

## **PINK MARTINI CONTRACT RIDER – US VERSION**

### **Contact**

#### **Tour Manager**

Please contact Howie Bierbaum

Ph: 1-503-329-2487

E: howiebag@gmail.com

#### **FOH**

Pete Plympton

Ph: 1-503-381-0209

E: santini333@gmail.com

#### **Artist Management**

Bill Tennant

Ph: 1-503-249-0808

E: bill@pinkmartini.com

This rider covers the factors necessary in order to provide for maximum performance quality and safety of "PINK MARTINI" hereafter referred to as ARTIST. This rider is made part and parcel of the attached performance agreement.

1. **TECHNICAL SPECIFICATIONS:** Current plots for stage, lights and sound can be downloaded at [www.pinkmartini.com/tech](http://www.pinkmartini.com/tech). The PURCHASER agrees to provide a professional sound system with the specifications set out as follows:
  - a) **FOH SYSTEM: The system shall be assembled and operating in time for the ARTIST's load-in.** The PRESENTOR shall provide a high quality professional sound reinforcement system. This system should have smooth frequency response from 55 HZ to 16 KHZ with sufficient power, even room coverage and no distortion or outstanding noise. The system should be capable of evenly covering the entire listening area and must be able to reach loud (110 dB at mix position) levels without audible distortion. All speaker enclosures should be of a reputable make (LAcoustic, dnb, Nexo, Meyer, JBL.) System should include appropriate amplification, cables, connectors, snakes, microphones, mic stands, all necessary rigging hardware, etc. required to run the system and shall be provided by the sound contractor. Number of speakers will depend on type of speaker and size of venue. Estimated total power capacity in Watts = Venue capacity x 10. A person familiar with the system shall be available for consultation during load-in, sound check and performance. ARTIST shall have control of all sound in the staging and audience areas during load-in, set-up, performance and load-out portions of the engagement, unless specified otherwise. The PRESENTOR will provide an area for the front of house mix position on the main floor (not in a balcony), no more than 30 Meters /100 feet from the front of the stage and as close to center as possible, with no obstructions of view between the riser and stage. The front of house mix position **must be in front of the stage** (not behind or at the side of the stage).

**Specific sound requirements:**

**THE FOLLOWING TO BE SUPPLIED BY PRESENTER/PROMOTER**

- 1, Digidesign Profile mixing console, or  
2, Soundcraft Vi4 or Vi6 mixing console**

The stage and monitor system must be ready and wired as per the Artist's input list **by load in.**

- b) **MONITOR MIX:** One friendly, competent and sober sound engineer to operate on-stage monitor mixing all day. The system must have enough input channels, output mixes, and wedges to satisfy the ARTIST's input list and stage plot. A (24) channel monitor mixing console providing (8) independent monitor mixes with separate 1/3 octave equalization on each mix. 1 reverb for monitors must be provided (Lexicon 80/90, Yamaha SPX 990 or similar)
- c) **WEDGES:**  
(9) Wedge monitors (we never use side fill or drum fill).  
The wedges should be as compact as possible (8"x 1", 10" x 1", 12" x 1").
- d) **MICROPHONES:**  
PURCHASER to provide the following:  
  
(1) BETA 91 SHURE  
(4) BETA 58 SHURE  
(6) BETA 57 SHURE  
(4) CONDENSERS  
(2) ACTIVE DI  
(4) straight stands with round base  
The remaining microphones needed will be provided by ARTIST.
- e) **STAGE:** The PURCHASER shall arrange for a safe, well braced, raised and level stage no less than 16' deep by 24' wide or 8m deep by 10m wide. In festival changeover situations please provide (1) 8' x 8' x 1' drum riser. Riser must be rolling and locking with black skirting. As per advance. For outdoor events, the stage must be covered. Please sweep the stage prior to ARTIST'S arrival. PURCHASER to provide a stage with a black dress, a clean back drop (cyclorama preferred) and enough duvetyn to cover (4) medium size road cases used on the stage. After the rehearsal, stage crew must dress cables and sweep the stage again.
- f) **ACCESS:** ARTIST shall have at least five hours use of the stage (which will include at least one hour for sound check) before the use of it by other acts and/or the opening of the house. ARTIST will have at least two hours to exit the engagement location (load-out). PURCHASER shall provide ARTIST with unobstructed use of these areas. The stage, mix position and sound system and other items aside from the ARTIST's equipment must be set-up prior to load-in time.
- g) **ELECTRICAL POWER:** The PURCHASER shall arrange for adequate, dedicated power at the stage for sound and lights per the specifications from the sound and light providers. If necessary, a qualified electrician shall be present at

load-in time to hook up power. This electrical distribution will be for the exclusive use of the ARTIST.

