

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Supervisor John J. Benoit

SUBMITTAL DATE:
December 17, 2013

SUBJECT: Entertainment for the Riverside County Fair & National Date Festival, District 4, [\$100,000, Fair Funds

RECOMMENDED MOTION: That the Board of Supervisors:


1. Authorize the Assistant County Executive Office/EDA to approve and execute an agreement with the band Daughtry to perform at the Riverside County Fair & National Date in the amount of \$100,000.00 on a sole-source basis.

BACKGROUND:

Summary

On February 9, 2010, the Board of Supervisors approved item 3.22 giving the Assistant County Executive Officer/EDA or designee the authority to enter into sole-source entertainment and exhibition contracts for an amount not to exceed \$75,000 within the entertainment and exhibit budgets approved by the Board annually. In subsequent years, the cost of entertainment has risen dramatically due to increased competition.

(Continued)



 John J. Benoit,
 Supervisor Fourth District

Departmental Concurrence

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|------------------------|-----------------------------|--------------------------|--------------------|----------------------|--|
| COST | \$ 100,000.00 | \$ 0 | \$ 100,000.00 | \$ 0 | Consent <input type="checkbox"/> Policy <input type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |

| | |
|------------------------------------|---------------------------------|
| SOURCE OF FUNDS: Fair Funds | Budget Adjustment: No |
| | For Fiscal Year: 2013/14 |

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: _____ **District:** 4/4 **Agenda Number:** 3-61

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Supervisor John J. Benoit

FORM 11: Entertainment for the Riverside County Fair & National Date Festival, District 4, [\$100,000], Fair Funds.

DATE: December 17, 2014

Page 2 of 2

BACKGROUND:

Summary (continued)

Approximately 310, 000 people attend the Fair annually for our diversity of entertainment. Staff proposes Daughtry as a major headliner that has the opportunity to draw a very large audience to the Fair. This concert is within the established 2014 Fair budget previously approved by the Board. The entertainment at the Fair is specialized; therefore, sole-sourcing is required.

Impact on Residents and Businesses

The Riverside County Fair & National Date Festival draws a large audience for 10 days and is a benefit to local economy, residents, and businesses.

SUPPLEMENTAL:

Additional Fiscal Information

This concert is within the established 2014 Fair budget.

Contract History and Price Reasonableness

This is a sole-source Entertainment Fair contract.



CREATIVE ARTISTS AGENCY

401 Commerce Street, Penthouse
Nashville, TN 37219
615-383-8787/615-383-4937 Fax

December 04, 2013

Judy Cunning

Creative Event Management - North Fork, CA
33383 Wildwood Springs Lane
North Fork, CA 93643

RE: DAUGHTRY
CORP: CDD Touring, Inc.(90-0292477)
DATE/SHOWTIME: Sat 02/15/14 (US) - 07:30 PM
VENUE: Riverside County Fairgrounds - Indio, CA
TOUR:
DEAL: \$100,000.00 guarantee
Billing: Artist to receive 100% Equal Headline billing.
Performance Length: Purchaser requests one seventy-five (75) minute set.
Sound and Lights: Purchaser to provide and pay for in-house sound & lights, per Artist's specifications.
Support Talent: Artist to perform "An Evening With"

Dear Judy:

Enclosed please find the contracts and riders for the above-mentioned engagement. Please sign all copies and return them to my office as soon as possible for further processing. If you have any questions, please do not hesitate to call.

Best Regards,

Tim Beeding (TIM)
CREATIVE ARTISTS AGENCY

**PLEASE NOTE DEPOSITS ARE DUE AS FOLLOWS
AND MAY BE PAID BY CERTIFIED CHECK OR
FEDERAL RESERVE BANK WIRE TRANSFER:**

No deposits are required

WIRE TRANSFER SHOULD BE SENT TO:

City National Bank
400 North Roxbury Dr., 4th Floor
Beverly Hills, CA 90210
Attn: Mariam Zakian (310) 888-6186
Acct# 101-797-791
ABA# 122016066
Swift Code: CIN AUS 6L

PLEASE NOTE THAT WE DO NOT ACCEPT ACH CREDITS



CREATIVE ARTISTS AGENCY

401 Commerce Street, Penthouse
Nashville, TN 37219
615-383-8787/615-383-4937 Fax

ELECTRONIC

AGREEMENT made this 2nd day of Dec, 2013

Between Daughtry - CDD Touring, Inc. (90-0292477)
(hereinafter referred as "PRODUCER"), and Riverside County Fair

(hereinafter referred as "PURCHASER"). It is mutually agreed upon between the parties as follows: The PURCHASER hereby engages the PRODUCER and the PRODUCER hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth, including those attached hereto entitled "Additional Terms and Conditions".

1. Name and Address of Place of Engagement: Riverside County Fairgrounds - Indio, CA
2. Date(s), Showtime: Sat, Feb 15, 2014 @ 07:30 PM

3. Additional Information:
Billing: Artist to receive 100% Equal Headline billing.
Performance Length: Purchaser requests one seventy-five (75) minute set.
Sound and Lights: Purchaser to provide and pay for in-house sound & lights, per Artist's specifications.
Support Talent: Artist to perform "An Evening With"
Additional Provisions: *FULL GUARANTEE to be paid to artist day of show, prior to performance.

