

## **AGENDA ITEM**

**May 6, 2014**

Subject: Tourism

Department: Administration

The Bushwhacker Committee is making a formal request to partner with the Tourism Ad-hoc for the entertainment cost of the 2014 Bushwhacker Days. The main event entertainment for the Gospel event will be David Phelps. They would like for the Council to approve the amount of \$5,000 for the payment of the contract.

**BILL NO. 2014-035**

**ORDINANCE NO. 7977**

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, BUDGETING FUNDS FOR THE PROMOTION OF TOURISM THROUGH THE BUSHWHACKER COMMITTEE FOR BUSHWHACKER CELEBRATION 2014 GOSPEL EVENT AND APPROVING AN AGREEMENT WITH THE BUSHWHACKER COMMITTEE THEREFORE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:**

**Section 1.** The agreement termed "Memorandum of Understanding" between the City of Nevada, Missouri and its Bushwhacker Committee, attached hereto as Exhibit "A" and incorporated herein by reference is approved as an obligation of this municipality.

**Section 2.** The sum of \$5,000 from the City's Tourism Fund is hereby budgeted for dedication to and payment on said agreement to the extent needed for the entertainment contract finally approved.

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Nevada, Missouri, this 20<sup>th</sup> day of May, 2014.

**CITY OF NEVADA, MISSOURI**

**(SEAL)**

**By:** \_\_\_\_\_  
**Seth Barrett, Mayor**

**Attest:**

\_\_\_\_\_  
**Bev Baker, City Clerk**

Bushwhacker Days Festival  
Cheryl Rogers  
Historic Nevada County Square  
Nevada, MO 64772

Thursday, May 01, 2014

Dear Cheryl:

We are excited to confirm the **June 11, 2014** appearance of David Phelps! Enclosed you will find the following documents: **Contract, Additional Terms and Conditions, Performance Rider, and Technical Rider**. Upon receipt, please complete the following instructions:

- Print all pages of the enclosed documents including the Contract, Additional Terms and Conditions, Performance Rider and Technical Rider.
- Read and sign the front page of the **Contract** and the last page of the **Additional Terms and Conditions**.
- Read and initial each page of the **Performance and Technical Riders** and sign the last page of each.
- Make three (3) copies of each document including the **Contract, Additional Terms and Conditions, Performance Rider and Technical Rider** and return three (3) copies **and Deposit Check** within ten (10) business days, to *David Phelps Concerts* at the above address. We will return a copy of each of the above documents with David Phelps Concerts management's signature.

We have made every attempt to be concise while at the same time thorough so that we may closely safeguard the success of this concert. Please understand that this is our standard rider and we realize that you may not have everything available that we ask. Simply make your notes on each set of riders addressing the issues of concern. As you will discover, there is a lot of information, but each one of the items we are sending you are essential for making our event with you as effective, in performance and ministry, as possible. We are committed to this end and sincerely look forward to working with you to make this event simply unforgettable!

**This concert date will not be listed on David Phelps' website until the signed contract and riders along with any applicable deposit check have been received by the David Phelps Office.** Therefore, this date is considered open until the contract package has been returned.

I have really enjoyed working with you up to this point. Now that the event is confirmed and you have the enclosed contract, riders and additional information, direct any questions you have to the appropriate person listed in the rider. Please feel free to call Steve Hartley who will be happy to address any questions and concerns. Again, we are all looking forward to this upcoming event. May God richly bless you!

Sincerely,

Greg Ritchie  
David Phelps Concerts  
706-338-4277 Phone  
931.987.2421 Fax

Agreement made Thursday, May 01, 2014 between *David Phelps Concerts, Inc.* (hereinafter referred to as DPC) furnishing the services of David Phelps (hereinafter referred to as ARTIST) and **Bushwhacker Days Festival** (hereinafter referred to as PURCHASER). It is mutually agreed upon as follows: The PURCHASER engages DPC, and DPC agrees to furnish the entertainment presentation described hereinafter, upon all the terms and conditions herein and forth, including those on the attached documents entitled **Additional Terms and Conditions, Performance Rider, Technical Rider**. PURCHASER agrees to provide and pay for all terms and conditions contained in riders attached.

