

PERFORMANCE & TECH RIDER

Performance Rider

Do not let any of this Rider intimidate you. This Is best case scenario. We want to work with you and In most cases a compromise can be sustainable.

All terms and provisions contained herein are integral and binding parts of A "Gale Jenkins Performance Agreement".

A) ADVERTISING: A Gale Jenkins name and/or likeness will appear in all ads connected with the event(s) named in the agreement, in the first position and 100% size.

B) TRANSPORTATION / ROOMS: If air transportation is a provision of the agreement, unless otherwise indicated, GALE JENKINS will make their own travel arrangements and upon approval will invoice purchaser for such travel. If purchaser is to provide tickets, flights must be upgradeable, and changeable without penalty. Costs will include all taxes and fees. Overseas Flights with total travel time over 6 hr. duration must be First or Business Class. Flights under six hours may be Coach Class, but must be upgradeable. Unless it is necessary, GALE JENKINS prefers not to fly on "red-eye" flights. All mileage points accrued will be the property of the individual flyers. All flights must be to and from locations and times convenient to GALE JENKINS

If HOTEL ROOMS are a provision of this agreement, they must be prepaid (including all taxes, required gratuities, parking, etc.), located at the venue hotel, and reserved under the band name. Early check-in and/or late check out may be required. ___ non-smoking and _____ smoking double-queen rooms should be reserved for the following:

Support: TBD (do not always travel with band)

If GROUND TRANSPORTATION is a provision of this agreement, it must be either a 12-15 passenger air-conditioned private van, or two mini vans, or two limos, with English speaking drivers. Said transportation will display a sign denoting " Gale Jenkins," and will meet band members and crew at the baggage claim for their particular flights. If for some reason, performance venue and hotel are not the same, then ground transportation must be provided between the two, at times convenient to GALE JENKINS (Optionally, GALE JENKINS may rent two minivans and invoice purchaser). See contract for per diem applicability.

If reimbursement for plane tickets, hotel, or ground transportation is indicated, it will be immediate upon receipt of invoice. Reimbursements and per diem are not subject to any agency commissions.

C) ACCESS TO VENUE: A clear access to the load-in area is required at least THREE (3) hours before the time the audience is to be admitted. If rented equipment is indicated, check with rental companies for required access time. Delays in starting performance due to failure to provide clear access are purchaser's sole responsibility.

If load-in area is a soft deck (gravel, lawn, sand, etc.), purchaser will provide a plywood walkway 1" thick x 36" wide the entire length of such soft deck. Lights in the loading and stage areas shall remain ON until load-in/out is complete

Purchaser will provide parking, as close to the stage as possible, for up to four vehicles at no cost to GALE JENKINS A minimum of 12' overhead clearance is required.

Loaders, technicians, and sound/light personnel will work under the direction of Gale Jenkins crew. Lack of cooperation and nonprofessional attitudes will not be tolerated. Purchaser is responsible for procurement of any required union loaders, and/or technicians, and their compensation due, when required.

GALE JENKINS and their accompanying personnel shall be allowed COMPLETE ACCESS to stage, backstage, and performance areas. If necessary, purchaser will provide back stage

passes, badges, or other identification to allow access. **D) DRESSING ROOM:** Purchaser will provide a separate private dressing room (or motor home), with electrical outlets, and comfortable seating for 8 people, near the stage. It should be made available from load-in thru load-out, and be a no smoking area. In most hotel situations, an additional sleeping (or hospitality) room, or nearby meeting room (preferably with bathroom facilities) will serve as a dressing room.

E) REFRESHMENTS: Purchaser will provide refreshments for the band and crew (up to 8 people total) from load-in thru load-out. At load-in: a CASE of non-sparkling bottled water is required at the stage. After sound check: (or two hours prior to doors opening, whichever comes first) catering is required in dressing room or other suitable area. Suggestions include: Deli tray (with bread and condiments), chicken, low fat hot entrée, salads, fruit, veggies, desert items, soft drinks, coffee (cream & sugar), water, ice, cups, glasses, plates, and utensils. REFRESHMENTS ARE TO REMAIN IN THE DRESSING ROOM AREA UNTIL LOAD-OUT IS COMPLETE.

F) STAGE: The stage is to be a sturdy, single level platform, approximately 15'D x 30'W x 2'H (or higher). A carpeted drum riser (8' x 8' x 2') is recommended at center stage. Eight cloth towels and a case (24) of non-carbonated bottled water are required on stage at load-in.

The stage is to be set, in place and free of encumbrances when the crew arrives for load-in. Gale Jenkins band gear placement will take first priority over decor, podiums, opening act equipment, etc. Any delay in starting performance due to incomplete staging is purchaser's sole responsibility. If there is to be a dance floor, it is to be centered, directly in front of the stage, with no obstruction (tables, decor, etc.) between stage and dance floor.