- h) **BACKLINE:** (The PURCHASER shall provide the following at no cost to the ARTIST). PRESENTOR will arrange for and provide rental "backline" instruments per ARTIST specifications (see list below). Backline must be unloaded, set and placed on stage per ARTIST'S stage plot prior to load-in.

**Pink Martini Backline Rental Gear List**

***No substitutions please – all gear/brand types are specific! Backline must be approved by tour before day of show. All gear should be uncased and assembled on stage per stage plot prior to band load in.***

PURCHASER to provide (1) professional Back Line Technician for set up, sound check and throughout the show if backline is being provided.

**THE FOLLOWING MUST BE PROVIDED:**

**Piano:** The PURCHASER must provide a Steinway Model B (6' 10") or Model A (6' 2") acoustic baby grand piano. In the case of a symphony performance, PURCHASER must provide one 9-foot Steinway Model D acoustic concert grand piano.

***Under no circumstances should an upright piano or a digital piano be provided.*** The piano must be tuned to A440 and placed on stage prior to the ARTIST's load-in. The piano may be tuned after but not during the sound check. Piano provided ***must*** be approved by ARTIST prior to rental.

**Drum Kit** (Yamaha Maple Custom or Yamaha Recording Custom);

- (1) Kick drum: 20"x16" (with hole in front head for microphone)
- (1) Rack tom: 10"x 9"
- (1) Floor tom: 14"x14" (must be on legs as opposed to suspended)
- (1) Floor tom: 16"x16" (must be on legs as opposed to suspended)
- (2) Snare drums: 14"x 5.5" or 14"x6" (Brass or Maple)
- (3) Drum thrones (Roc n Soc, Tama or equivalent)
- (1) Bass drum pedal with chain (Drum Workshop 5000 or equivalent with a felt beater)
- (1) Drum rug: 6'x 8' with rubber backing
- (1) Pillow for bass drum

**Notes:** Tour provides cymbals for all dates.

**Stands:**

(All hardware should be double braced Yamaha or Pearl)

- (1) Hi hat stand
- (2) Snare stand
- (7) Boom cymbal stands

**Drum Heads: All drums must have new coated Ambassador Drum heads on the top and clear Ambassador heads on the bottom.**

- (1) Bass head - must be Evans EQ4 or Powerstroke 3

**Additional Percussion:**

(3) Latin Percussion (LP) congas: diameters of: 11" quinto, 12" conga, 13" tumba (*without* cradles)

(2) Latin Percussion (LP) "Tito Puente" brass Timbales **with cowbell mounting post**

Diameters of: 14" and 15"

\*Please note if your stage is covered in carpet a 3' x 4' finish grade 5/8" plywood board will be required for Congas to be placed upon.

**Absolutely no student models**

**Bass:**

(1) Carved 3/4 (USA) size professional acoustic upright bass - 42 inch scale (measurement of strings, nut to bridge) with steel strings. Pick-up: **Underwood Required**

Adjustable bridge with French-style bow. "Jazz" set-up preferred.

New Steel strings: Spirocore orchestral GAUGE. Must be set up 48 hours before the day of show. **Absolutely no student models**

**Amps:**

Bass amp: SWR SM-400 (or equivalent) bass amplifier with cables  
4"x10" bass speaker cabinet

Guitar amp (if guitarist is touring with band): First choice: Fender Twin '65 reissue/Blackface;

Second choice: Roland Jazz Chorus

**Harp and Cello: *to be advanced with tour manager.***

**Other:**

(2) Clean, matching & sturdy barstools: one each for bass and guitar.

(4) Music stands

(1) Percussion Table

(2) Acoustic guitar stands

(1) Electric guitar stand

(8) Orchestra chairs (with flat seat and back. no armrest)

(1) Music stand with a light for Harpist on stage dimmer.