<b>DATE</b> <u>June 11, 2014</u>	<b>Travel:</b> Purchaser provides local transportation
<b>Time of show:</b> 7:00 PM	<b>Lodging:</b> <b>Purchaser provides</b> 2 hotel rooms.
<b>Agreed Involvement:</b> One Solo Concert Performance	<b>Catering:</b> Purchaser provides 3 catered meals for 10 people (lunch, preshow, post show).
<b>Venue:</b> <u><b>Bushwhacker Days Festival (Outdoors)</b></u> <u><b>Historic Nevada County Square</b></u> <u><b>Nevada, MO 64772</b></u>	<b>Ticketing:</b> N/A
<b>Hall Size:</b> Outdoor Festival	<b>Ticket On Sale Date:</b> N/A
<b>General Admission:</b> N/A	<b>Ticket Sales Phone:</b> N/A
<b>General Price:</b> N/A	<b>Promo Kit:</b> \$300, per rider .
<b>Artist Circle:</b> N/A	<b>Radio:</b> per rider.
<b>Artist Circle Price:</b> N/A	<b>Advertising begins:</b> N/A
<b>Day of Show:</b> N/A	<b>Production:</b> <b>Purchaser to provide speaker system.</b> DPC provides production
<b>Gross Potential:</b> N/A	<b>Equipment/Labor:</b> Purchaser will provide, in accordance with the attached Technical Rider.
<b>Ticket Retailer:</b> N/A	<b>Volunteers:</b> Purchaser provides 14 volunteers for load in and load out on day of concert
<b>Contract Signer:</b> Frank Arnold/Cheryl Rogers	<b>Product Sales:</b> per rider
<b>Mailing Add:</b> <b>Nevada/Vernon Co. Chamber of Commerce</b> Attn: Bushwhacker Days Steering Committee 225 West Austin Ste 200 Nevada, MO 64772	<b>World Vision:</b> No
<b>Contact:</b> Cheryl Rogers/ Frank Arnold	ARTIST shall receive 100% Headline Billing (in all formats of advertising) Ex: "DAVID PHELPS featuring special guest..."
<b>Work:</b> 417-667-4139	<i>For Office Use Only:</i>
<b>Cell:</b> 417-667-9556	<b>Rider Type:</b> <b>Buyer to provide Production</b>
<b>Fax:</b> ?	
<b>Home:</b> ?	
<b>Email:</b>	

**Terms:** 15,000.00 Honorarium (No Split)

**Deposit:** A \$3,000.00 deposit is due with returned contract no more than ten (10) business days from receipt of contract by Purchaser. (Deposit and promo kit fee are Non Refundable)

**Balance Due:** \$12,000.00 by certified check or money order upon DPC arrival day of show, and any split, as agreed, paid at settlement by cash or check immediately following the intermission.

**Merch Fee:** N/A

All payments shall be paid to DPC by PURCHASER in US funds as follows (regardless of when PURCHASER collects monies):

1. Deposit in the form of a CHECK, CASHIER'S CHECK or MONEY ORDER made payable to *David Phelps Concerts, Inc.* shall be returned with the contract and received by DPC no later than ten business days from receipt of the contract
2. The balance of the honorarium due DPC must be presented to the road manager upon arrival in the form of certified check or cashier's check or money order, (no personal or company checks), made payable to *David Phelps Concerts, Inc.*
3. The balance of overages of the percentage of the net or gross (as agreed upon contractually) must be paid at settlement via CASH or CHECK immediately following intermission. If paying by check, it is the PURCHASER'S responsibility to ensure that all authorized personnel are present to sign the check on the night of show.

Date \_\_\_\_\_

Frank Arnold/ Cheryl Rogers  
Bushwhacker Days Committee

Date \_\_\_\_\_

By Steve Hartley  
For David Phelps Concerts, Inc.

By your signature you indicate that you have the proper authority to enter into the full terms of this agreement on behalf of the organization named herein.  
**ADDITIONAL TERMS AND CONDITIONS CONTINUED ON THE FRONT AND BACK OF THE NEXT PAGE--SIGNATURE REQUIRED**