If necessary, purchaser will provide electric fans, and/or heaters on stage to assure that stage temperature does not rise above 120 degrees F nor fall below 40 degrees F. If temperature exceeds either limit, GALE JENKINS will have the option to postpone, cancel, or curtail their show, with no effect to compensation.

Storage for equipment cases is required. It should be a 10' x 10' area, near the stage and out of sight of the audience. If stage is outside, purchaser shall provide plastic covers to cover all equipment and stored cases. A roof or cover over the stage area is recommended. *Weather damage to equipment and stored cases, including but not limited to rain, wind, snow, hail, and excessive heat, is purchaser's responsibility. Outdoors stages and front-of-house positions should be covered and protected against the elements. Under no circumstances will GALE JENKINS set up or perform in a "wet" environment!*

G) POWER REQUIREMENTS: GALE JENKINS requires at least two (2) individual and separate 20 AMP circuits @ 115V AC each, within 25' of center stage, for full production shows. Gale Jenkins exclusive use. Power failure, delays in performance, and/or damage to equipment or personnel due to faulty electricity is purchaser's sole responsibility. Please note that this requirement is over and above that of any sound and/or lighting: if GALE JENKINS is providing sound and/or lighting production, additional power will be necessary and should be coordinated with the Production Manager.

H) GENERAL TERMS AND CONDITIONS:

1) COMPENSATION will be paid in U.S. dollars, in cash, or certified or institution check, payable to: J. & P. Productions – and DELIVERED in a sealed envelope immediately before performance. Agency commissions (if any) will be paid within 7 days after the event, after the balance due check has cleared. Overtime compensation will be invoiced, and is due upon receipt of invoice.

Overtime compensation will not be subject to any agency commissions, unless the agent is present to negotiate the additional time.

2) Please designate one person to be a liaison between J. & P. Productions & client.

3) Please have a time schedule ready when the band arrives. Unless specified otherwise on the face of this agreement, Gale Jenkins event shows will be 3 (or) 4 performance hours in length (depending on agreed proposed time and not including breaks). Recommended set lengths are: (minutes) 45/45/45/45 (or) 45/45/45. GALE JENKINS will not perform longer than 240 performance minutes, unless otherwise negotiated in advance. Festival shows normally run 45 minutes up to 120 minutes. Recommended set lengths are: (minutes) 30/30/30/30 (or) 60/60.

Overtime, when applicable, will be billed on a pro-rata basis, based on the performance fee on the face of the agreement.

4) NO MIMES! Mimes, jugglers, unicyclists, and other circus type acts are to be kept off the dance floor, and at least 10' from the stage during Gale Jenkins performance. The same goes for beach balls and other flying objects. Damage to personnel, equipment, fixtures, clothing, glassware, etc. due to flying objects, is purchaser's sole responsibility. Additionally, carnival type games are to be positioned at least 100' from the stage so as to not interfere with audience sightlines.

5) Unless the event is a "dinner show," GALE JENKINS will not perform while guests are still eating. Taped or CD music will be provided if requested for pre-show and breaks. Please advise Producer as to any decibel limits in effect for the venue or show location – this is especially important when performing outside!

6) Stage sharing: If GALE JENKINS is to share the stage with another act, DJ, awards ceremony, etc., Gale Jenkins equipment shall have first priority in stage position, and will not be moved without Gale Jenkins permission.

7) Pre-show and intermission music, as provided by other DJ, opening act, or sound company, will not include any other songs on Gale Jenkins current play list (provided at the event). If a DJ is to be used at the event, he/she will be positioned offstage. DJ will not use any of Gale Jenkins sound equipment, speakers, wires or electricity particular to Gale Jenkins stage, without Gale Jenkins prior permission.

8) GALE JENKINS shall retain the sole, exclusive right to merchandising and the monies derived there from. This includes, but is not limited to: t-shirts, records, tapes, CDs, posters, pins, hats, etc. Unless requested by purchaser, GALE JENKINS will not offer merchandising at private or corporate events.

9) The performance will not be recorded or transmitted without the prior consent of GALE JENKINS Purchaser has the right to videotape Gale Jenkins performance for in house use only. Purchaser will supply a copy of the unedited video to GALE JENKINS at no cost to GALE JENKINS

10) Purchaser will provide adequate security for personnel, stage, back stage, and parking areas. Purchaser will not allow stage access to audience members. Purchaser is responsible for loss, or damage to equipment, personnel, or vehicles due to inadequate security, or an unruly audience. Purchaser will be responsible for any insurance coverage (liability, workers' comp. etc.) naming GALE JENKINS as additional insured.

11) GALE JENKINS retains the right to add, subtract, or change band members and crew without notice.