(1) 4' x 8' x 1' riser for Harp

2. **GROUND TRANSPORTATION:** PURCHASER will provide local ground transportation for the touring ensemble, UP TO 20 PERSONNEL AND GEAR, in the form SUV'S and 15-passenger vans & an **empty** cargo van for luggage/gear (typically 45-50 pieces of luggage/gear) with drivers including airport pickup and delivery if applicable. The vehicles & drivers shall be available to the ARTIST from the time of load in until the completion of load out. Advance specific transportation needs with Tour or Production Manager. Transfers by taxi will not be accepted.
  
3. **ACCOMODATIONS:** PURCHASER will provide one (1 )suite and up to 17 Single, King/Queen size rooms at a four-star hotel close to the venue for each night ARTIST is required in the city of performance, including, when necessary, the night prior to the first performance or rehearsal. Purchaser must advance and review hotel accommodations with ARTIST prior to final booking. Contact Tour

Manager for rooming list and individual room needs for ARTIST.  
(Exact number of rooms to be determined with tour manager per advance)

4. **AIR TRANSPORTATION:** PURCHASER will provide up to eighteen (18) round-trip air tickets from Portland, OR (or other **to/from** locations as specified by ARTIST). For West coast destinations: air tickets must be direct non-stop flights. For East coast destinations: air tickets must have no more than one layover. In no cases shall air transportation include unreasonably long layovers or circuitous routes. ARTIST must approve flight itineraries in advance prior to purchasing tickets. Seats assignments should be assigned in advance, windows or aisles.
5. **PARKING:** Parking shall be provided for at least two (2) tour buses and one (1) trailer, up to 115' of parking at load-in area during load-in and load-out and within one block at all other times during the engagement. If ARTIST must park in a parking garage or area, parking validation and/or reimbursement is required.
6. **SOUND CHECK REQUIREMENTS:** The ARTIST shall receive a thorough sound check prior to the doors opening to the public at the venue. The ARTIST needs 3 hours for set up and up to 90 minutes of exclusive time on the house sound system with the aid of the sound technician working the venue the day of the performance.

**\*\*NOTE: a failure to comply with the sound check requirements could result in the non viability of the show.\*\* If one or more of the sound check requirements are not complied with the ARTIST reserves the right to cancel the performance and the PURCHASER will be liable to the ARTIST for the full price specified for the performance.\*\***

7. **LIGHTING REQUIREMENTS:** A high-quality and professional lighting system to be provided by the PURCHASER. One friendly and competent operator should be available from the time of load-in through the performance. ARTIST shall have control of all lighting during load-in, set-up, performance and load-out portions of the engagement, unless specified otherwise.

**Lights to be provided:**

- (2) Follow spot (HMI 2500W)
- (48) PAR CAN narrow spot (CP61) – back light
- (3) PROFIL 714 2000W – back lights
- (2) PROFIL 614 1000W – Front light
- (14) PC 1000W – Front light
- (12) PC 1000W – Floor

During the rehearsal and the show, no haze or fog.  
Clear communication will be necessary between backstage, lighting desk and spot operator(s).

8. **VENUE PERSONNEL:** The PURCHASER shall provide ONE competent sound engineer and one monitor engineer. The ARTIST may provide their own FOH soundperson, who shall have the ability to, at his discretion, attenuate, or remove completely any compression or limiting that may be inserted into the main FOH mix. The PURCHASER shall provide four (4) sober, able-bodied stage hands to assist the ARTIST with load-in and load-out of the ARTIST'S equipment and set up in accordance with the times stated.