- * No marketing efforts, including but not limited to announcements, on-sales, web site listings, will be permitted without written approval from Michelle McGowne at CAA.
- * NO recording of Artist performance.
- * Radius Clause: 100 miles 90 days before, nothing after.
- * In the event of inclement weather that renders any performance impossible, hazardous, or unsafe, Purchaser shall remain liable for payment of the full agreed upon compensation even if such performance is prevented by such weather conditions.
- *Artist to receive forty (40) comps.
- *Purchaser to provide local ground and all rider requirements.
- *Purchaser requests a 20 person M&G - timing subject to artist management.
- *Per management written and explicit approval. Event will advertise in the LA Times and a couple radio stations around 3 weeks prior to show date.
- *Purchaser to provide and pay for backline.

Merchandise: 80/20 Soft
90/10 CD's

Who Sells: Seller To Be Determined

4. COMPENSATION AGREED UPON (Amount and Terms):
\$100,000.00 guarantee

| | | | |
|------------------------|---------|-------------------------|--------------|
| TICKET SCALING: | | Show Type: | Public Event |
| See Notes Section* | 4,000 @ | | \$.00 |
| Total Capacity: | 4,000 | Gross Potential: | \$.00 |
| Total Tax% | .00% | Tax/Deductions: | (\$.00) |
| | | Net Potential: | \$.00 |

Notes:
*Free with admission to Fair
*All General Admission seating.
*Fair admission is \$9.00.

5. DEPOSITS/CONTRACTS: No deposits are required
Purchaser will make payments as follows: all payments shall be paid by certified check, money order, bank draft, wire transfer, or cash. Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. **CONTRACTS MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT.** BALANCE of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments, if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement

6. Riders Attached Hereto Are Hereby Made a Part Hereof.

Daughtry - Riverside County Fairgrounds - Indio, CA (Buyer: Riverside County Fair - Indio, CA)

7. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval."

8. If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."

9. 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 Producer relating to and permitting such recording, reproduction or transmission.

Signed:

(ARTIST/PRODUCER)

PRODUCER: CDD Touring, Inc. (90-0292477)

Return all signed copies to Agent:

Tim Beeding

Agreement No. 569915

Signed:

PURCHASER: Riverside County Fair - Indio, CA by Daryl Shippy

(PURCHASER)

Mail To: Judy Cuning; Creative Event Management; 33383 Wildwood Springs Lane; North Fork, CA 93643
Business phone: 559-877-8618;

THE ABOVE SIGNATURES CONFIRM THAT THE PARTIES HAVE READ AND APPROVE EACH AND ALL OF THE "ADDITIONAL TERMS AND CONDITIONS" ATTACHED HERETO.

Additional Terms and Conditions

The following additional terms and conditions are incorporated in and are part of the Agreement attached hereto.

1. PURCHASER agrees that it shall be solely responsible to provide a safe environment for the performances set forth in the Agreement (the "Performances") including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Performances and all persons and equipment are free from adverse weather and other conditions, situation and events ("Adverse Conditions"). PRODUCER and Artist shall not have any liability for any damage or injury caused by such Adverse Conditions. PURCHASER further agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the Performances, and if required by PRODUCER, any and all rehearsals therefor, including, but not limited to:

a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable theater, hall or auditorium (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by PRODUCER, a public address system in perfect working condition (including microphone(s) in number and quality as required by PRODUCER), and comfortable, well-lighted dressing rooms;

b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage;

c. Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore; provided, however, that PRODUCER shall have the right to name such musical contractor and to approve such musicians;

d. All lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and security, ushers, ticket sellers for advance or single sales (wherever such sales take place); and ticket takers;

e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.

2. PURCHASER will comply promptly and professionally with PRODUCER'S directions regarding the arrangement of stage decor and settings for the Performance(s).

3. PRODUCER will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. PRODUCER shall have the sole right as PRODUCER sees fit to designate and change, at any time, the performing personnel.

4. The Performance(s) to be furnished by PRODUCER shall receive billing in such order, form, size, and prominence as directed by PRODUCER.

5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or PRODUCER, or otherwise used in the Performance(s);

6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s), or any part thereof.

7. Except for local press in commercially reasonable numbers, any free admissions will be subject to PRODUCER'S prior written approval.

