

FASHION BOMB PERFORMANCE AGREEMENT

All terms and provisions contained herein are integral and binding parts of FASHION BOMB's Performance Agreement

THIS **PERFORMANCE AGREEMENT** is made and entered into as of _____, 20____, by and between _____, whose business address is _____ ("Purchaser") and the musical group FASHION BOMB ("Band"), whose business address is P.O. Box 300951, Chicago, IL 60630. In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Purchaser and Band agree as follows:

The Purchaser hereby engages Band to render a musical **performance** (the "**Performance**"), and Band hereby agrees to render such **Performance** under the terms and conditions specified herein. The **Performance** will take place at the following location:

Name: _____

Street Address: _____

City/State/Zip: _____

The date of the **Performance** is _____, 20____. The Band will play ____ set(s), with a duration of ____.

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

B) **TRANSPORTATION / ROOMS:** If air transportation is a provision of the agreement, unless otherwise indicated, FASHION BOMB will make their own travel arrangements and upon approval will invoice Purchaser for such travel. If Purchaser is to provide tickets, flights must be upgradeable, and changeable without penalty. Costs will include all taxes and fees. Overseas Flights with total travel time over 6 hr. duration must be First or Business Class. Flights under six hours may be Coach Class, but must be upgradeable. Unless it is necessary, FASHION BOMB prefers not to fly on "red-eye" flights. All mileage points accrued will be the property of the individual flyers. All flights must be to and from locations and times convenient to FASHION BOMB. If HOTEL ROOMS are a provision of this agreement, they must be prepaid (including all taxes, required gratuities, parking, etc.), located at the venue hotel, and reserved under the band name. Early check-in and/or late check out may be required. Two non-smoking and one smoking double-queen rooms should be reserved for the following:

Band: Adrian Valerie, Acid, Trace, Drone1 and Drone2

Support: XXX (do not always travel with band)

If GROUND TRANSPORTATION is a provision of this agreement, it must be either a 12-15 passenger air-conditioned private van, or two mini vans, or two limos, with English speaking drivers. Said transportation will display a sign denoting "FASHION BOMB," and will meet band members and crew at the baggage claim for their particular flights. If for some reason, performance venue and hotel are not the same, then ground transportation must be provided between the two, at times convenient to FASHION BOMB. (Optionally, FASHION BOMB may rent two minivans and invoice Purchaser). See contract for per diem applicability. If reimbursement for plane tickets, hotel, or ground transportation is indicated, it will be immediate upon receipt of invoice. Reimbursements and per diem are not subject to any agency commissions.

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

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

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

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

FASHION BOMB and their accompanying personnel shall be allowed COMPLETE ACCESS to stage, backstage, and performance areas. If necessary, Purchaser will provide back stage passes, badges, or other

identification to allow access.

D) **DRESSING ROOM:** Purchaser will provide a separate private dressing room (or motor home), with electrical outlets, and comfortable seating for 8 people, near the stage. It should have a lockable door, keys to be provided to TOUR MANAGER upon arrival, and should be for the exclusive use of the Band. It should be made available from load-in thru load-out, and be a no smoking area. In most hotel situations, an additional sleeping (or hospitality) room, or nearby meeting room (preferably with bathroom facilities) will serve as a dressing room.

E) **HOSPITALITY:** Purchaser will provide refreshments for the band and crew (up to 8 people total) from load-in thru load-out. At load-in: a CASE of non-sparkling, UNOPENED bottled water is required at the stage. After sound check: (or two hours prior to doors opening, whichever comes first) catering is required in dressing room or other suitable area. Mandatory items include: Arizona Green Tea in 23oz cans (12) on ice, Old Wisconsin brand bite sized beef snacks. Additional item suggestions include: Deli tray (with bread and condiments), chicken, salads, fruit, veggies, desert items, soft drinks, coffee (cream & sugar), water, ice, cups, glasses, plates, and utensils. **REFRESHMENTS ARE TO REMAIN IN THE DRESSING ROOM AREA UNTIL LOAD-OUT IS COMPLETE.**

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

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

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

Storage for equipment cases is required. It should be a 10' x 10' area, near the stage and out of sight of the audience. If stage is outside, purchaser shall provide plastic covers to cover all equipment and stored cases. A roof or cover over the stage area is recommended. Weather damage to equipment and stored cases, including but not limited to rain, wind, snow, hail, and excessive heat, is purchaser's responsibility. Outdoors stages and front-of-house positions should be covered and protected against the elements.

