

# POCO RIDER

This rider to be attached to and made part of the contract dated \_\_\_\_\_ between Rusty Young, d/b/a POCO (hereinafter referred to as Artist) and \_\_\_\_\_ (hereinafter referred to as Purchaser).

1. **VALIDITY OF CONTRACT:** This contract shall not be binding upon Artist, until both this rider and attached contracts are executed by Artist. No other party is authorized to vary this agreement with particular reference (but without limitations) to fee, percentage calculations, supporting acts, etc., where any conflict or interpretation may exist between this rider and the attached contract, in all cases this rider shall prevail.

2. **BACKLINE:** Purchaser to provide, at his expense, all necessary backline equipment. (see attached backline list)

3. **BILLING:** Artist shall receive one hundred percent (100%) Star or Special Guest billing in any and all publicity released and in paid advertisements, including, but not limited to programs, fliers, signs, marquees, radio and television.

4. **BOX OFFICE:** Artist's representative will have the right to be present in the box office at all times. **FINAL PAYMENT MUST BE MADE IN CASH OR CERTIFIED CHECK AND ACCOMPANIED BY A CERTIFIED BOX OFFICE STATEMENT.**

5. Artist, when headlining, shall have first right of setup for all instruments and properties used in the presentation, and the aforesaid instruments/properties shall not be moved or relocated without the expressed permission of Artist. Purchaser will not commit use of artist's equipment to anyone.

6. **SUPPORT ACTS:** Prior approval is needed from Artist management for any support act. Artist shall have approval over set lengths, billing, placement of equipment on stage and use of sound and lights. Support acts to be provided and paid for by Purchaser.

7. **PERFORMANCE:**

- a) Artist has one hundred (100%) percent control of their performance and production.
- b) No portion of POCO's performance shall be recorded or reproduced in any way without express, prior, written, consent of Artist and Artist reserves all rights thereto.
- c) Artist will begin their performance NO LATER than time stated on contract.

8. **PASSES:** Purchaser shall provide twenty-five (25) complimentary tickets for each performance, in addition to any passes needed for band members and road crew. Passes and tickets shall be given to Artist upon arrival.

9. CONCESSIONS: ARTIST RETAINS GROSS OF ALL THEIR MERCHANDISING SALES, unless other arrangements have been made and agreed to by Artist prior to day of performance. Purchaser will provide one (1) five (5) foot table in a high traffic area (with a backdrop to hang merchandise).

10. DRESSING ROOM: Purchaser agrees to provide a comfortable and private dressing room, adequate for use by ten (10) persons during the Artist's entire performance. This room should be clean, dry, well-lit, heated or air-conditioned, equipped with a full length mirror and four (4) electrical outlets, with seating for ten (10) persons and shall be within easy access to clean lavatories. Purchaser shall be solely responsible for the security of items in the dressing area and shall keep all unauthorized persons from entering said area. The dressing room shall be locked and Artist provided with a key.

11. STAGE AND DRUM RISER: A safe, secure, and sturdy stage and drum riser must be provided by purchaser. The minimum dimensions will be thirty-two (32) feet wide, twenty-four (24) feet deep, and four (4) feet high for the stage. Eight (8) feet wide, eight (8) feet deep and eighteen inches high, with carpet for the drum riser.

12. STAGE CALL: The following sober personnel must be available to work at the venue on the day of the engagement. Please allow one (1) hour following the engagement to strike and reload equipment.

Two (2) stagehands to load in and out equipment.

One (1) electrician familiar with the house.

One (1) sound engineer familiar with system

One (1) monitor man.

One (1) lighting technician.

Two (2) spot light operators.

13. DRESSING ROOM CATERING:

-Hot meal for six (6) people.

-Twenty-four (24) bottles of Evian spring water or equivalent

- One pint each of high quality rum and vodka.

-Two (2) bottles Chardonnay wine (Kendall Jackson, Sonoma Cutrer, etc)

-six (6) bottles of Corona Beer w/limes.

-Two (2) six packs of canned soda (assorted)

-Deli tray to include good quality meats and cheeses, chips and dip etc.,

-Condiments to make sandwiches, including bread, mustard, mayo, lettuce & tomato etc.

-Coffee and tea with sugar, honey, cream and cups

-Cork screw, bottle opener, ice, cups, plates, knives

**NOTE:** All Of The Above Should Be Completed One Hour Prior To Artist Show Time And Deli Tray Should Be Refrigerated Throughout The Day!

14. HOTELS: Purchaser will provide five (5) hotel rooms at his expense. These rooms will be in close proximity to venue and equal to or better than Hampton Inn.

15. TRANSPORTATION: Purchaser will provide a fifteen (15) passenger van (with rear seat removed for luggage/gear) with driver to transport band from airport to hotel, to facility and returning to hotel and airport.

16. INSURANCE: (a.) Purchaser warrants and represents that he has and will maintain in force a liability insurance policy with a reputable insurance company licensed to do business in the state in which this engagement occurs and that this policy provides coverage of at least ONE MILLION DOLLARS (\$1,000,000) for Property Damage and Bodily Injury, including Accidental Death, to one person, and ONE MILLION DOLLARS (\$1,000,000) for Bodily Injury, including Accidental Death, to more than one person, and ONE MILLION DOLLARS (\$1,000,000) for property damage.(b.) Purchaser warrants and represents that said insurance policy will name POCO their authorized representatives, and employees as additional insured parties for the full period of the engagement. (c.) Purchaser indemnifies and agrees to defend and hold harmless POCO from all liability, claims, demands, actions, damages, costs and expenses that may arise from damage to or loss of property, or death or injury sustained by any persons because of this agreement.

