell Goodman
Agency for the Performing Arts, Inc.
3010 Poston Ave.
Nashville, TN 37203

RE: Costa Mesa 60th Anniversary Celebration – Contract #102525, Wanda Jackson

Dear Mr. Goodman:

Please find enclosed two duplicate original agreements of Contract #102525 for Wanda Jackson. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon
City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. A deposit check in the amount of \$5,000 is forthcoming. Thank you.

Sincerely,

Christine Cordon
City of Costa Mesa Special Events Coordinator/
60th Anniversary Planning Committee Secretary

Enclosures (3)

cc: Roland Barrera, SUN Grp, LLC
Dan Joyce, City of Costa Mesa

JOYCE, DAN

From: Roland Barrera <roland@sophisticatesunited.com>
Sent: Thursday, May 09, 2013 10:39 AM
Cc: JOYCE, DAN
Subject: [BULK] Re: Wanda Jackson - Costa Mesa's 60-Year Anniversary - Costa Mesa, CA - 06.28.13 - Contract

Importance: Low

Hi Dan,

We need to make sure that all 25+ contracts are all in next week I can handle the local guys and contract them by SUN just so that they know that they are in and bound to show up on time etc...

Roland Barrera
Director Of Operations
714.290.0375
TheSUNgrp, LLC

www.sophisticatesunited.com, www.facebook.com/thesungroup

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On May 9, 2013, at 10:28 AM, Cahill, Luke wrote:

Still need to get this contract returned. Please advise...

Luke Cahill

Assistant to Stu Walker and Heath Baumhor
APA | 3010 Poston Ave. Nashville, TN 37203
Phone: (615) 297-0100 | Fax : (615) 297-5434
lcahill@apanashville.com | www.apa-agency.com

From: Cahill, Luke
Sent: Wednesday, April 24, 2013 12:24 PM
To: 'Roland Barrera'
Cc: DAN JOYCE
Subject: RE: Wanda Jackson - Costa Mesa's 60-Year Anniversary - Costa Mesa, CA - 06.28.13 - Contract

The revised contract is attached. Thanks for handling!

Luke Cahill

Assistant to Stu Walker

APA | 3010 Poston Ave. Nashville, TN 37203

Phone: (615) 297-0100 | Fax : (615) 297-5434

lcahill@apanashville.com | www.apa-agency.com

From: Roland Barrera [<mailto:roland@sophisticatesunited.com>]

Sent: Wednesday, April 24, 2013 12:16 PM

To: Cahill, Luke

Cc: DAN JOYCE

Subject: Re: Wanda Jackson - Costa Mesa's 60-Year Anniversary - Costa Mesa, CA - 06.28.13 - Contract

Hello Luke,

The city manager is cc'd here and will get the contract and deposit out as soon as possible. In the meantime since Costa Mesa is a government agency would you mind revising the signatory to the below?:

Dan Joyce
Public Affairs Manager
City of Costa Mesa
CEO Office, 5th Floor
77 Fair Drive, Costa Mesa, 92628
Ph. (714) 754-5667 Fax. (714) 754-5330
dan.joyce@costamesaca.gov

They will need this for their contracts and records. Deposits are going out this week and apologize for the inconvenience.

Respectfully,

Roland Barrera

Director Of Operations

714.290.0375

TheSUNgrp, LLC

www.sophisticatesunited.com, www.facebook.com/thesungroup

The information in this email is confidential. It is intended only for the use of the individuals or entities named above. You are hereby notified that if you are not the intended recipient, or employee or agent responsible for delivering it to the intended recipient, any use, dissemination, distribution or copying of the information in this email is strictly prohibited. If you receive this email in error, please notify us immediately by telephone and return the original by mail. Thank you.

On Apr 24, 2013, at 10:04 AM, Cahill, Luke wrote:

Hi Roland,

Quick reminder that this contract was due in our office a few weeks ago. Please get that in as soon as possible.