8. In the event that payment to PRODUCER will be based in whole or in part on the receipts of the Performance(s):

Daughtry - Riverside County Fairgrounds - Indio, CA (Buyer: Riverside County Fair - Indio, CA)

- a. Ticket prices must be submitted to and approved by PRODUCER in writing before tickets are ordered or placed on sale;
 - b. PURCHASER will deliver to PRODUCER a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and
 - c. PRODUCER will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). PRODUCER will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at PURCHASER's normal place of business where PURCHASER maintains such receipts.
9. PRODUCER will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). The receipts thereof will belong exclusively to PRODUCER. PURCHASER will make reasonable accommodations to facilitate PRODUCER's sales activities.
10. PURCHASER agrees that PRODUCER may cancel the Performance(s) hereunder, in PRODUCER's sole discretion, by providing at least thirty (30) days notice to PURCHASER prior to the Performance(s) date. In such event, PRODUCER will return any amounts previously paid by PURCHASER pursuant to this Agreement, and shall have no further obligations.
11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, PRODUCER may cancel the Agreement without payment or penalty of any sort.
12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:
- a. PRODUCER, in its sole and exclusive discretion, may immediately terminate this Agreement;
 - b. PRODUCER will have the right to retain any amounts theretofore paid by PURCHASER;
 - c. PURCHASER will immediately reimburse PRODUCER for any out-of-pocket costs incurred by PRODUCER and/or Artist as a result of PURCHASER's breach;
 - d. PURCHASER will remain liable to PRODUCER for the guarantee and any additional compensation due PRODUCER, as set forth in the Agreement; and
 - e. PRODUCER and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.
13. In the event of an alleged material breach of this Agreement by PRODUCER and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Performance, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar damages.
14. Currency. Unless otherwise provided herein, CAA will hold all deposits in United States Dollar accounts. Purchaser shall bear any currency conversion risks associated with delivering funds in other than United States Dollars or requesting deposit refunds (when such refunds are applicable) in other than United States Dollars.
15. Force Majeure.
- a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of PRODUCER's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by PRODUCER or Artist; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within PRODUCER's or Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond PRODUCER's or PURCHASER's reasonable control.
 - b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 15(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.
 - c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay PRODUCER the full amount of the guarantee set forth in this Agreement.

Daughtry - Riverside County Fairgrounds - Indio, CA (Buyer: Riverside County Fair - Indio, CA)

15.1 In the event that this Agreement concerns a support artist performance, and the headline artist of such engagement does not perform for any reason (except a Force Majeure Event cancellation for which Section 15 above will apply), if Artist is ready and willing to perform the services set forth herein, PRODUCER will be entitled to receive the full, agreed upon compensation set forth in this Agreement.

16. Insurance

a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). The policy shall name PRODUCER, Artist, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insured's.

b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. PURCHASER shall supply PRODUCER with certificates of insurance showing coverage of the above at least ten (10) business days prior to the Performance date; provided, however, that if PURCHASER does not provide such certificate by the foregoing date, PRODUCER may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of insurance as set forth herein, PRODUCER may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.

c. The insurance policies described herein will contain provisions requiring the insurance company to give PRODUCER at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to PRODUCER for written approval prior to any such change taking effect.

17. Indemnification

a. PURCHASER shall indemnify, protect, and hold PRODUCER, Artist, the individual performing members of Artist, Artist's managers, accountants, attorneys, agents, and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (i) PURCHASER's breach or alleged breach of the Agreement; and (ii) the Performance, including, but not limited to:

1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance;
2. Any and all loss, damage, and/or destruction occurring to PRODUCER's, Artist's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;
3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and
4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by PRODUCER. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to PRODUCER, and PRODUCER expressly agrees to such claim, deduction, or offset in writing.

b. If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies, will be the sole remedy of PURCHASER.

18. PURCHASER shall pay all taxes and fees incurred due to Performance(s), including all amusement taxes. ■

19. UNDER NO CIRCUMSTANCES WILL PRODUCER AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF PRODUCER AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY PRODUCER. PRODUCER MAKES NO

Daughtry - Riverside County Fairgrounds - Indio, CA (Buyer: Riverside County Fair - Indio, CA)

OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. PRODUCER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE, EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY PRODUCER AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF PRODUCER OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

21. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.

22. The Parties each acknowledge that CREATIVE ARTISTS AGENCY, LLC acts only as agent for PRODUCER, and assumes no liability hereunder.

23. Except for the Parties' acknowledgment in Section 22 above, that Creative Artists Agency, LLC assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the terms of Artist's Rider will control.

24. This Agreement shall be construed in accordance with the laws of the State of California without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Los Angeles, California in accordance with the commercial rules and regulations then in effect of the American Arbitration Association. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performances or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

25. In the event that the performing artist(s) are members of the American Federation of Musicians ("AFM"), PURCHASER agrees that a representative of AFM will have access to the place of engagement covered by this agreement for purposes of communicating with the performing artist(s) and PURCHASER; provided, however, that PURCHASER acknowledges that AFM is not a party to this agreement and is not liable for the performance or breach of any provision hereof.

DAUGHTRY

Production Manager:

David Lopez

Cell # 818-482-0986

Email: daughtryproduction@icloud.com

Tour Manager:

Alan Arana

Cell # 805-407-7891

Email: daughtryta@gmail.com

Dear Production Manager, Promoter,

Attached you will find the complete 2013 Production rider for Daughtry. This document should be used as a point of reference for anything pertaining to our show with you.