Under no circumstances will FASHION BOMB set up or perform in a "wet" environment!

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

H) **GENERAL TERMS AND CONDITIONS:**

1) **COMPENSATION:** Purchaser will pay 50% of the negotiated fee for the Band performance (\$ _____) as a deposit by _____, 20____. If Purchaser does not pay Band the deposit, Band will have the option of canceling this Performance Agreement with no further liability hereunder to Purchaser. The balance of the negotiated fee for the Band performance (\$_____) shall be DELIVERED to TOUR MANAGER in a sealed envelope immediately before performance. All payments shall be paid in U.S. dollars, in cash, or certified or institution check, payable to: Pale Empire LLC. Agency commissions (if any) will be paid within 7 days after the event, after the balance due check has cleared. Overtime compensation will be invoiced, and is due upon receipt of invoice. Overtime compensation will not be subject to any agency commissions, unless the agent is present to negotiate the additional time.

2) Please designate one person to be a liaison between band & client.

3) Please have a time schedule ready when the band arrives. Unless specified otherwise on the face of this agreement, FASHION BOMB's show will be ____ performance minutes in length (not including breaks). FASHION BOMB will not perform longer than 90 consecutive minutes (70 min. show + 20 min. encore) without an intermission. Overtime, when applicable, will be billed on a pro-rata basis, based on the performance fee on the face of the agreement.

4) **NO MIMES!** Mimes, jugglers, unicyclists, and other circus type acts are to be kept off the dance floor, and at least 10' from the stage during FASHION BOMB's performance. The same goes for beach balls and other flying objects. Damage to personnel, equipment, fixtures, clothing, glassware, etc. due to flying objects, is purchaser's sole responsibility. Additionally, carnival type games are to be positioned at least 100' from

the stage so as to not interfere with audience sight lines.

5) FASHION BOMB is a rock band and does not play "dinner " or "background" music. Please do not ask the band to play quietly as guests enter and have dinner. Unless the event is a "dinner show," FASHION BOMB will not perform while guests are still eating. Taped or CD music will be provided if requested for pre-show and breaks. Please advise Producer as to any decibel limits in effect for the venue or show location – this is especially important when performing outside! Generally, FASHION BOMB performs at “concert” volume, in the range of 105 – 120 dB.

6) Stage sharing: If FASHION BOMB is to share the stage with another act, DJ, etc., FASHION BOMB's equipment shall have first priority in stage position, and will not be moved without FASHION BOMB's permission.

7) NO SURPRISES! Please do not surprise the band with opening acts, comedians, Elvis impersonators, or other entities that will require stage and/or PA system access. Additionally, FASHION BOMB does not make announcements during their show.

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

9) FASHION BOMB shall retain the sole, exclusive right to merchandising and the monies derived therefrom. This includes, but is not limited to: t-shirts, records, tapes, CDs, posters, pins, hats, etc. Purchaser will provide a table and chairs set up in an easily accessible and visible area of the venue for FASHION BOMB's exclusive use in the event a merchandising area is not already a part of the venue.

10) The performance will not be recorded or transmitted without the prior consent of FASHION BOMB. Purchaser has the right to videotape FASHION BOMB's performance for in house use only. Purchaser will supply a copy of the unedited video to FASHION BOMB at no cost to FASHION BOMB.

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

12) FASHION BOMB retains the right to add, subtract, or change band members and crew without notice.

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

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

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

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

18) SEVERABILITY. If any provision of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this agreement are declared to be severable representative.

FASHION BOMB TECHNICAL RIDER

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

A) **STAGE & POWER:** The stage is to be a sturdy, single level platform, at least 15'D x 30'W x 2'H. A carpeted drum riser (8'x8'x2') is recommended at center stage. Six (6) cloth towels, a case (24-16.9oz (500ml) bottles) of non-carbonated, UNOPENED water is required on stage at load-in. The stage is to be set, in place and free of encumbrances when the crew arrives for load-in. FASHION BOMB's band gear placement will take first priority over other acts, decor, podiums, etc. Any delay in starting performance due to incomplete staging is Purchaser's sole responsibility. If there is to be a dance floor, it is to be centered, directly in front of the stage, with no obstruction between the dance floor and stage. Storage for equipment cases is required. It should be a 10' x 10' area, adjacent to the stage and out of sight of the audience.