Thanks,

Luke Cahill

Assistant to Stu Walker

APA | 3010 Poston Ave. Nashville, TN 37203

Phone: (615) 297-0100 | Fax : (615) 297-5434

lcahill@apanashville.com | www.apa-agency.com

From: Cahill, Luke

Sent: Monday, March 25, 2013 7:20 PM

To: 'roland@sophisticatesunited.com'

Cc: Walker, Stu (swalker@apanashville.com)

Subject: Wanda Jackson - Costa Mesa's 60-Year Anniversary - Costa Mesa, CA - 06.28.13 - Contract

Good evening,

The contract and bio for Wanda Jackson are attached. Please sign and return the full contract document as soon as possible. You may not announce Wanda's slot until the contract has been returned. The contract and deposit are due in our office on the following dates at the latest:

Contract: 04.08.13

Deposit: 05.28.13

Please respond to let us know you have received this. If for any reason the contract or deposit will be returned after these due dates be sure to let us know immediately.

When sending Artist deposit to APA via bank wire, please note that to ensure we properly receive the funds you **must reference the Artist name and show date** on the wire information.

You can access promotional tools or photos at the following link(s):

<http://ge.tt/1pTZ7RM/v/0?c> (Hi-Res *Unfinished Business* Album Art)

<http://i.imgur.com/wOFMc.jpg> (Hi-Res Press Photo 1 – credit Joshua Wilkins)

<http://i.imgur.com/80tTl.jpg> (Hi-Res Press Photo 2 – credit Joshua Wilkins)

<http://i.imgur.com/iVtT1.jpg> (Hi-Res Press Photo 3 – credit Joshua Wilkins)

<http://www.youtube.com/watch?v=lnXbQpSxUZI> (*Unfinished Business* Promo Video)

Feel free to contact us with any questions.

Thanks,

Luke Cahill

Assistant to Stu Walker

APA | 3010 Poston Ave. Nashville, TN 37203

Phone: (615) 297-0100 | Fax : (615) 297-5434

lcahill@apanashville.com | www.apa-agency.com

JOYCE, DAN

From: Roland Barrera <roland@sophisticatesunited.com>
Sent: Wednesday, April 24, 2013 3:38 PM
To: JOYCE, DAN
Subject: Wanda's Official Offer
Attachments: SUN Offer for Wanda Jackson 6-28-13.doc

Follow Up Flag: Follow up
Flag Status: Flagged

Dan,

The offer for Wanda is attached. I know you had question regarding hotels and such. We we say all in that means a flat rate no more or no less...and if you look at the offer on Air fair, hotel and ground transportation we list N/A. When you sign and send back be sure to cross those items off.

Thanks,

Roland Barrera
Director Of Operations
714.290.0375
TheSUNgrp, LLC

www.sophisticatesunited.com, www.facebook.com/thesungroup

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1762 Kenwood Place, Suite H
Costa Mesa, Ca 92627
714.290.0375

OFFER TO ENGAGE TALENT

ARTIST: Wanda Jackson
To Support: Open
DATE: 6/28/13
FINANCIAL OFFER: \$10,000 flat all in.
PRODUCTION COST (Sound, Stage & Lighting): 25K
PERMITS: \$475
SOUND/LIGHTING TECHS: \$1,500
SECURITY: \$5,000
FLIGHTS: N/A
HOTEL: N/A
GROUND: N/A

VENUE NAME: City Of Costa Mesa's 60-Year Anniversary
VENUE STREET ADDRESS: 77 Fair Dr, Costa Mesa, CA.,
VENUE CITY/STATE/COUNTRY: Santa Ana, Ca 92704
VENUE PHONE:
CAPACITY: 5000
TICKET PRICE - ADV: \$20
TICKET PRICE - DOS: \$25
AGES TO ENTER: All Ages
MERCH POSSIBLE: Yes
MERCH STAFFED: No