# David Phelps Concerts CONTRACT

## ADDITIONAL TERMS AND CONDITIONS

1. PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deductions whatsoever. PURCHASER will advise DPC, or DPC'S agent promptly upon request of the admissions prices for the entertainment presentation.
2. In the event the payment to DPC shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to DPC a certified statement of the gross receipts of each performance immediately following such performance. In the further event that the payment of DPC'S share of said performance(s) receipts is based in whole or in part upon expenses related to the engagement, PURCHASER shall verify by paid receipts, cancelled checks or similar documents all such expenses or they shall not be included as an expense of the engagement. DPC shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of this engagement only.
3. PURCHASER agrees to furnish and pay for at it's own expense (a) on the date and at the time of the performance(s) above-mentioned all that is necessary for the proper presentation of the concert, including without limitation a suitable theatre, hall, or auditorium, well-heated, ventilated, lighted, clean and in good order, and public address system in perfect working condition including microphones in number and quality required by DPC, dressing rooms, all necessary electricians and stage hands, all lights, tickets, house programs, all licenses (including musical performing rights licenses), special police (when required by venue), ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in the principal newspapers, (b) all music royalties in connection with DPC'S use of music, and in addition, the costs of any musicians (including CONTRACTOR) other than those furnished by DPC as part of DPC'S regular company, (c) all amusement taxes, (d) if DPC so requires, all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals, and (e) all other items and personnel (including but not limited to any and all personnel, including musicians, as may be required by any national or local union(s)) required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefore, except for those items and personnel which DPC herein specifically agrees to furnish. DPC shall have the right to name the local music contractor and to approve the musicians hired locally.
4. In the event of sickness or of accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any other similar or dissimilar cause beyond the control of DPC, it is understood and agreed that there shall be no claim for damages by PURCHASER and DPC'S obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing and able to perform, PURCHASER shall pay the full compensation hereunder.
5. Unless stipulated to the contrary in writing, PURCHASER agrees that DPC may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. DPC shall also have the right to terminate this agreement without liability in the event PURCHASER fails to **sign and return this CONTRACT within (10) ten business days.**
6. Inclement weather rendering performance impossible, infeasible, or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and DPC disagree as to whether rendition of performance(s) is impossible, not feasible, or unsafe because of inclement weather, DPC'S determination as to performance shall prevail.
7. In the event PURCHASER refuses or neglects to provide any of the items or to perform any of it's obligations herein stated, and/or fails to make any of the payments as provided herein, DPC shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to DPC by PURCHASER, and PURCHASER shall remain liable to DPC for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance PURCHASER has failed, neglected, or refused to perform any contract with any other performer of any other engagement, or if the financial standing or credit of PURCHASER has been impaired or is in DPC'S opinion unsatisfactory, DPC shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, DPC shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to DPC by PURCHASER and PURCHASER shall remain liable to DPC for the agreed price herein set forth.
8. The entertainment presentation to be furnished by DPC hereunder shall receive billing in such order, form, size and prominence as directed by DPC in all advertising and publicity issued by or under the control of the PURCHASER. ARTIST'S name or likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up, commercial tie-up or merchandising without DPC'S prior written consent.

**DPC Contract: Additional Terms and Conditions cont...**

9. PURCHASER shall not itself, nor shall it permit others to record, broadcast, or televise, use flash photography, or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof, without prior written permission by Management.
10. DPC shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts, hats, etc.) posters, stickers, etc., on the premises of the place (s) of performance without any participation in the proceeds by PURCHASER. I may be subject, however, to concessionaire's requirements, if any.
11. DPC shall have exclusive control over the production, presentation, and performance of the engagement hereunder, including but not limited to, the details, means and methods employed in fulfilling each obligation of DPC hereunder in all respects. DPC shall have the sole right, as DPC may see fit, to designate and change at any time the performing personnel other than the ARTIST(S) specifically named herein.
12. PURCHASER agrees (a) to comply with DPC'S directions as to stage settings for the performance hereunder, (b) that no performers other than those to be furnished by DPC hereunder will appear on or in connection with the engagement hereunder, (c) that no stage seats are to be sold or used without DPC'S prior written consent, and (d) that the entertainment presentation will not be included in a subscription or other typed of series without the written consent of DPC.
13. It is agreed that DPC signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make DPC liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof or otherwise.
14. Nothing in this Contract shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by DPC to PURCHASER hereunder. If there is any conflict between any provision of the Contract and any law, rule or regulation, such law, rule or regulation shall prevail and this Contract shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. PURCHASER agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER.
15. In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to DPC and ARTIST shall control.
16. PURCHASER hereby indemnifies and holds DPC and ARTIST, as well as their respective agents, representatives, principals, employees, officer and directors, harmless from and against any loss, damage, or expense, including reasonable attorney's fees, incurred or suffered by or threatened against DPC or ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the ARTIST and/or DPC.
17. This Contract (a) cannot be assigned or transferred without the written consent of DPC, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied, or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of Tennessee, regardless of the place of performance. **THE PERSON EXECUTING THIS CONTRACT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH A PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.** The terms "DPC", "ARTIST", and "PURCHASER" as used herein shall include and apply to the singular, the plural and to all genders.

\_\_\_\_\_  
Date \_\_\_\_\_  
Frank Arnold/ Cheryl Rogers  
Bushwhacker Days Committee

\_\_\_\_\_  
Date \_\_\_\_\_  
By Steve Hartley  
For David Phelps Concerts, Inc.

*By your signature you indicate that you have the proper authority to enter into the full terms of this agreement on Behalf of the organization named herein.*

The following performance and technical rider are attached to and incorporated in the Contract between *David Phelps Concerts, Inc.*, hereinafter referred to as DPC, and <Company>, hereinafter referred to as PURCHASER, for the following event:

**Date:** June 11, 2014  
**Time:** 7:00 PM  
**Venue:** Bushwhacker Days Festival (Outdoors)  
**City:** Nevada  
**State:** MO  
**Zip:** 64772

These riders will serve as a process of communication between DPC and the PURCHASER in an effort to operate smoothly on the day of the event. **This rider is part of your contract** with DPC. Please understand that these requirements are not meant to inconvenience you in any way or to increase the cost, but are designed to make you aware of the tour's needs and expectations and also to answer any questions you may have. Please read all enclosed documents and do the following:

- Print all pages of the enclosed documents including the **Contract, Additional Terms and Conditions, Performance Rider and Technical Rider.**
- Read and sign the front page of the **Contract** and the last page of the **Additional Terms and Conditions.**
- Read and initial each page of the **Performance and Technical Riders** and sign the last page of each.
- Make three (3) copies of each document including the **Contract, Additional Terms and Conditions, Performance Rider and Technical Rider** and return three (3) copies **and Deposit Check** within ten (10) business days, to *David Phelps Concerts* at the above address. We will return a copy of each of the above documents with David Phelps Concerts management's signature.