17. BREACH: In the event of a substantial breach by Purchaser of any of the conditions contained herein, Artist may cancel the performance without any further liability to the Purchaser and the Purchaser shall be obligated to pay the full contract price to Artist.

18. Purchaser's violation of, or failure to perform or fulfill any of the terms, covenants, or conditions set forth in the aforesaid agreement/contract or herein shall constitute a material breach which shall entitle Artist not to appear or perform for any performance(s) of the engagement without any liability to Purchaser, and in such event, Purchaser shall be obligated to Artist for the full amount of the compensation guaranteed to Artist in addition to any and all other remedies for any such breach, which remedies shall be cumulative. Each term, covenant and condition hereof is an essential condition precedent to Artist's obligation to perform and any breach by Purchaser shall entitle Artist to recover, without limitation, damages for any loss of good will and injury to Artist's reputation, all costs and disbursements of Artist in reliance upon this engagement and reasonable attorney's fees and costs in connection with any suit arising out of this contract or engagement.

19. This contract was negotiated with specific ticket prices, stated capacity and gross potential. Any additional moneys generated, in any of these negotiated points, will be due artist on demand.

20. LIGHTING REQUIREMENTS: (a) Artist will use he provided house lighting system (minimum of 84 par 64 1K cans).(b) Purchaser must provide two (2) high quality spotlights and operators.

21. SOUND SPECIFICATIONS:

HOUSE CONSOLE: 32 inputs, 6 sub outs, 8 aux sends (Yamaha, Soundcraft , preferred).

OUTBOARD GEAR:

- 3 digital reverb units (Rev-7, SPX, PCM-70)
- 2 digital delay (PCM-42, SDE 3000)
- 2 1/3-octave equalizers (no MXR or PEAVEY)
- 10 comp/limiters (DRAWMER, BROOKE/SIREN)
- 8 noise gates
- 1 cassette recorder
- 1 CD player

PA SYSTEM MUST BE ACTIVE 4-WAY OR ACTIVE 3-WAY!

MONITOR CONSOLE: 32 inputs, 12 outputs (Yamaha, Soundcraft)

OUTBOARD GEAR:

- 1 1/3 octave EQ per output (no MXR or PEAVEY)
- 3 digital reverbs (SPX or Midiverb acceptable)
- 8 (eight) biamped matched floor wedge monitors.(2 x 12" or 1 x 15" with 2" horn!)
- 2 (two) tri or biamped stereo side fills (STAGE RIGHT AND LEFT)

STAGE REQUIREMENTS

- MICS; 18 (see input list)
- Direct Boxes: 5 Countrymen D.I. boxes.
- Stage AC Power: One Quad per corner (4 corners!)
- FOUR (4) DISCREET 30 AMP CIRCUITS FOR STAGE POWER.

Agreed and Accepted:

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Purchaser

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Artist

# POCO BACKLINE LIST

1. **RUSTY YOUNG:** ONE FENDER TWIN  
ONE DRUM THRONE
2. **PAUL COTTON:** ONE VOX AC-30 OR FENDER BASSMAN.
3. **JACK SUNDRUD:** ONE SVT, GK OR SWR (TOP & BOTTOM)
4. **GEORGE GRANTHAM:** ONE DW, PEARL, YAMAHA OR EQUIV. 6 PIECE, TOP OF THE LINE MAPLE SHELL DRUM SET. SET TO INCLUDE:

- A. 22" X 16" BASS DRUM (w/ SMALL PILLOW)
- B. ONE 10" RACK TOM & ONE 12" RACK TOM
- C. 14" or 16" FLOOR TOM (BOTH IF YOU HAVE THEM)
- D. TWO 6.5" SNARE DRUMS (1 METAL & 1 WOOD) w/STAND
- E. FIVE CYMBALS (w/ STANDS): 1-20"- MED. RIDE, 1-16" & 2-18" THIN OR MED-THIN CRASH, 2-14" MED. HIGH HAT, 1-18" OR 20" CHINA
- F. ONE DRUM THRONE
- G. ONE LP COWBELL WITH BASS DRUM HOOP MOUNTING CLAMP
- H TWO STEVIE NICKS FLOOR FANS
- I. ONE ORCHESTRA MUSIC STAND W/LIGHT & AC BOX
- J. 4-PAIR HICKORY SUPER 5A WOOD TIP STICK (w/DRUM KEY)

\*\*\* ALL PREMIUM CYMBALS MUST BE ZILDGIAN A/K CUSTOM, PAISTE SIGNATURE OR SABIAN AA/HH

\*\*\* NEW HEADS ON DRUMS - TOMS: REMO CLEAR EMPEROR, SNARE: COATED AMBASSADOR & BASS: POWERSTROKE 3.

\*\*\* PLEASE: ALL DRUM HARDWARE MUST BE HEAVY DUTY.

5. FIVE (5) DIRECT BOXES (COUNTRYMEN PREFERRED)
6. FIVE (5) GUITAR STANDS (HIGH QUALITY PLEASE)
7. TWO GREAT ACOUSTIC GUITARS w/PICK-UPS (International dates only)

\*\*\* NOTE: ALL EQUIPMENT MUST BE IN EXCELLENT WORKING ORDER.  
. PLEASE INCLUDE EXTRA DRUM HEADS, TUBES ETC., AS BAND CARRIES NO SPARES OR PARTS.