Please send a diagram of your stage and Dressing room layout, as well as technical specs for lighting and sound system to Production Manager.

Please inform us of all stage crew minimum calls, dark stages, break times, penalties, hourly rates and an accurate labor estimate including overtime fees in a confirmed written manner at least 14 days prior to the date of the show.

Show diagrams, a tour production advance sheet, and other materials are enclosed herewith. Our tech info outline will be updated periodically as needed. Please check with me to ensure you have the latest revision.

Looking forward to working with you.

PRODUCTION

PRODUCTION VEHICLE ACCESS

All truck / bus approaches and alleys must be cleared of vehicles and other obstructions that may hinder our load in.

LOAD-IN

4 – Truck Loaders
12 – Stage Hands
2 – Runners

SHOW CALL

ALL CREW SHOULD BE DRESSED IN "SHOW BLACKS"

4 – Stage hands, if needed to load support act during set change

LOAD-OUT

4 – Truck Loaders
12 – Stage Hands

STAGE AND POWER

Artist requires a sturdy stage construction with dimensions of a minimum of sixty (60') feet wide, forty (40') feet deep, and three (3) feet high. All corners, joints, and seems must be flush with one another and all panels must be rigidly supported from below. The stage areas are free from any and all obstructions to the maximum working space. Buyer will exactly detail what this space is. If the show is outdoors, a hard cover is required for the entire stage, sound wings, and lighting platform.

VENUE DRAPES – BACKDROP

Please have black drapes available for the back wall and sides of stage. 6 pieces of pipe and drape would also be greatly appreciated

DECIBAL LIMITS

Promoter understands that Daughtry is a rock band, and presents a show true to that genre of music. Their concert volume is between 104 and 106 db at front of house. Daughtry does monitor sound levels to assure the audience's hearing safety. Knowing this well in advance, if Promoter intends to book Daughtry at a venue with db limits, Promoter must bring this to the attention of Daughtry's Production to resolve or eliminate db limits on Daughtry's performance.

RUNNERS

Two (2) Production Runners at load-in. These people will be under the direction of our production ONLY. All Runners should be in possession of cell phones and a working knowledge of the local area. No 2-seater cars, pick-up trucks, under-age, non-locals as Runners please.

PLEASE inform all Runners to **NOT** smoke in these vehicles if they're transporting any of the touring party.

TOWELS

We will require 3 dozen (36) full size bath towels, 1 dozen (12) black hand towels to be delivered to Production office upon our arrival. **MUST BE PRE-WASHED!**

PARKING

We are traveling in two (2) 45' tour busses and one (1) tractor-trailer. (Opening acts, TBD). Please make all necessary arrangements regarding local parking and police permits. If loading is from the street into the venue, secured parking must be provided for our trucks and buses on the venue's lot.

Production realizes that in many of the smaller, downtown venues, parking is a problem. However, Daughtry's busses and one truck must be prioritized in all cases and nearby parking for all other vehicles.

BARRICADE

We require freestanding barricade across the front of the stage and a mixture of freestanding and bike rack at the FOH mix position. All barricade panels need to be audio ventilated.

Barricades containing WOOD are NOT ACCEPTABLE. The barricade will be placed no more than 4' from the downstage edge. Recognized types (i.e. Stage Right, All Access, MOJO) are MANDATORY.

PRODUCTION OFFICE/ PHONES

One (1) phone line in the production office. The phone line must be incoming/outgoing without going through a switchboard (unrestricted). This is not necessary if you have good cell phone reception in your building.

Two (2) HIGH-SPEED, HARD-WIRED Internet lines (1 in production office and 1 in band dressing room)

Two (2) 8' banquet tables, four (4) chairs, and two (2) LARGE waste cans in this room.

CREDENTIALS

The tour will provide all passes for the stage and backstage areas. Please supply us with a list of your requirements by 11:00 AM on the day of show.

SECURITY

GENERAL SECURITY PLACEMENT

- One (1) guard at each backstage entrance from the street, loading dock or other entrance available to the general public upon arrival of Artist's staff and equipment.
- One (1) guard to secure the Artist's buses and Truck
- One (1) guard at Daughtry's dressing room door to be present until Artist and their entire entourage have departed
- One (1) guard at FOH mix position from "Doors Open" through the end of public access to the facility after the show.
- One (1) guard at each entrance to backstage area from audience.
- Artist will request at least two (2) security staff to escort band to buses after the show according to the Tour Manager's needs before, during and after performance.
- One (1) guard to assist with VIP Experience/Meet and Greet

DRESSING ROOM AND OFFICE ASSIGNMENTS & FURNITURE

Daughtry shall not be required to share a dressing room with any other performer. Any graffiti or lewd artwork should be covered up or modified. Any strange or lingering odors should be dealt with and covered up wherever and whenever possible.

BAND ROOM - (to accommodate 6 people) – Pipe and drape if necessary (especially for locker room style rooms – these rooms must be pipe and draped by 11:00 AM day of load in. Bare building or cabin/trailer walls are not acceptable, pipe & drape or other decorative screening should at all times be used to cover unsightly walls, lockers, benches, doors, etc. Furniture - One (1) sofa or one (1) love seat, two (2) working lamps, one (1) coffee table, one (1) banquet table w/ linens, two (2) LARGE lined trash containers, one (1) full-length mirror, four (4) padded folding chairs.