Alterations to some of these requests will not be unreasonably withheld if requested upon return of this document. We understand that flexibility is necessary and will do our very best to accommodate your requests. Your attention to advance details will serve to make this concert run more efficiently and will make it more enjoyable for everyone involved...including you. We wish to make this event successful in all areas of ministry and performance.

## CONTACT INFORMATION

### Management

Steve Hartley  
521 Shadycrest Lane  
Franklin, TN 37064  
(615) 414-5350 phone  
(615) 599-9468 fax  
[steve@davidphelps.com](mailto:steve@davidphelps.com)

### Booking Agency

David Phelps Concerts  
PO Box 128  
Culleoka, TN 38451  
(931) 987-2424 phone  
(931) 987-2421 fax

## I. PROMOTIONS AND MARKETING

- A. DPC will contact PURCHASER to coordinate promotional efforts no later than ten (10) weeks prior to the concert. DPC will provide ordering forms and other information regarding promotional kit, radio advertising, promotions and publicity at that time.
- B. PURCHASER is required to purchase a basic promotional kit which includes, but is not limited to, the following: posters, flyers,
- C. Purchaser is required to purchase event specific radio promo, CD's for radio giveaway promotions, and other applicable marketing materials.
- D. PURCHASER will be responsible for providing DPC with local radio advertising information.
  - 1. The radio advertising schedule must be approved by DPC before spots are secured.
  - 2. Radio spots must begin airing no less than six (6) weeks prior to the show.
  - 3. DPC will provide professionally produced radio spots (as part of the promotional kit) that include a tag for customization by local radio stations.
- E. PURCHASER'S promotional efforts will include but are not limited to the following:
  - 1. Local church and public promotions, including coordinating the efforts and cooperation of other area churches, displaying posters, inserting flyers in church bulletins, distributing flyers in public places, advertising on church websites, using ARTIST'S music and concert announcement on venue telephone "hold" feature, announcements in church mailings, email blasts, etc.
  - 2. Utilizing free local advertising such as PSA's and interviews on radio and television stations, community bulletin boards and possible feature articles in newspapers. If a Publicist is hired by DPC to aide in these efforts, PURCHASER will be notified at the onset of advertising.
  - 3. Buying print advertising in local newspapers, church and associational newsletters, ministry brochures, etc.

## II. INSURANCE

- A. PURCHASER agrees that any and all liability insurance required by the state or facility will be properly secured and in effect and will cover all persons involved in this event, including (but not limited to) ARTIST, crew, staff, and all volunteers. This coverage must be in force from the beginning of load in until the completion of load out.
- B. PURCHASER or facility will hold ARTIST harmless in the event of injury or death to any persons involved with this event. PURCHASER and facility will indemnify and hold ARTIST, his contractors, employees, licensees, and designees harmless in the event of property damage, loss, or expense, including reasonable legal fees incurred or suffered by or threatened against ARTIST in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, firm, or corporation, as a result of or in connection with or caused by concert attendees or individuals, employees, contractors, or agents working for PURCHASER.
- C. PURCHASER will provide DPC, **at time of executed Contract**, a Certificate of Insurance naming "David Phelps Concerts" as additionally insured on the insurance policy in an amount no less than one million dollars (\$1,000,000.00).

## III. TRAVEL AND LODGING

- A. Road Manager will confirm in advance with PURCHASER all travel plans for the group.
  - 1. If DPC is traveling to the event by bus:
    - a) DPC will arrange all travel to and from the event. PURCHASER will provide all local ground transportation.
    - b) PURCHASER will provide parking with a turning radius for a forty-five foot (45') bus and twenty-five foot (25') trailer, if necessary. This includes, but is not limited to, arranging for meters to be bagged or parking spaces to be blocked prior to the vehicle's arrival.
    - c) Road Manager will contact PURCHASER in advance with travel costs (if applicable), and a check made payable to "David Phelps Concerts" for that amount must be sent directly to Management no later than seven (7) days prior to the concert.
  - 2. If DPC is flying in to the event:



- a) Road Manager will hold flights with DPC's company travel agency. PURCHASER will then be contacted and will be required to contact the Travel Agent directly with a credit card number to secure the flights.
  - b) All flight information must be confirmed no later than twenty-one (21) days prior to the event.
  - c) PURCHASER is required to provide all transportation to and from the airport for the ARTIST and crew. Vehicle must be able to accommodate group, luggage and equipment.
  - d) If applicable, any rental car costs will be the responsibility of the PURCHASER.
- B. If contractually agreed upon, PURCHASER will provide hotel rooms at a reasonable, standard hotel (i.e. Hampton Inn, Fairfield Inn, Marriott, Radisson, Holiday Inn, Hilton, Hyatt, Doubletree, Sheraton, etc.). All rooms must be non-smoking with double beds. The hotel must have interior entrances to the rooms, be a full-service hotel, have available bus parking (if applicable), and be within approximately ten (10) miles of the venue, if possible.
- C.
- 1. Total number of rooms needed will be confirmed by the Road Manager within twenty-one (21) days prior to the event.
  - 2. PURCHASER will pre-pay and secure the rooms and will forward all confirmation numbers along with hotel name, address, and phone number to the Road Manager.