SIGNATORY INFO FOR BUYER

BUYER CONTACT: Roland Barrera
PROMOTER COMPANY: The SUN Grp, LLC
PROMOTER STREET ADDRESS: 1762 Kenwood Place, Suite - H
CITY/STATE/COUNTRY: Costa Mesa, CA 92627
PROMOTER MOBILE: 714.290.0375
CONTRACT SIGNATORY: Dan Joyce (City Of Costa Mesa Manager)
WEBSITE: www.sophisticatesunited.com
DAY OF SHOW CONTACT: Roland Barrera
EXPERIENCE: LAST EVENTS (artist/venue/date): Warpaint, Hanni El Khatib, HAR MAR SUPERSTARS, Devendra Banhart (DJ Set), Edward Sharpe & The Magnetic Zero's, The Growlers, Gardens & Villa, SOKO, Ryan Hahn (Local Natives Dj set), HANDS, The Entrance Band, Allah Las, Little Hurricane, Quantic, White Arrows, RAC, Chico Mann, Penguin Prison, Races, Superhumanoids, Yacht, Wildcat!Wildcat! & Jason Bentley.

WANDA JACKSON

This Rider is attached to and made a part of the contract between Wanda Jackson Enterprises ("Producer") furnishing the services of Wanda Jackson ("Artist") and the purchaser of said services ("Purchaser") as defined on the face of the Contract in connection with Artist's performance(s) at the venue described therein (the "Venue" or the "Engagement"). To the extent this Rider conflicts with the terms and conditions contained in the Contract or in any other contract, the terms and conditions contained in this Rider shall control.

Contact Information

Personal and Tour Manager:

Wanda Jackson Enterprises | Wendell Goodman
wandaient@aol.com | 405-692-7719

Booking:

APA | Stu Walker (RA)
swalker@apanashville.com | 615-297-0100

Tour Advance/Tour Press/Interview & Media Requests:

Jon Hensley
info@jonhensley.com | 270-543-0522

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

1. BILLING / ADVERTISING

Unless otherwise stated to the contrary in the Contract, Artist shall receive 100% sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over all advertising, promotions and sponsorship.

2. CANCELLATION

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

3. FORCE MAJEURE

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

4. INCLEMENT WEATHER

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

5. STAGING

Purchaser shall provide and pay for an adequate stage suitable for its intended purpose. Without limiting the generality of the foregoing, said stage shall be designed and constructed in order to accommodate Artist's production requirements including those contained in the attached Artist Technical Rider. If the Engagement is to be performed outdoors, Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Artist and their crew) from inclement weather and dangerous conditions resulting therefrom. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate.

6. CREATIVE CONTROL

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

7. ANCILLARY RIGHTS

a. RECORDING

Purchaser agrees that Artist's performance hereunder, including any part thereof, shall not be broadcast, photographed, recorded, filmed, taped or otherwise reproduced in any form, by any method, for any purpose, without Artist's and Producer's prior written consent.

b. MERCHANDISING

Producer, or its designee, shall have the sole and exclusive right, without obligation to any party, to sell and distribute merchandise of any kind at the Engagement. Unless otherwise agreed to in writing, Producer shall retain 100% of the gross receipts resulting from the sale of said merchandise. Purchaser shall provide, at its sole cost, well lit, secure, prime locations for merchandising.

8. SETTLEMENT

Producer shall have the right to enter the box-office at any time (before, during and after the performance) to examine and make extracts from the box-office records of Purchaser relating to the gross receipts of the Engagement. Purchaser shall provide Producer with a written box-office statement (certified and signed by Purchaser) within one (1) hour following the Engagement. Copy of all comps and guest list.

9. INDEMNIFICATION

Purchaser agrees to indemnify and hold harmless Producer and Artist and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by a third party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein. This indemnity and hold harmless provision shall not apply to any claims, costs, expenses, damages, liabilities, losses, and/or judgments resulting from the gross negligence or willful misconduct of Producer and/or Artist and each of their respective employees, agents and contractors.

