

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
APRIL 10, 2007 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Heritage Festival Entertainer Agreements	✓ Resolution Ordinance Motion Discussion Only	Mary Scalzetti, Director Community Events

SYNOPSIS

A resolution has been prepared authorizing an agreement with Blood Sweat and Tears with Chuck Negrón to perform at Heritage Festival in an amount not to exceed \$30,000.

STRATEGIC PLAN ALIGNMENT

Downers Grove Vision 2021 identified the principles of an *Authentic Downtown and Hometown Feeling* with the supporting means of: *Vibrant Community Focal Point for Bringing Residents and Guests together; Destination for Eating and Entertainment Both Indoor and outdoor and Strong Community Events Bringing Residents and Generations Together.*

FISCAL IMPACT

The FY07 General budget provides \$401,800 for Heritage Festival expenses and anticipates offsetting revenue of \$429,700. The 175th celebration Heritage Festival activities would support this agreement, which totals \$30,000.

RECOMMENDATION

Approval on the April 17, 2007 consent agenda.

BACKGROUND

The Community Events Commission at their, January 18, 2007 meeting unanimously agreed to forgo their initial strategy of hiring a performer as the Heritage Festival stand alone opening act as there was insufficient funding to attract a nationally recognized performer in the timeframe available. The Commission shifted its strategy from a single headliner performance to a strategy that would spread the funds throughout the festival and enhance the quality of performances at each of the six stages.

With this strategy in mind the Commission has recommended Council approve an agreement with Blood Sweat and Tears with Chuck Negrón to perform on Sunday, June 24, 2007 in Fishel Park. The Sunday concert in Fishel Park would be a free concert for all to enjoy.

ATTACHMENTS

Resolution Authorizing Execution of an Agreement
 Blood Sweat and Tears Contract

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND PARADISE ARTISTS, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Paradise Artists, Inc. (the "Artist"), for 2007 Heritage Festival entertainment, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

108 E. Matilija Street P.O. Box 1821
Ojai, CA 93024

PARADISE ARTISTS, INC.

Tel: (805) 646-8433
Fax: (805) 646-3367

CONTRACT #: 24827

Agreement made this date, Thursday, March 1, 2007 by and between Never Surrender LLC (hereinafter referred to as Artist) and Village of Downers Grove (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST(S): Blood Sweat & Tears / Chuck Negron 100% HEADLINE BILLING

VENUE: Heritage Festival Fishel Park,
Downers Grove, IL 60515 Phone: 630-434-5559 Fax: 630-434-5571

DATE(S): Sun. June 24, 2007
Artist to perform one (1) show approximately 90 minutes in length

TYPE:

TICKETS:	Quantity	@	Grs Price	Cmp/Kts	Deduct	Net Price	Discrptn
	1,500		\$0.00			\$0.00	Free

No. Days/Shws:	1 / 1
Doors Open:	12noon
Show Time[s]:	7:30pm 8:30pm
Onstage:	7:30pm 8:30pm
Curfew:	10:00pm

GP:	\$0.00	Capacities	Merchandising
Tax:		Per Show: 1,500	Artist sell: 100 %
Net:	\$0.00	Total tkts: 1,500	Build sell:

TERMS: \$30,000.00 Flat Guarantee
Artist shall be paid in full rain or shine.

In case of any conflict between these provisions or the contract rider and the provisions of the Village Rider attached hereto and made a part hereof, the provisions of the Village Rider shall control.

ADDITIONAL PROVISIONS: Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist, any and all rider requirements.

Purchaser will provide and pay for sound, lights and backline equipment; fourteen (14) first class single hotel rooms at a four star quality hotel for one (1) night - hotel must have attached restaurant and/or room service; all internal ground transportation. Artist will be paid in full - rain or shine. The deposit will be non-refundable should any portion of the contract and/or attached rider be breached by the purchaser.