#### **IV. CATERING AND DRINKS**

- A. PURCHASER will be responsible for providing catering for ARTIST and accompanying crew (does not include local crew). Meals will be Lunch served at 12, Dinner served at 5pm, After show food served upon departure. (Aftershow food to be approved with road manager prior to the show start).
- B. PURCHASER must provide a private location with tables and chairs for meals. Lunch and dinner times are to be scheduled in advance by the Road Manager. These times must allow for flexibility and be confirmed with the Road Manager on show day. Please note that the group may not all eat at the same time; many of the stage crew will eat as time permits.
- C. PURCHASER is required to send menu choices for the meal(s) to the Road Manager for pre-approval. We request that you provide healthy meals that include the following: large tossed salad with a variety of dressings (including low-fat), fresh green vegetable, another vegetable of choice, beef or poultry, potato or rice, dinner rolls or French bread, and dessert. Please include butter, sugar, sweeteners and other necessary condiments. Avoid fried and greasy foods and foods high in salt or fat. When possible, favorite local cuisine should be submitted to provide variety in the meals that ARTIST and crew are served while on the road.
- D. Once menus are selected by the Road Manager, PURCHASER is responsible for ordering and organizing catering.
- E. PURCHASER will provide a minimum of twenty-four (24) individual bottled waters and an assortment of soda beverages including Coke Zero, Canada Dry Gingerale, Diet Rite Cola, hot water, honey and fresh cut lemons. One (1) bag of gourmet coffee ground. Half and Half, French Vanilla creamer.
  - 1. These drinks should be available throughout the day and evening for the crew and kept cold the entire time.
  - 2. Please provide clean ice for the drinks and one (1) twenty (20) lb bag of ice for the tour bus.
  - 3. Also provide sweetened tea, fresh coffee and decaf coffee at meals along with cream, sugar, and sweeteners.
- F. PURCHASER will provide a minimum of twelve (12) individual bottled waters near the stage for the concert kept at room temperature.

#### **V. SET UP AND SOUND CHECK**

- A. At 10:00 am the Road Manager will meet with the PURCHASER at the venue and go over the day's schedule, volunteer lists, etc. PURCHASER will present Road Manager with initial payment (if applicable).
- B. PURCHASER will provide a competent house person. This person must have access to and knowledge of all sound equipment, circuit breakers, power sources, etc. This person must also be available during the concert to turn on and off

the house lights at the appropriate times. This person must arrive prior to the group's arrival to unlock necessary doors and to make sure the stage area is completely clear, including all microphone cables, etc.

- C. Load in begins at 10:00 am (see Technical Rider).
- D. PURCHASER will provide up to four (4) secure, climate controllable dressing rooms available upon arrival. These rooms must be private and clean. If possible, these rooms should be equipped with electrical outlets, comfortable chairs, and large mirrors. One of these rooms should have private access to a shower, supplied with soap, shampoo, and at least ten (10) towels. Please make Road Manager aware of any laundry facilities that may be available on the premises and provide laundry detergent.
- E. PURCHASER will provide a "Green Room" for ARTIST and guests equipped with comfortable seating to be used from arrival to departure. This room should have private access to the stage.
- F. PURCHASER will provide an additional room for a Production Office equipped with data/fax line (with direct dial out – no prefix), electrical outlets and appropriate table and chairs. The Road Manager must have access to this room at all times.
- G. PURCHASER will assure that the ARTIST will receive an uninterrupted sound check upon completion of load in and set up. No unauthorized personnel will be allowed inside the auditorium during sound check.
- H. Road Manager will meet with the PURCHASER by 1:00 pm to prepare for show settlement.
- I. Doors open one (1) hour prior to show time, unless otherwise noted.