If stage is outside, purchaser shall provide plastic covers to cover all equipment and stored cases.

Weather damage to equipment is Purchaser's sole responsibility.

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

B) **LIGHTS:** If a house lighting technician is not provided for performance times, access to the house lighting board and lighting plot for FASHION BOMB's designated lighting tech . FASHION BOMB may from time to time supply additional moving lights & special effects.

C) **SOUND SYSTEM:** A quality sound system is critical to FASHION BOMB's performance. A CD player for pre-show and break music is suggested. A selection of music appropriate to the theme of the event is required.

D) **MONITOR SYSTEM:** FASHION BOMB features multi-part and background vocals and requires a high quality stage monitor system. At least two mixes into 4 wedges are required; 4 mixes preferred; 1 line level for IEM (Lead Vocal) and two powered mixes for stage left & right corner wedges. If not located at FOH, a separate mixing board (for monitors) with at least four discreet mixes can be positioned stageside. An experienced engineer should be available to assist with monitor system.

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

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

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

DRUMS

TO BE SET UP WITH SEAT ON AMP LINE.

1- 5 piece drum kit (TAMA) consisting of the following:

1 - 22" bass drum;

1 - 5.5" x 14" snare drums;

1 - 10" rack power tom;

1 - 12" rack power tom;

1 - 16" floor tom;

1 - 14" high hat (2 cymbals, heavy duty stand and pedal);

1 - 12" splash cymbal;

1 - 16" crash cymbal;

1 - 18" crash cymbal;

1 - 20" medium ride cymbal;

1 - Adjustable throne;

1 - double bass drum pedal (dual pedal, single mallet)

All appropriate cymbal boom stands, pedals, and hardware. All heads must be in excellent condition.

GUITAR AMPS

1 - Bass amp (Gallien Krueger 800 RB or Hartke 350) with at least one 4x10" speaker cabinet (2 preferred)

2 - Guitar amplifiers (two Line-6 half stacks or one half and one full stack), each with channel switching foot pedal switch.

3 - Triple guitar stands & 2 - Single guitar stands.

FASHION BOMB WILL BRING:

Guitars, Bases, Sequencer, effects pedals, guitar cables, drum sticks, and guitar tuners.

PLEASE HAVE THE STAGE GEAR PROVIDER CALL TOUR MANAGER TO CONFIRM THESE REQUIREMENTS OR WITH QUESTIONS.

F) **GEAR:** If BACKLINE gear is not a condition of this agreement, please note that cabling, power, and space for ventilation for FASHION BOMB's usual performance gear.

Lead Vox - Gator 4U Rack (Shure PSM400 in ear transmitter, Shure Beta58 wireless transmitter, TC Electronics Effects Processor, Presonus Blue Tube Pre-Amp).

Lead Guitar - Line-6 Cabinet, Line-6 Vetta Head, Line-6 Ground Control for Vetta.

Second Guitar - Marshall Cabinet, Marshall JCM9000 Head.

Bass - Gallien Krueger half stack.

Drums - 5 piece standard Pearl kit, double bass pedal. Alesis ipod mixer for tracks.

G) **STAGE PLOT INSTRUCTIONS:** FASHION BOMB requires one channel for Lead Vox, from vocal head to snake. Also, there should be one channel for a hardline mic to be used as backup vocal mic in the event of a wireless malfunction. Two channels are needed for Backing Vocal mics, hard line. Lead Guitar cabinet should have mics set up for stereo play. Rhythm Guitar cabinet single mic. Bass Guitar can go direct. Drums conventional mic setup, drummer also needs a D/I box for tracks.

HOUSE MIX GUIDE

40% instruments, 60% vocals - heavy kick & snare, with lots of vocal presence (3.5K, 4K, 5K) - low end (63Hz-125Hz) on kick. Small room reverb on snare and toms. Digital delay (stereo echo) on all vocals (about 250ms)

Band and Purchaser have each caused this **Performance Agreement** to be signed by its duly appointed representative

for PURCHASER

Date

for BAND

Date