10. TAXES

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

11. CHOICE OF LAW AND FORUM

This Rider and Contract shall be deemed made and entered into in the State of California and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The State or Federal courts located in Orange County, California shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts.

12. INTERNATIONAL TRAVEL

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

13. INSURANCE

Purchaser shall provide, at its sole cost, Commercial General Liability insurance covering any third party claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the Venue, but shall not be less than One Million U.S. Dollars (\$1,000,000) aggregate per occurrence and One Million U.S. Dollars (\$1,000,000) per event, placed with an insurance carrier acceptable to Producer. Said insurance shall be in full force and effect at all times Producer, Artist or any of their respective employees, agents or contractors (or any of their respective equipment) is or are at the Venue. Wanda Jackson Enterprises., all individual musicians, their employees, sub contractors, and APA Talent Agency, shall be listed as additional insureds in connection with the foregoing insurance policies. Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation insurance covering all of Purchaser's employees, subject to the requirements of the applicable state or foreign law. Producer's failure to request, review or comment on such certificates shall not affect Producer's rights or Purchaser's obligations hereunder.

14. SECURITY

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

15. LICENSES / PERMITS

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

16. GENERAL REQUIREMENTS / PRODUCTION RIDER

Except as otherwise agreed to by the parties in writing or as otherwise stated in the attached Artist Production Rider (if any), Purchaser shall provide, at its sole cost, all elements of the production as required by Artist including, without limitation, catering, dressing rooms, internal ground transportation, sound, lights and backline equipment. If the Artist Production Rider is attached hereto, then said Artist Production Rider shall be made a part hereof and Purchaser agrees to fulfill or cause to be fulfilled, at its sole cost, all terms and conditions contained therein.

17. ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

18. RETURN OF CONTRACT Purchaser agrees to sign and return this Rider and Contract to Producer's agent, APA Talent Agency, within ten (10) days from the date of the Contract; otherwise Producer shall have the right to cancel the Engagement upon notice thereof without liability. Producer's failure to exercise its right to cancel the Engagement upon the completion of said ten (10) day period shall not be deemed a waiver of Producer's right to cancel the Engagement at any time thereafter.

19. MODIFICATION / ASSIGNMENT / MISC.

This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Rider and Contract (or any part thereof) may not be changed, modified or waived except by a signed, written agreement of the parties.

20. ANTICIPATED BREACH

It is expressly agreed that APA Talent Agency has the right, on behalf of the Artist at anytime, to require payment in full prior to Artist's departure for 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 APA Talent Agency and shall be retained on behalf of Artist.

20. NOTICES / CONSENTS

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

21. PARAGRAPH HEADINGS

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

WANDA JACKSON GENERAL RIDER

I. DRESSING ROOMS/HOSPITALITY

A. Wanda Jackson shall have a separate private dressing room. It should be a secure area with easy access to stage. If dressing room is capable of being locked, a key will be given to tour manager at load-in and returned after load out.

B. A second dressing room for the band should be large enough to accommodate comfortable seating for up to seven people and storage of personal items and instruments.

C. The following shall be placed in the dressing/green room at load in.

- 4 clean, white terry cloth hand towels for stage
- 1 case (24) of bottled drinking water
- 1 case (24) of Premium Beer (iced down)
- 1 Bottle of Chardonnay
- 1 Bottle of Red Wine
- Light snacks for Artist and band

****Wanda requires hot (drinkable temperature) Traditional Medicinals "Throat Coat" tea 15-minutes prior to her performance**** "Throat Coat" can be found at Walgreens or any other major drug, supermarket or health goods store.

II. DINNER ACCOMMODATIONS

A. Up to seven (7) hot, healthy, appetizing meals shall be provided at a time agreed on between the tour manager and the venue.