## VI. VOLUNTEERS

- A. PURCHASER will provide the volunteers listed below for day of show responsibilities. Additional information regarding all volunteers will be outlined further in this Performance Rider. **The Road Manager will confirm all volunteer needs within 21 days of the event.**
  - 10-14 loaders (see Technical Rider)
  - 6-8 merchandise volunteers, 1 assigned as Merchandising Supervisor (see Merchandise section VIII)
  - 
  - 1 runner (see below)
- B. PURCHASER will provide a runner at least twenty-one (21) years of age with reliable transportation, large enough to accommodate the group (fifteen [15] passenger van is preferable). Runner must have a good working knowledge of the area including directions to and from hotel, venue, local restaurants, music stores, coffee shops, bookstores, etc. The driver must drive safely and courteously. Runner must be available from load in to load out and available to pick up and drop off at the airport, if needed. **This person cannot be the PURCHASER or involved in any other duty during show day.**

## VII. MERCHANDISE

- A. PURCHASER will provide five (3), six-to-eight foot (6-8") tables placed in a well-lit area near the main entrance, close to electrical outlets and a direct phone line out if possible, for the sale of merchandise.
  - 1. There should be no other merchandise sold, including t-shirts, audio or videotapes, music CD's, photos, posters, etc. without prior permission from Management.
  - 2. PURCHASER may sell food and soft drinks to the public. The sale of ALCOHOL is prohibited.
- B. PURCHASER will provide responsible adults (at least twenty-one [21] years of age) to assist with the sale of merchandise in each merchandise area. Total number needed will be determined by Road Manager.
  - 1. Please assign one (1) volunteer with prior cash-handling experience as Merchandise Supervisor.
  - 2. All merchandise volunteers are expected to be at the merchandise tables at least one (1) hour prior to the opening of doors and will be needed for at least one (1) hour after the event.

- C. PURCHASER will be required to make DPC aware of any house charges due to the sale of merchandise before the event and must include this information in the Contract. **Any applicable merchandise fees will be waived for all opening acts.** PURCHASER will be responsible for any fees accrued for the sale of the ARTIST'S merchandise which have not been agreed upon contractually

## VIII. CONCERT INSTRUCTIONS AND INTRODUCTIONS

- A. DPC will have exclusive control of production, presentation and performance.
- B. DPC will have complete authority directing personnel operating all sound and lighting equipment.
- C. PURCHASER will provide an emcee (Music Director, Pastor, local radio personality, etc.) to welcome guests and to offer an opening prayer, along with a reminder that no video or flash photography is allowed without prior written consent of Management. Road Manager will meet with PURCHASER prior to the concert to review the announcements.

## IX. SOUND AND LIGHTS (See Technical Rider)

## X. SETTLEMENT

- A. PURCHASER must be prepared to settle with the Road Manager **immediately** following intermission. Final settlement and final payment will be made night of show – **NO EXCEPTIONS.** PURCHASER will be required to present to Road Manager at settlement all that is needed for final agreement for payment included but not limited to all remaining unsold tickets, any ticketing reporting, and copies of all receipts and paperwork related to show expenses. Please prepare accordingly by having all the necessary items available and in order prior to settlement.
  
- D. Settlement for payment will be made the night of the show.
  - 1. It is understood and agreed by all parties hereto that the fee paid herein may consist of the following (as stated on the face of the contractual agreement from DPC):
    - a) A predetermined minimum honorarium AND/OR
    - b) A percentage of the net or gross show receipts.
    - c) Any local sponsorship monies generated by PURCHASER for contracted date will be added to the gross income for settlement. Absolutely no tobacco or alcohol sponsors permitted.
  - 2. PURCHASER will be responsible for collecting all monies generated from all ticket sales, including checks written for ticket purchases which should be made payable to PURCHASER. **CHECKS USED TO PURCHASE TICKETS SHOULD NOT BE MADE PAYABLE TO THE ARTIST.**
  - 3. All payments will be paid to DPC by PURCHASER in **US funds** as follows (regardless of when PURCHASER collects monies):
    - a) Deposit in the form of a CHECK, CASHIER'S CHECK or MONEY ORDER made payable to *David Phelps Concerts* will be returned with the Contract and received by DPC no later than ten (10) business days from PURCHASER'S receipt of the Contract.
    - b) The balance of the honorarium due DPC, **MUST BE PRESENTED TO THE ROAD MANAGER UPON ARRIVAL DAY OF SHOW**, in the form of CERTIFIED or CASHIER'S CHECK, COMPANY checks or MONEY ORDER (no personal checks) made payable to *David Phelps Concerts*.
    - c) The balance of overages of the percentage of the net or gross (as agreed upon contractually) must be paid at settlement via CASH or CHECK immediately following intermission. **IF PAYING BY CHECK, IT IS THE PURCHASER'S RESPONSIBILITY TO ENSURE THAT ALL AUTHORIZED PERSONNEL ARE PRESENT TO SIGN THE CHECK NIGHT OF SHOW.**
  
- E. DPC will be reporting final ticket sales to Pollstar and final CD sales to Soundscan. PURCHASER will sign off on these final numbers and may be called the week following the event to verify these sales figures.

**XIII. CURRENCY AND EXCHANGE RATES**

All finances in this **Agreement** both express and implied are in United States (US) currency.