12) Cancellation of this event due to acts of nature will not effect any compensation due GALE JENKINS Any "rain date" will be negotiated and written apart from this agreement.

13) This agreement may be rescinded by either party, without cause, by submission of written notice to the other party, not less than 30 days before performance date. If purchaser is rescinding party, deposit (or 50% of total compensation if no deposit is indicated, whether it has been paid yet or not) will be forfeited. If GALE JENKINS is rescinding party, all monies paid prior to the date of cancellation will be refunded. If purchaser cancels within 30 days of performance, FULL compensation, including any reimbursement due GALE JENKINS, will be due and payable on the date of such cancellation.

14) Should there be a disparity between Gale Jenkins performance rider or technical rider (when applicable), and that of another entity (i.e. other act, venue, sound company, etc.), Gale Jenkins rider will take precedence.

15) This agreement shall be bound by the laws of Georgia. If an attorney is retained for the purpose of collecting compensation agreed to herein, or for any other litigation concerning GALE JENKINS and the event herein, purchaser agrees to pay for the reasonable cost of such attorney's fees.

NOTE: *The highlighted sections are the critical components to this rider. Other sections are negotiable and can be worked out with Audio Company.*

Gale Jenkins Technical Rider

All terms and provisions contained herein are integral and binding parts of the Major Dog's Performance Agreement. All staging and equipment is to be provided, as specified. DO NOT MAKE ANY SUBSTITUTIONS WITHOUT THE EXPRESS CONSENT OF GALE JENKINS. Should there be a disparity between the GALE JENKINS technical rider, and that of another entity (i.e. other act, venue, sound company, etc.), Gale Jenkins rider will take precedence.

A) STAGE & POWER: The stage is to be a sturdy, single level platform, at least 15'D x 30'W x 2'H. A carpeted drum riser (8'x8'x2') is recommended at center stage. A few cloth towels, a case (24-16.9oz (500ml) bottles) of non-carbonated water is required on stage at load-in.

The stage is to be set, in place and free of encumbrances when the crew arrives for load-in. Gale Jenkins band gear placement will take first priority over other acts, decor, podiums, etc. Any delay in starting performance due to incomplete staging is purchaser's sole responsibility. If there is to be a dance floor, it is to be centered, directly in front of the stage, with no obstruction between the dance floor and stage.

Storage for equipment cases is required. It should be a 10' x 10' area, adjacent to the stage and out of sight of the audience.

If stage is outside, purchaser shall provide plastic covers to cover all equipment and stored cases. Weather damage to equipment is purchaser's sole responsibility.

Gale Jenkins band gear will require a POWER DROP BOX supplying at least two (2) 20 AMP circuits @ 115V AC each. Power failure, delays in performance, and/or damage to equipment or personnel is purchaser's sole responsibility. Rented equipment (sound system and lights) may require more power. Check with the rental company(s) for their electrical requirements, or the Producer if GALE JENKINS is providing sound/lights. Typically, GALE JENKINS-provided sound and lights will require a minimum of 40-50 amps AC service, 100 amps preferred.

B) LIGHTS: 2 light trees (or a front and back truss) are required with at least 8 multi-colored PAR 38/56/64 floods per tree (minimum 16 instruments total). Suggested colors include: red, pink, violet, turquoise, yellow, and blue. Dimmer board or controller is to be positioned at the FOH mix position. Use of water-based hazes is encouraged, but oil-based "smoke" or "fog" machines are not and their use should be kept to a minimum. GALE JENKINS may from time to time supply additional moving lights & special effects.

C) SOUND SYSTEM: (if GALE JENKINS is not providing sound) A quality sound system is critical to Gale Jenkins performance. GALE JENKINS requires a sound system consisting of a minimum of the following:

* Minimum 24-32 channel mixing desk, with 3-4 band input channel EQ (sweepable mids), 2+ aux sends, 8 sub-mixes, and a stereo house mix. (MIDAS, Sound Craft, Allen & Heath preferred) If monitors are operated from FOH, four (4) additional aux sends are required. House board is to be positioned in line with center stage, at least 75' but not more than 150' from the front of the stage. A knowledgeable system tech should be available to assist, however, typically Gale Jenkins Production Manager will mix and serve as Lighting Director as needed.

* 24-32+ channel snake. Snake must be flown or covered with a runner or taped securely to the floor.

* 3-way speaker system (including subwoofers) suitable for venue size (EAW, TURBOSOUND, Yorkville, JBL, or similar quality) with appropriate cabling, power amps, equalizers, and crossovers.

(2) Yamaha SPX 90 (or equivalent) digital effects processors. (1 for reverb on snare and toms – room 1.5 sec.). (1 for echo on vocals - stereo reverb/delay 240 ms @ 30% left / 260 ms @ 30% right).