9. **ADDITIONS TO THE BILL:** ARTIST shall have full control of show line up. No additional acts may be placed on the bill without express permission of ARTIST.
10. **PRODUCTION AND PERFORMANCE CONTROL:** The ARTIST and their personnel shall maintain 100% control of the production and presentation of the performance, which includes the following provisions. The volume of the performance, both onstage and through the house system, shall be determined exclusively by the ARTIST (within the limits of equipment capacity).
11. **SECURITY:** The PURCHASER shall guarantee proper security at all times to ensure the safety of the ARTIST, auxiliary personnel, crowd control, instruments, all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and mixing consoles. Security protection is to commence upon arrival of the ARTIST at the venues, until all equipment is repacked into transportation and ARTIST personnel have left the premises. If any damages are caused to the ARTIST's gear at the aforementioned venue because of unconditioned power, improper power conversion, unstable table / riser, or any other reason not directly involving the ARTIST, it is the sole responsibility of the PURCHASER to pay 100% of damages within 30 days of occurrence.
12. **INDEMNITY:** If any patron, guest, PURCHASER's agents or client(s), employee(s) or any other person admitted to the engagement by PURCHASER's agents, client(s), or employee(s) sustains bodily injury, or any damage to property on the premises is incurred, caused either directly or indirectly by ARTIST's equipment (unless it can be clearly proven that it is due to ARTIST's gross negligence) then PURCHASER agrees to hold ARTIST harmless.
13. **ARTIST GUEST LIST:** For public performances, ARTIST will be allowed a guest list for each performance of THIRTY (30) guests/tickets with the option of purchasing additional good seats.
14. **PRE SALE TICKETING:** ARTIST will organize ticket pre sales when possible through the ARTIST's website using MUSICTODAY. ARTIST will have first choice on seating locations for pre sale tickets.
15. **RECORDING THE PERFORMANCE:** No portion of the performance may be broadcast, photographed, recorded, filmed taped or embodied in any form for any purpose without prior written consent of ARTIST. The PURCHASER will deny entrance to any person(s) carrying any audio or video recording equipment without limiting in any way the generality of the foregoing prohibition. It is understood to include members of the audience, press and PURCHASER's staff.
16. **HOSPITALITY:** The following must be provided to ARTIST, free of charge:
  - a) **PRESHOW (set up NO later than 1:00 PM)**  
Hot coffee, Hot Water in a designated hot water pot (ie: no coffee previously brewed) and assorted quality tea: Plain GREEN TEA with caffeine (prefer Tazo China Green Tips or equivalent), Plain MINT TEA & DECAFFEINATED Tea assortment, lemon, honey, sugar, real half-and-half for (18) – MUST be replenished and checked on throughout the day and until LOAD OUT begins.

(18) bottles of assorted high-quality juice such as Odwalla or local area equivalent (orange, apple, grapefruit) and (1) six pack of club soda  
(48) small (0.5 liter) plastic bottles of non-carbonated room temperature bottled water - No Evian please & no glass or cups please  
(18) excellent quality gourmet –style sandwiches on whole wheat bread, two (2) should be 100% vegetarian, the remaining a mix of tuna or chicken salad, turkey, ham, pastrami, egg salad (no roast beef please and no deli tray please) on a mix of rye and whole wheat bread – **please cut in half**. Only locally pre-made, quality sandwiches. Please provide refrigeration for sandwiches

A large raw **salad**, full of vegetables/fruits, organic, if possible, Example of ingredients: mixed lettuce, kale, spinach, avocados, carrots, broccoli, cucumbers, mushrooms, tomatoes, sunflower seeds, fruit on the side (sliced apples, berries). Dressings: extra virgin olive oil, honey, balsamic vinaigrette, Ranch, 1000 island (all on the side).

Soup for (18) to be kept hot until show. Vegetarian, gluten-free, non-dairy options preferred, such as Vegetable, Lentil, Split Pea, Black Bean, Miso, gazpacho (in warmer climates) – Advance with Tour Manager

(1) pint of plain low fat greek yogurt

A bowl of mixed fresh fruit, KIND Bars (organic energy bars), prunes, dried apricots, raw almonds.

- b) **DINNER:** Dinner for (18) at the venue (time, location and menu to be determined by advancing with Tour Manager). A full, 3-course meal with fish, chicken, beef, pork or lamb\*\*, organic vegetables (broccoli, spinach, kale, squash, cauliflower), brown rice/potatoes, salad. A dessert should be proposed. Two (2) gluten-free, vegetarian dinners should be made available upon request  
\*\*meats and fish should be free range/wild. **On Mondays, Wednesdays and Fridays**, entrees should be half fish, half beef or lamb. **On Tuesdays and Saturday** entrees should be half chicken and half vegetarian entrees (ratatouille, Chinese stir fried veggies with tofu, Indian food). **On Thursdays and Sundays** entrees can be half chicken and half pork or beef.  
Check with [howiebag@gmail.com](mailto:howiebag@gmail.com) to plan specific menu. A \$35 pp dinner buyout is possible and can be discussed with tour manager.

c) **ON STAGE PRIOR TO PERFORMANCE:**

(24) plastic bottles of room temperature non-carbonated bottled water (no glass or cups please)

(6) liter bottles of Pellegrino water.