**XIV. DISPUTE RESOLUTION**

All disputes arising from this event or this agreement will be determined and settled in Davidson County (Nashville), Tennessee. All parties agree to submit to legally binding arbitration, should any controversy, claim or dispute arise from, out of, or related to, David Phelps Concerts. The parties agree that these methods will be the sole remedy in these instances, and expressly waive their right to file a lawsuit in any civil court against one another for such controversies, claims or disputes, except to enforce a binding arbitration decision.

**XV. FINAL ITEMS**

- A. All rider specifications are subject to additions and deletions by DPC. If production needs should change after this rider is signed and executed, any additional expenses incurred must be mutually approved by DPC and PURCHASER.
- B. By the act of signing this Rider and the Concert Agreement, PURCHASER fully accepts all provisions of this agreement.
- C. **THE PERSON SIGNING THIS AGREEMENT MUST PERSONALLY BE PRESENT AT THE PLACE OF THE PERFORMANCE, FROM LOAD-IN THROUGH LOAD-OUT - NO EXCEPTIONS.**

**XVI. FAILURE TO FULFILL OBLIGATIONS**

Each one of the conditions of this Contract is necessary for the ARTIST’S performance. In the event that the PURCHASER refuses or neglects to provide any of the items stated or fails to make any of the payments, the ARTIST will have the right to refuse to perform this Contract, and retain any amounts previously paid. The PURCHASER will remain responsible for any monies owed to the ARTIST.

**Agreed to and accepted by:**

**Agreed to and accepted by:**

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Frank Arnold/Cheryl Rogers  
Bushwhacker Days Committee

By Steve Hartley  
For David Phelps Concerts, Inc.

**Date:** June 11, 2014  
**Time:** 7:00 PM  
**Venue:** Bushwhacker Days festival  
**City:** Nevada  
**State:** MO  
**Zip:** 64772

This technical rider is an attempt to provide accurate and relevant information to the PURCHASER, in the hopes of making the day of the event run smoothly. Thank you for your help and hard work with the items listed in this rider. Your attention to detail and cooperation with these requests is so important to ensuring a quality concert and a stress free day!

## I. STAGE

- A. PURCHASER will provide a minimum stage dimension of forty-eight feet (48') wide by thirty-two feet (32') deep by four feet (4') high. Ceiling height must be a minimum of a sixteen-foot (16') clearance to the nearest obstruction to the ceiling. The stage surface must be smooth, free of holes or protrusions. All staging must be finished on the front and sides, using black skirting if necessary. If an obstruction exists, the ARTIST'S Production Manager should be notified during the advancing telephone call.
- B. The stage must be completely clear of any objects before load in begins on the day of the concert.
- C. In arena style situations, sound/light mix platforms should be situated on the main floor of the room, no more than seventy-five feet (75') back from stage center, not to be under any existing balcony. In theater or church venues, please allow for sufficient seating kills (seats that remain empty) to accommodate sound and lighting consoles and the sight lines that the consoles will disrupt. The placement of this position should be no more than seventy-five feet (75') back from the stage center.
- D. Purchaser agrees to provide five (5) standard style music stands and stools that will be used during the concert.

## II. ELECTRICAL SERVICES

- A. The power requirements for the tour need to be followed carefully. If there is any problem providing the specified power requirements the Production Manager needs to be notified immediately. In some circumstances, PURCHASER may need to provide generators for adequate power at PURCHASER'S cost.
- B. A Licensed Electrician, at the PURCHASER'S cost, is required to tie in power at load in and untie power at load out, if needed. The Production Manager will discuss specific times for the electrician when advancing.
- C. Sound requirements: one hundred (100) amps three (3) phase within one hundred twenty-five feet (125') of stage.
- D. Lighting requirements: one hundred and fifty (150) amps (3) phase within one hundred twenty-five feet (125') of stage.

## III. PRODUCTION

PURCHASER will provide speaker system to help in the overall presentation of the concert. If the house system is not considered sufficient by road manager, supplemental speakers will need to be provided by purchaser

A. SOUND

1. The house speaker cabinets are to be comprised of professional, “state of the art” components. The system is to be operated in stereo and must be adequately powered by professional quality amplifiers.
2. The speakers’ arrays shall be actively crossed over (minimum 3-way stereo) with accompanying subwoofer cabinets. These arrays shall be designed to give two hundred seventy degrees (270 °) of coverage without phase or lobbing errors.
3. The speaker and amplifier system shall be capable of producing sound pressure levels of one hundred fifteen (115) db A weighted with a bandwidth of thirty (30) Hz—sixteen (16) Hz at house mix position.

B. MONITOR MIX - the tour will be carrying all necessary monitor needs. PURCHASER will assure that any existing stage monitors, microphones, microphone stands, or other related audio equipment are cleared from the stage.

C. VIDEO - video may be used during this event. If the venue has video screens and projectors, please make those available to the tour to supplement equipment being brought in.

D. LIGHTING –

1. **PURCHASER will supply two (2) good quality matched follow spots and three (3) com units**, no less than one thousand (1000) watts that use HMI, HTI, or Arc type lamps. (NO incandescent quartz lamps please.) PURCHASER will provide two (2) spot operators. Any cost incurred for the rental of required spotlights and operators will be the sole responsibility of the PURCHASER. The tour’s Lighting Director will have full control over all house lights. Purchaser will provide a house lights controller.