* Inserts to include eight (8) comps & gates (Presonus ACP8 or better)

4 Wireless - Microphones and stands/clips as per attached MICROPHONE INPUT SHEET.

1 - CD player or Laptop CD Player for pre-show and break music. A selection of music appropriate to the theme of event is required.

D) MONITOR SYSTEM: GALE JENKINS features multi-part harmony and background vocals and requires a high quality stage monitor system. At least two mixes into 12 wedges are required; 4 mixes preferred; 2 line level for IEM's (Lead Vocal & Drummer) and two powered mixes for stage left & right corner wedges. See stage plot for monitor placement.

1 - If not located at FOH, a separate mixing board (for monitors) with at least four discreet mixes can be positioned stageside. An experienced engineer should be available to assist with monitor system.

2/4 - 2 way floor monitors, each with at least 1-12" speaker, and a high frequency horn (EAW, TURBOSOUND, or JBL PRO preferred).

4 - 1/3 octave graphic equalizers & multi-channel amplifiers with appropriate cabling.

IMPORTANT! SOUND SYSTEM AND MONITORS ARE TO BE UP, RUNG OUT, AND RUNNING WHEN THE BAND ARRIVES FOR SOUND CHECK.

IF BACKLINE GEAR IS A PROVISION OF THE AGREEMENT, THE FOLLOWING IS

REQUIRED:

E) BACKLINE: We realize that the exact gear specified may not be available at all locations; however, we have tried to be as generic as possible, requiring industry standard stage gear. Please do not make any substitutions without Gale Jenkins consent.

DRUMS TO BE SET UP WITH SEAT ON AMP LINE.

1- 6 piece drum kit (dw) consisting of the following: 1 - 22" bass drum; 2 - 5.5" x 14" snare drums; 1 - 10" rack power tom; 1 - 12" rack power tom; 1 - 16" floor tom; 1 - 14" high hat (2 cymbals, heavy duty stand and pedal); 1 - 12" splash cymbal; 1 - 16" crash cymbal; 1 - 18" crash cymbal; 1 - 20" Heavy ride cymbal; 1 - Adjustable throne with back support; 1 -double bass drum pedal. All appropriate cymbal boom stands, pedals, and hardware. All heads must be in excellent condition.

GUITAR AMPS 1 - Bass amp (*Gallien Krueger 800 RB or Hartke 350*) with at least one 4x10" speaker cabinet (2 preferred) 1 - Guitar amplifiers (*Marshall half stacks or one half and one full stack*), each with channel switching foot pedal switch. 2 - Triple guitar stands & 2 - Single guitar stands.

GALE JENKINS WILL BRING: Guitars, Basses, Keyboards / effects pedals, guitar/cables, drums and guitar tuners.

PLEASE HAVE THE STAGE GEAR PROVIDER CALL Joey Garland @ (770) 942-4363 TO CONFIRM THESE REQUIREMENTS.

INPUT LIST " Gale Jenkins

CH	POSITION	STAND	MIC 1st / 2nd / 3rd CHOICE
1	Kick Drum	Desk boom	D112 / Beta 52 / Beta 58
2	Snare Drum	Boom / Clip	Beta 98 / Beta 56-57 / SM 57
3	Hi Rack Tom	Boom / Clip	Beta 98 / Beta 56-57 / SM 57
4	Low Rack Tom	Boom / Clip	Beta 98 / Beta 56-57 / SM 57
5	Floor Tom	Boom / Clip	Beta 98 / Beta 56-57 / SM 57
6	Hi Hat	Boom	SM 81, ATM 405, SM 94
7	Over Head Left	Boom	SM 57, Beta 57-58
8	Over Head Right	Boom	
9	Bass Guitar-	Boom	SM 57, Beta 57-58

			SM57 Beta 57-58	
10	Rhythm/Elec Guitar	Short Boom	Beta 56-57/ SM57	
11	Lead Guitar	Short boom	Beta 56-57 / SM57	
12	Lead Vox –	Boom	ATW-7373* / Beta 58 / SM 58	
13	Lead Gtr Vox –	Boom	Beta 58 / SM 58 / SM 57	
14	(Keys/backing vox) Gerald	DI/ Boom	DI/ Beta 58 SM 58-	
15	3 Wireless Vox –	Boom	Beta 58 / SM 58	
16	HOUSE	Straight	ATW-7373* / Beta 58 / SM 58	
		17 (optional drum overheads)		1/2
		18 (optional drum overheads)		1/2
		19 (optional snare bottom)		1/2
		20 (optional electric bass cabinet mic)		3/4
		21 Talkback to monitor mixes only		N/A
22	FX Return		Left DDL 240ms @ 30%	
23	FX Return		Right DDL 260ms @ 30%	
24	FX Return		Left Reverb – Medium Room	
25	FX Return		Right Reverb – Medium Room	