PRODUCTION OFFICE - (to accommodate four (4) people and two (2) large production cases) Furniture to include two (2) 8' banquet tables, four (4) chairs, and two LARGE waste cans.

FRONT OF HOUSE – Provide two (2) 8' banquet tables

BACKSTAGE – Large trash cans at entrances/exits. One (1) large trash can at Sage Right guitar world. One (1) large trash can at Sage Left guitar world.

LAUNDRY & DRY CLEANING

We will need both laundry and dry cleaning done on a daily basis. Please have the Runners ready first thing in the morning to bring both out.

HOUSELIGHTS

The promoter will make arrangements for all lights not specifically required by local safety ordinances to be turned off during performance. This especially applies to clocks, scoreboards, advertising billboards, and concession stands in hall. All doorways to lighted hallways should be either curtained off or the lights colored.

MEET & GREET

The band will be doing a formal record company, radio station contest winner type of Meet & Greet before the show. We will need to source an area for this. Catering may not work since it may go down during the feeding hours.

PARKING

- 1- 53' tractor-trailer trucks
- 2 - 45' tour buses
- 2 - Runner vehicles

RAINCOVER

At least 6 x 100' rolls of FRESH Visqueen will be required for all outdoor venues at load-in. We will also require an adequate supply of mops, brooms and squeegees. This will be required for all outdoor shows only.

SOUND CHECK

It is strongly recommended that the purchaser inform the venue that all usher and security staff meetings should not be scheduled inside the arena during this time.

GARBAGE

Garbage is unsightly and dangerous. Please provide full sized trashcans in the following locations:

- Backstage compound – several in logical locations
- Catering area – several
- Mix Positions
- Stage area – 2 (one each side)

CAMERA POLICY

No professional photography. However, personal instamatics including flash and digital photography is permitted.

ADVERTISING NEAR STAGE

There shall be no visible branding, banners, signs or other materials advertising any commercial product or company located by or near the stage at any time the audience is in the building. Please notify me **IN ADVANCE** of any problems.

AUDIO REQUIREMENTS

FRONT OF HOUSE

We will be carrying our own Console and Snake. We would like to use the house desk for openers. Ideally, we will run the left and right outputs from your desk into ours to ensure the best signal flow for our Engineer. Daughtry will also be carrying all or own microphones and stage boxes.

MONITORS

Once again we will have our own Console and want to use the house desk for the opening acts. Our band uses In Ear Monitors, which we will be carrying.

DETAILS AND EQUIPMENT SUBJECT TO CONDITIONS OF SHOW DETERMINED DURING ADVANCE.

SETTLEMENT REQUESTS

Following are some requests that will help make our settlement run smoothly. Thank you in advance for assisting me by providing the following:

4 HOURS BEFORE DOORS

Itemized breakdown of all advertising, including copies of all advertising and paid invoices for radio and print advertising (ACTUAL receipts, no quotes please).

Please have a current ticket audit ready.

ONE HOUR PRIOR TO DOORS

Proof of all box office and ticket sales. Please include ticket audit as well as receipt report for ticket sales.

AS EARLY AS AVAILABLE

Production receipts on hand as early as possible.

Copy of all receipts for building/ venue rentals, catering, crew (if stagehands, electricians, Etc. are included, please itemize), security (rate and hourly breakdown), etc.

LAST, BUT NOT LEAST!

Please prepare copies of all expenses for me to take at the end of settlement.

If our Accountant needs cash at settlement, you will be informed during advance.

Thanks in advance for your help. Should you have any questions, please feel free to contact; Alan Arana, Tour Manager. Cell # 805-407-7891 Email: daughtryta@gmail.com

Thanks for reviewing this material thoroughly.

DAUGHTRY

DRESSING ROOM HOSPITALITY AS OF 07-05-2013

Please have dressing set no later than 11:30 AM

Please advance all dressing room and catering details with;
David Lopez daughtryproduction@icloud.com 818.482.0986

Tea Kettle and Throat Coat Tea

1 x Blender (clean) in dressing room

1 Bear of Honey

1 x ½ gallon Almond Milk (unsweetened)

1 x ½ gallon 2% milk

1 x JIF Natural Peanut Butter

1 x Squeeze bottle of grape jelly

1 x 12 Pack Coca-cola cans

1 x 12 pack Diet Coke cans

1 x Box Life cereal or Honey Nut Cheerios

1 x Can of salted nuts

1 x Pack of Nuts & Berry Trail Mix

1 x Unsalted Almonds

Fresh (IN PEEL) Bananas, Oranges, Apples

2 x pkg. HILSHIRE FARMS "DELI SELECT" brand (Pastrami, Smoked Ham) (no roast beef) - keep packaged, no deli trays

2 x pkg. sliced cheese "Sargento" brand (no shredded cheese) - keep packaged, no deli trays

4 Fresh limes With Cutting board & Knife

4 x Cases of bottled water, (No Dasani, Aquafina, or Deja Blue)

A supply of clean cubed ice in cooler for making drinks (no bowls, trays, etc..)