(16) Stage towels. Black preferred. No bar rags or poor quality bar towels please.

d) **AFTER PERFORMANCE in Dressing Room:**

(24) small (0.5 liter) plastic bottles of non-carbonated bottled water - No Evian please

(12) bottles of micro brew or imported bottled beer,

(2) Quality bottles of Red Wine (no table wine please)

(1) Fifth of Kettle One Vodka and (1) pint of Jack Daniel's Whiskey (to be confirmed with Tour Manager)

(2) liter bottles of Soda water/Club soda

crushed ice for mixing drinks, 25 plastic cups, napkins

Plenty of ice for (1) tour bus

(15) Bath towels if showers are available at venue and several bars of soap

- e) **After show food:** Options can be explored with tour manager and can include: Thai salad rolls with dipping sauce, fresh sushi, pizza, or local excellent quality gourmet style sandwiches for eighteen (18). A bowl of mixed fresh fruit (organic if possible) is a must. Plates, forks and napkins should be provided.

Please provide (1) dedicated catering assistant to attend to the hospitality, lunch and dinner (if applicable) from the time of LOAD IN and until the end of the performance.

**NOTE: Our touring staff numbers vary slightly from tour to tour. Please contact Tour or Production Management for updated hospitality rider as per show.**

17. **DRESSING ROOM:** The PURCHASER will furnish comfortable, secure, and private locking dressing rooms with a power points, mirrors, and provisions for hanging suits. Rooms shall be clean, dry, well lit, heated or air conditioned, with ample seating. Rooms shall also be within easy access of clean washrooms. Rooms shall be shown to the ARTIST's representative upon arrival. Please advise Tour Manager if there are backstage toilet / shower facilities or other arrangements, such as a day room close by. The rooms should allow for easy access to the stage area, preferably without the ARTIST having to walk through the audience. The PURCHASER shall be solely responsible for the security of items in the dressing rooms, and shall keep all unauthorized persons from entering said area. A key for the dressing rooms shall be entrusted to ARTIST for the duration of the night. Room needs for ARTIST are:
- a) (2) Large chorus rooms with seating for 12 people each, one for Men, one for Women, both with towels, soap, near restrooms and garment racks for hanging show clothes.
  - b) (1) Star dressing room for bandleader with couch, 2 bath towels, water, coffee service (no-decaf), fruit, snacks and an upright piano with piano bench if available.
  - c) (1) Star dressing room for singer with boiled water for tea, **must not be in a coffee thermos or taste of coffee** (prefer a dedicated hot pot), plain green tea with caffeine, plain mint tea, bottled water, raw almonds, fruit and organic energy bars, fresh flowers, comfortable armchair or couch, warm (non-fluorescent) lighting, (1) full length mirror, (1) unused bar or pump hand soap, ten (10) clean towels, closet to hang garments, a private bathroom and lockable door.
  - d) (1) Private production office with large desk, hi speed Internet connection, power and telephone. Must be lockable.

All hospitality items are to be charged to the performance budget at real cost. Bar prices or any other price structure that exceeds local retail value for these hospitality items WILL NOT be accepted at settlement.

18. **MARKETING:** ARTIST must approve all marketing themes such as an event or performance title in advance. All initial print, radio and television

advertisements must be approved in advance by ARTIST (examples of themes, titles and advertisements that WILL NOT be approved include: "Martini Madness," references to "lounge" or "cocktail" music and/or the image of a martini glass).