IV.

1. **PURCHASER WILL PROVIDE Lighting system.**
  - a) Full even coverage, minimum of 3 color wash.
  - b) Lighting requirements: one hundred fifty (150) amps three (3) phase within one hundred twenty-five feet (125’) of stage.
  - c) DIFFUSION (Fog Machines/Hazers) - in an effort to provide the best presentation possible of this concert, our lighting production requires the use of a professional grade haze machine. Without the use of the haze, the overall look of the concert is sacrificed. **Due to this, all smoke alarms must be turned off prior to the concert.** PURCHASER will be responsible for any and all expenses incurred due to the requirement of a local Fire Marshal. Throughout the day, the tour will be using Reel FX DF-50 Diffusers, or their equivalent, provided by our lighting vendor.
    - (a) Any conflict with the building fire alarm system should be resolved before load in.
    - (b) Use of diffusion during the concert is required.
    - (c) Venue must have the capability to go to complete blackout, except for appropriate exit markings.
2. Production Manager will notify PURCHASER twenty-one (21) days in advance if tour is carrying lighting.

V. **LABOR**

PURCHASER will assure the following to assist the ARTIST’S crew in the unloading, setting up, striking, and reloading of the ARTIST’S production equipment:

- A. Load in must begin at 10am day of show, unless otherwise noted.
- B. **PURCHASER will provide a minimum of ten (10) to fourteen (14) adults to work as loaders/stagehands to assist the crew with load in and load out. Crew should be able-bodied and ready to work immediately upon arrival. The hiring of any local crew (including those hired to compensate for lack of volunteers) will be the sole responsibility of the PURCHASER.**
- C. Show Call is 30 minutes prior to show time and should consist of:
  1. Two (2) Follow Spot Operators.
  2. One (1) House Light Operator for all lighting and technical questions. This person must have access to and knowledge of all sound equipment, circuit breakers, power sources, etc. This person must also be available during the concert to turn on/off the house lights at the appropriate times. This person will also be required to

facilitate controlling the stage lighting during the concert. This person will be given direction by DPC Production Manager of the desired lighting cues for the event.

3. Any of the above crew can be the same persons as the loaders/stagehands.
- D. All crew involved during the show are required to dress in black.
- E. Load out will commence immediately after the show. All loaders/stagehands must assist crew with load out until completed. The Road Manager shall be the only one to release stagehands and crew at the conclusion of load out.
- F. All schedules to be advanced by Production Manager.

## VI. MISCELLANEOUS

- A. PURCHASER will provide two (2) eight foot (8') tables at front of house for sound and lights.
- B. PURCHASER will assure that the stage is clear of all flowers, trees, instruments, podiums, cables, etc.
- C. PURCHASER will assure that the ARTIST will receive an uninterrupted sound check upon completion of load in and set up. **No unauthorized personnel shall be allowed inside the auditorium during sound check.**

## VII. STORAGE

PURCHASER will provide a room or back hallway for storage of empty road cases, set carts, and tour equipment.

Agreed to and accepted by:

Agreed to and accepted by:

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Frank Arnold/Cheryl Rogers  
Bushwhacker Days Committee

By Steve Hartley  
For David Phelps Concerts, Inc.

### Additional Information:

Venue Capacity: Outdoor  
Production: Purchaser provides per rider  
Stage Size: ?  
Contact: Frank Arnold/ Cheryl Rogers  
Contact Ph:  
Contact Cell:  
Contact Email:

# Input List

Chan	Input		Mic D.I.	dynamic
1	Kick In		91	
2	Kick Out		Beta 52	
3	Snr top		57	
4	Hat		KSM 27	
5	Rack 1		421	
6	Floor 2		421	
7	OH L		KSM 27	
8	OH R		KSM 27	
9	Bass		D.I.	
10	Elec		KSM 27	
11	Acc		D.I.	
12	Click		D.I.	
13	BGV track		D.I.	
14	Electric track		D.I.	
15	Loop Track		D.I.	
16	String track		D.I.	
17	Grand Piano		KSM 32	
18	Grand Piano		KSM 32	
19				
20				
21	Keys 1 L		D.I.	
22	Keys 1 R		D.I.	
23	Keys 2		D.I.	
24	Keys 3		D.I.	
25	Dobro		451	
26	Violin		D.I.	
27	David Voc	wireless		
28	Sherri Voc	wireless		
29	Jack Voc	wireless		
30				

Mix 1-2 Stereo Drums  
Mix 3 Mono Bass  
Mix 4 Mono Guitar  
Mix 5-6 Stereo Keys  
All Mixes should be wireless.

Mix 7 mono Violin  
Mix 8 Mono BGV  
Mix 9-10 Stereo David





bass

Piano



violin

David vocal