2 loaves of bread (multi grain)

2 x 12 Packs (24) of Miller Light Bottles (all beer and other assorted drinks in coolers, refrigerator etc... no bus tubs)

1 x 12 Pack Corona bottles

1 x Bag of Tortilla chips and jar of Salsa (Mild)

2 x 4 pack of sugar free red bull-iced

1 x Patron Anejo Tequila or Patron Silver

1 x 1 Liter Bottle of Jack Daniels

Small (picnic size) Bottles Mayo, Mustard

12 hand towels (white or black only) – Delivered to Daughtry production

Plastic utensils (Forks, Knives and Spoons) Bowls, plates, 50 Red solo cups & 12 Coffee cups W/
Lids

DAUGHTRY

CATERING AND HOSPITALITY

All menus must be approved by David Lopez daughtryproduction@icloud.com

Daughtry is a touring party of 19 plus opening acts and local crew (tbd).

NO STYROFOAM

We have 4 vegetarians - NO CHICKEN, BEEF OR FISH INCLUDING CHICKEN AND BEEF BROTH. DAIRY IS OK.

If there are limited quantities of the vegetarian entrée, please keep it away from the general catering area until it is requested.

Please make all soups vegetarian.

All items below are requested additions to options provided by venue.

ALL DAY ITEMS

- Coffee (regular and decaf)
- Milk(2%, Skim, Whole)
- Creamer
- Soy Milk or Almond Milk
- Soda
- Water
- Fruit and vegetable juicer with selection of fresh, uncut fruits and vegetables

BREAKFAST

- Omelet bar
- Assorted cereals

- Yogurt

LUNCH/ DINNER

- Salad bar
- Please no pasta dishes as vegetarian entrée(even on Italian day)

BUS STOCK

Daughtry will require a \$200.00 US CASH BUYOUT(or local currency equivalent) PER TOUR BUS to be provided to Alan Arana, Tour Manager no later than 12:00p.m. day of show. This should be included as part of catering cost.

AFTERSHOW

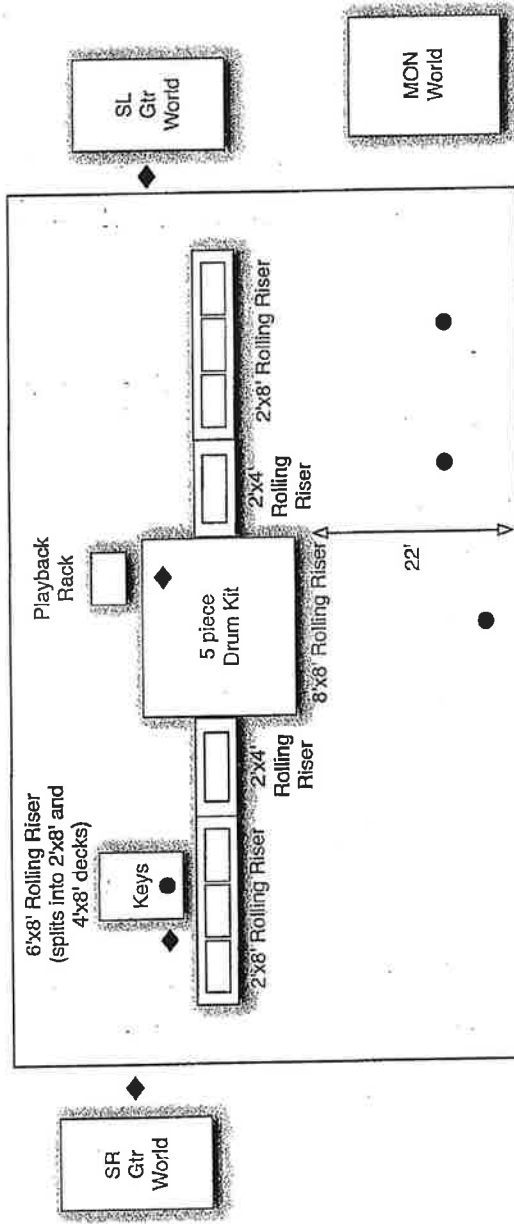
Daughtry will require \$300.00 US CASH (or local currency equivalent) AFTERSHOW FOOD BUYOUT to be provided to Alan Arana, Tour Manager no later than 4:00p.m. day of show. AFTERSHOW FOOD WILL BE ORDERED FOR DAUGHTRY BAND AND CREW ONLY. This should be included as part of catering cost.