B. In the situation of a catered dinner tour manager must sign off menu in advance.

C. Buy Out: Meal buy outs are \$20.00 per person. This is payable in cash to tour manager prior to load-in.

III. HOUSING ACCOMMODATIONS

Artist shall receive 1 king suite & and up to 8 single or 4 double rooms. Lodging should be good quality, clean, and in a safe location with secured parking. Rooms shall be available for check in 6 hours prior to load-in. Preferred lodging: 1) Embassy Suites - 2) Hilton Suites - 3) Crowne Plaza or reputable chains like Marriott, Hilton, Hampton Inn, et al

IV. MERCHANDISING

The venue agrees to provide a table and chairs in a highly visible, well lit and secure area for the Artist to sell merchandise. Artist requires use of a phone line during event for credit/debit transactions. If one can't be provided during show have one available after show.

WANDA JACKSON PRODUCTION RIDER

A. SOUND EQUIPMENT

PURCHASER shall provide a professional quality sound system adequate to cover venue and including at least:

1. A state-of-the-art professional quality sound mixing board, with a minimum of sixteen (16) channels and outputs for mains and monitors, four (4) bands of EQ per channel (3 bands EQ per channel with mid-sweep is acceptable), outputs for mains, monitors and at least one extra aux/effects send.
2. All mics on boom stands.
3. MINIMUM of FIVE (5) wedge floor monitors with MINIMUM of FOUR (4) mixes with a 1/3 octave EQ for each monitor mix. 15" monitors preferred (especially for drum position). If touring with more than five band members, monitors and mixes to increase.
4. The system should have 1/3 octave EQ on main send(s) and speakers of at least a 15" horn cabinet for mid/highs and a subwoofer for lows.
5. Power amplification of at MINIMUM 300 watts per side for mid/highs and 600 watts for the subwoofer.
6. The above system should cover a small auditorium or theater (500 seats). Size of main speakers and power amplification should be increased accordingly for larger facilities or outdoor festivals. (Stage diagram is attached.)
7. The mixing and sound board must be operated from an audience position. This position must have a full, clear view of stage center.
8. THE VENUE OR SOUND COMPANY SHALL PROVIDE AT LEAST ONE (1) AND NO MORE THAN TWO (2) QUALIFIED SOUND TECHNICIANS WHO SHALL BE THE SAME PERSONS AT THE SOUND CHECK AND ALL PERFORMANCES OF THIS ENGAGEMENT IN ORDER TO ASSIST ARTIST AND/OR HIS REPRESENTATIVE.
9. If there is an opening band the venue must guard or re-patch all of the vocal and acoustic channels of ARTIST and return all other channels to their post ARTIST sound check positions.
10. Please provide name and day of show phone number/email of house sound engineer.

B. LIGHTS

1. PURCHASER shall provide a professional quality lighting system for any indoor performance and/or any outdoor performance when performance will take place near or after sunset.
2. Lighting should be a minimum of a general stage wash covering the entire area designated on the stage diagram. In all possible instances, a solo spotlight and operator shall be provided.


C. BACKLINE


1. In the event PURCHASER is to provide and pay for ARTIST backline, instrument requirements are listed below (a detailed list with a stage plot is attached to the end of this rider):

- 3 horns with DIs
- 1 electric bass and bass rig
- 2 guitars with amps
- 1 pedal steel with amp
- 1 organ/keys with amp or DIs
- 1 drum kit

D. LOADERS

1. VENUE to provide a minimum of two (2) sober loaders/stagehands for Load In and Load out. This is non-negotiable.


PROMOTER Representative


ARTIST Representative

WANDA JACKSON BACKLINE & STAGE PLOT

Stage left guitar: Fender Deluxe Reverb or Twin Reverb

Bass: Peavey Tour 700 head and 4-10 cab and D.I.

Stage right guitar: Peavey classic 50 either 2/12 or 4/10

Keys: Yamaha CP 33 or equivalent

Drums: 22" kick, 12" rack tom, 16" floor tom, 3 cymbal stands, 1 hi hat stand, snare stand, kick pedal.

WANDA JACKSON STAGE PLOT