19. **MERCHANDISING:** The ARTIST shall have the exclusive right to sell goods (including, but not limited to, compact discs, tapes, records, and items of clothing) on the premises of the place of performance. For the purposes of this agreement, said commission rate shall apply to the sale of clothing and novelty recorded product of any kind. The PURCHASER agrees that no party, including the PURCHASER him/herself, will appropriate the ARTIST's name or likeness for any merchandising use whatsoever. This prohibition includes any and every type of poster intended for sale at the venue or elsewhere at any time. The PURCHASER agrees to provide a secure, clean, well lit, and highly visible area suitable for merchandise sales, as will a table, lamp and chair.
20. **WARRANTIES AND REPRESENTATIONS:**
- a) The PURCHASER hereby warrants that he/she is of sound mind and of legal age to enter into this binding contract. The person executing this agreement on PURCHASER'S behalf warrants his/her authority to do so, and such person hereby personally assumes liability for any payments due under this agreement.
- b) A representative of the PURCHASER capable of making any decisions pertaining to this engagement must be present at the place of performance from the time of the ARTIST's load-in through the time of their load-out. This representative must have copies of this entire agreement together with any and all information pertaining to this engagement in his/her possession.
- c) In the event the PURCHASER refuses or neglects to provide any of the items herein stated and/or fails to make any of the payments as provided herein, the ARTIST shall have the right to refuse to perform this contract and shall retain any amounts theretofore paid to them or their representative by the PURCHASER. The PURCHASER will, in this circumstance, remain liable to the ARTIST for the full price full price specified for the performance. In addition, if on or before the date of any scheduled performance, the PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, the ARTIST's agent shall have the right to demand the payment of the guaranteed compensation forthwith. If the PURCHASER fails or refuses to make such payment forthwith, said agent shall have the right to cancel this engagement by notices to the PURCHASER to that effect. In such an event, said agent shall retain any amounts theretofore paid in his/her name to the ARTIST by the PURCHASER.
- d) Should the PURCHASER cancel this engagement under any circumstance, other than an Act of God, more than 45 days before the performance, the PURCHASER shall immediately remit to ARTIST, a certified check or money order in the amount of fifty percent of the full price specified for the performance. Should the PURCHASER cancel this engagement under any circumstance, other than an Act of God, 0-45 days before the performance, the PURCHASER shall immediately remit to ARTIST, a certified check or money order in the amount of one hundred percent of the full price specified for the performance. If the PURCHASER cancels the engagement, the PURCHASER will also incur full financial responsibility for all non-refundable flights, hotel accommodations, and

vehicle rentals, related to the performance. ARTIST agrees to furnish PURCHASER with receipts for travel and hotel costs.

- e) Please note that none of the requirements of this rider can be invalidated by the failure of ARTIST personnel to advance the engagement with any member of the PURCHASER's production staff. Failure to provide any of the requirements of this rider may result in the cancellation of ARTIST's performance. In case of such cancellation, the PURCHASER shall remain liable to the ARTIST for the full price full price specified for the performance.
- f) For outdoor venues, the PRESENTOR shall arrange for covering for the stage and the sound/lighting area(s) so as to provide adequate shelter from moisture and direct sunlight. If the engagement is scheduled for outdoors, either the PRESENTOR or the ARTIST may conclude the engagement if weather conditions threaten ARTIST's safety or will damage their equipment.
- g) The ARTIST's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of public authority, or any other cause, similar or dissimilar, beyond their control.
- h) It is expressly understood by the PURCHASER and the ARTIST that ARTIST, its employees and its managers, do not assume any liability for any action(s) taken by the ARTIST, the PURCHASER or anyone connected with the venue or its operator(s). It is further understood that ARTIST, its employees and its managers do not assume liability for any claim of any type of damages arising out of the engagement that is the subject of this contract.
- i) This agreement shall be construed in accordance with the laws of the State of Oregon and shall be deemed entered into in that State.
- j) In case of any conflict of terms, the terms contained within this Rider shall prevail over all others. All terms of this Rider are specifically accepted by the PURCHASER unless they are waived by ARTIST or their representative. Such waiver shall be effective only if initialed by ARTIST or their representative.
- k) ARTIST may substitute or replace personnel at its sole discretion so as to maintain performance quality.
- l) If the attached contract is for a private event, ARTIST will not be restricted from performing at separate, public performances at other venues. These bookings will be at the sole discretion and expense of the ARTIST.
- m) The PURCHASER shall provide funds to replace (within 7 days of the incident) any ARTIST equipment which is lost or damaged as a result of the negligence of the PURCHASER or those in attendance of the performance.
- n) The PRESENTOR agrees to obtain any and all permissions, approvals and permits needed for all aspects of the performance, including but not limited to power hookup, cable routing and recordings of any performance by ARTIST.
- o) The PURCHASER warrants that the ARTIST shall receive 100% star billing in any and all publicity released and in paid advertisements, including, but not limited to, program, fliers, signs and marquees. The correct billing for the ARTIST, applicable in all promotional materials, is "Pink Martini".
- p) If PURCHASER sells more tickets than the capacity listed on this contract, 100% of the gross ticket sales above capacity shall be remitted to ARTIST immediately following performance. If PURCHASER increases ticket prices from those listed

on this contract, 100% of the gross ticket increase portion shall be remitted to ARTIST immediately following performance.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
ARTIST

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date