Please provide local restaurant food menus that remain open until 12:00a.m.(local specialties are welcome)

DAUGHTERY

STAGE PLOT
6.13.2013

- ◆ 120v Quad Box
- Vocal Mic



PLEASE EMAIL COMPLETED SHEETS TO
daughtryproduction@icloud.com

Please read the following pages carefully, and fill them out **COMPLETELY**

VENUE CONTACTS & PHONE LIST

VENUE NAME:

Riverside County Fair & National Date Festival

Tel: 760.863.8247 Fax: 760.863.8973

Address: 82-503 US Highway 111, Indio CA 92201

Box Office # n/a Backstage Phone n/a

Website www.datefest.org

VENUE CONTACT:

Judy Cuning

559.307.9470

cemjudy@netptc.net

PRODUCTION MANAGER:

Speeda Sound

Mike King

559.275.7197

LB Lights West

Ryan Kern

209.333.0996

PROMOTER NAME & ADDRESS:

Daryl Shippy

760.863.8494

dshippy@rivcoeda.org

951.538.5046

Veronica Casper

760.863.8242

vcasper@rivcoeda.org

951.201.1493

SETTLEMENT CONTACT NAME:

Judy Cuning

559.307.9470

cemjudy@netptc.net

VENUE INFO SHEET

VENUE INFO

Type of venue Riverside County Fair & National Date Festival Date of show February 15, 2014

Venue Mailing/ Shipping Address 82-503 US Highway 111, INDIO CA 92201

Capacity 7,000 Time Zone Pacific

Production Office Location _____

Production Office DSL or T-1 line available? _____

Load-in area Backstage Compound

Push distance to stage _____

Dead Case World location _____

Parking Location/ Trucks _____

Parking Location/ Buses _____

Stage Size 48 x 32 x 5 Apron _____

Proscenium 48 x 32

Clearance low bearing roof 48 x 32 x 26 Wings _____

Stage Surface PLANKS

Barricade available? YES Orchestra Pit? _____

Risers available? _____

Security Contact & Phone/ E-mail DARYL SHIPPY & VERONICA CASPER

of Dressing Rooms & Location _____

of Showers & Location _____

NONE _____

Distance to FOH Mix Position _____ Snake runs to FOH Mix Position _____

Dark Stage times (if applicable) _____ Doors _____

Curfew (if applicable) _____ (Type? City Ordinance? Sound Ordinance)

Please provide written directions to venue from interstate (on a separate sheet of paper).

AMENDMENT NO. 1
TO ARTIST ENGAGEMENT AGREEMENT & RIDER REQUIREMENTS
BETWEEN RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL
AND DAUGHTRY

The Artist Engagement Agreement No. 569915 dated _____, 2013 between Daughtry – CDD Touring, Inc. (90-0292477)(“PRODUCER”) and the Riverside County Fair and National Date Festival (“PURCHASER”) is amended as follows:

Additional Terms and Conditions (beginning on Page 1 of 5):

In Section 3 Additional Information ***“In the event of inclement weather”** is amended by deleting and replacing it with: “No cancellation by either party. Both parties agree that PERFORMANCE will not be cancelled unless both PURCHASER and ARTIST agree.” “In case of (circumstances beyond control or weather conditions) ARTIST and PURCHASER will decide if performance is to continue.”

In Section 5 DEPOSIT/CONTRACTS is following is added at the end: “PURCHASER to pay with County Warrant and no cash payment. PRODUCER shall comply with all State & Federal taxes and applicable laws, rules and regulations related to its performances of the **Artist Engagement Agreement No. 569915**. PRODUCER can apply for a withholding waiver by completing a FTB Form 588 Nonresident Withholding Waiver Request or a reduced withholding amount by completing a FTB Form 589 Nonresident Reduced Withholding Request.”

Additional Terms and Conditions (beginning on Page 2 of 5):

Pertaining to Section 1 a. the following is added at the end: “Venue is located on the Riverside County Fair Fantasy Springs Concert Pavilion and is an outdoor concert venue. There are no stage curtains or grand piano provided. PURCHASER will provide comfortable office trailers as dressing rooms.”

Pertaining to Section 1 b. “Stagehands are non-Union members.”

Pertaining to Section 1 c. “Musicians and musical contractors, if needed would be non-Union members.”

Pertaining to Section 1 d. the following is added at the end: “Concert is free with gate admission into Fair.”

Pertaining to Section 5 the following is added at the end: “PURCHASER is not affiliated with any union.”

Pertaining to Section 7 the following is added at the end: "Concert is free with gate admission into Fair."

Pertaining to Section 8 is deleted and amended as follows: "Concert is free with gate admission and PURCHASER has no box office."

Pertaining to Section 9 the following is added at the end: "PRODUCER to provide 80/20 for soft merchandise and 90/10 for hard merchandise to the house/PURCHASER."

Pertaining to Section 10 is amended "No cancellation by either party. Both parties agree that PERFORMANCE will not be cancelled unless both PURCHASER and PRODUCER agree."

In Section 11 is amended "No cancellation by either party. Both parties agree that PERFORMANCE will not be cancelled unless both PURCHASER and PRODUCER agree."

In Section 12 is amended "No cancellation by either party. Both parties agree that PERFORMANCE will not be cancelled unless both PURCHASER and PRODUCER agree."

In Section 14 Currency is amended "PURCHASER will not provide a deposit."

In Section 15 Force Majeure is amended by adding: "No cancellation by either party. Both parties agree that PERFORMANCE will not be cancelled unless both PURCHASER and PRODUCER agree." "In case of (circumstances beyond control or weather conditions) PRODUCER and PURCHASER will decide if performance is to continue."

In Section 16 Insurance the following is added to the end:

PURCHASER, as part of the County of Riverside, is self-insured

A. Prior to the start of performance, PRODUCER shall provide to PURCHASER original insurance certificates which evidence the following coverage from companies licensed to issue such insurance in the State of California:

- i. Commercial general liability insurance, on an occurrence basis, with limits not less than \$1,000,000 combined single limit per occurrence (for injury, death, property damage or other occurrence);
- ii. For contracts involving use of vehicles (automobiles, trucks or other vehicles), commercial automobile liability insurance, on an occurrence basis, with limits of not less than \$1,000,000 combined single limit per occurrence (for injury, death, property damage or other occurrence); and
- iii. Any other insurance required by law or the State of California for this type of activity or event.

B. The insurance certificates must also include the following:

- i. The dates of inception and expiration of the insurance;

- ii. A statement that the following are listed as additional insured: The County of Riverside; the Riverside County Fair and National Date Festival; the Riverside County Economic Development Agency; and the officers, employees, servants and agents of these entities;
- iii. A statement that the insurance cannot be cancelled or reduced without 30 days prior written notice to COUNTY; and
- iv. A statement that the certificate holder shall be: County of Riverside, Riverside County Fair and National Date Festival, 82-503 Hwy 111, Indio, California 92201.

In Section 17 Indemnification the following is added at the end: "PRODUCER to provide inventory of all personal equipment and instruments to be covered under this section by model and serial number."

In Section 18 the following is added at the end: PRODUCER shall comply with all State & Federal taxes and applicable laws, rules and regulations related to its performances of the **Artist Engagement Agreement No. 569915**. PRODUCER can apply for a withholding waiver by completing a FTB Form 588 Nonresident Withholding Waiver Request or a reduced withholding amount by completing a FTB Form 589 Nonresident Reduced Withholding Request.

In Section 21 the following is added at the end: "PURCHASER & PRODUCER recognize this attached Amending Agreement #1 as part of **Artist Engagement Agreement No. 569915**."

Daughtry Production Rider:

Pertaining to Section STAGE AND POWER (pg.7) the following is added at the end: "PURCHASER provides stage measuring 48 x 32 x 5 with low bearing soft roof measuring 48 x 32 x 26."

Pertaining to Section VENUE DRAPES - BACKDROP (pg.7) the following is added at the end: "Venue has no backdrop."

Pertaining to Section PRODUCTION OFFICE/PHONES (pg.8) the following is added at the end: "PURCHASER provides Wi-Fi connection."

Pertaining to Section SECURITY (pg.9) the following is added at the end: "PURCHASER will provide adequate security. Security meeting is scheduled for 6:00 p.m."

Pertaining to Section DRESSING ROOM AND OFFICE ASSIGNMENTS & FURNITURE (pg.9) the following is added at the end: "PURCHASER will provide only two (2) comfortable office trailers furnished with comfortable furniture as dressing rooms.

Pertaining to Section MEET & GREET (pg.10) the following is added at the end: "PURCHASER requests a meet and greet for 20 VIP's."

Pertaining to Section ADVERTISING NEAR STAGE (pg.10) the following is added at the end: "Venue is sponsored by Fantasy Springs Casino and there will be sponsorship banners on the stage."

Pertaining to Section SETTLEMENT REQUESTS (pg.12) the following is added at the end: "Show is free with gate admission into Fair. There is no box office."

Pertaining to Section DRESSING ROOM HOSPITALITY (pg. 13) the following is added at the end: "PURCHASER will provide all day coffee and beverage station set-up prior to 11:30 a.m. with sponsored bottled water. PURCHASER does not provide any kind of alcohol (beer, wine, etc.) requested. PURCHASER will provide deli tray with cheese and crackers. PURCHASER requests a meal buyout.

Pertaining to Section CATERING AND HOSPITALITY (pg. 14) the following is added at the end: "PURCHASER requests a meal buyout."

Pertaining to Section BUS STOCK (pg. 15) the following is added at the end: "PURCHASER does not provide any additional payment for bus stock."

Pertaining to Section AFTERSHOW (pg. 15) the following is added at the end: "PURCHASER does not provide any additional payment for aftershow food. PURCHASER will provide aftershow pizza."

All other terms and conditions of the Agreement remain unchanged and in effect.

By: _____

Dated: _____

Name & Title: _____

Daughtry – CDD Touring Inc. (90-0292477)
Creative Artists Agency
401 Commerce Street, Penthouse
Nashville, TN 37219

By: _____

Dated: _____

Name & Title: Robert Field
Assistant County Executive Officer/EDA Executive Management
3403 10th Street Suite 500
Riverside, CA 92501

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 12/6/13

ARTISTS INITIALS _____