OTHER ACT(S): local

PAYMENTS: \$15,000.00 US deposit to Paradise Artists, due by: ~~March 20, 2007~~ TBD
The balance of the guarantee (\$15,000.00) shall be paid to Artist or Artist's representative immediately prior to sound check-in cash.

Paradise Artists, Inc. Bank Wire Information	Wells Fargo Bank ABA#: 121-000-248 Account#: 6808-09-7091 202 E. Matilija Street, Ojai, CA 93024
----------------------------------------------	-----------------------------------------------------------------------------------------------------

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither Paradise Artists, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither Paradise Artists, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

This contract shall not be binding unless signed by all parties hereto. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract. In the event of a conflict between any such attached Addendum and/or Rider and this Agreement, the attached Addendum and/or Rider, as applicable, shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Never Surrender LLC
Fed ID #: 20-3521655

Village of Downers Grove
Cara Pavlicek

X _____

X _____

C/O Paradise Artists, Inc.
108 E. Matilija Street P.O. Box 1821
Ojai, CA 93024

Civic Center 801 Burlington Avenue
Downers Grove, IL. 60515
630-434-5559 Fax: 630-434-5573

BOOKING AGENT: Jim Lenz

CONTACT: Mary Scalzetti

Return all copies to: Paradise Artists, Inc.

Reviewed by Legal on <u>5-7-07</u> Ann Marie L. Perez

1. Person signing this contract personally guarantees they are authorized to do so.
2. No performance of the engagement shall be recorded, reproduced, or transmitted from the place of the performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist.
3. Artist shall receive 100% top billing in all advertising, lights, displays, radio, marquees, programs, and any and all other advertising and publicity media.
4. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay Artist(s) full compensation as provided herein.
5. All opening/support attractions shall be ~~subject to Artist's prior written approval and shall be paid for by Purchaser.~~

6. 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 rules and regulations then obtaining of the American Arbitration Association governing three-member panels. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.~~ *the filing of a lawsuit in the County of DuPage, State of Illinois.*

ADDITIONAL TERMS AND CONDITIONS:

1. ARTIST'S NAME OR LIKENESS MAY NOT BE USED AS AN ENDORSEMENT OF ANY PRODUCT, SERVICE OR COMPANY IN CONNECTION WITH ANY COMMERCIAL TIE-UP WITHOUT ARTIST'S PRIOR WRITTEN CONSENT.
2. 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 CAUSE BEYOND THE CONTROL OF ARTIST, IT IS UNDERSTOOD AND AGREED THAT THERE SHALL BE NO CLAIM FOR DAMAGES BY EITHER PARTY TO THIS CONTRACT AND ARTIST'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, THE MONIES (IF ANY) ADVANCED TO ARTIST HEREUNDER SHALL BE RETURNED ON A PRO-RATA BASIS. INCLEMENT WEATHER RENDERING PERFORMANCE IMPOSSIBLE OR INFEASIBLE SHALL NOT BE DEEMED AN EMERGENCY AND FULL PAYMENT OF THE AGREED UPON COMPENSATION SHALL BE MADE NOTWITHSTANDING. IF PURCHASER AND ARTIST(S) DISAGREE AS TO WHETHER RENDITION OF PERFORMANCE(S) IS IMPOSSIBLE OR NOT FEASIBLE BECAUSE OF INCLEMENT WEATHER, ARTIST'S DETERMINATION AS TO PERFORMANCE SHALL PREVAIL.
3. IF, ON OR BEFORE THE DATE OF ANY SCHEDULED PERFORMANCE, PURCHASER HAS FAILED, NEGLECTED OR REFUSED TO PERFORM ANY CONTRACT WITH ANY OTHER PERFORMER FOR ANY EARLIER ENGAGEMENT, OR IF THE FINANCIAL STANDING OR CREDIT OF PURCHASER HAS BEEN IMPAIRED OR IS UNSATISFACTORY, ARTIST SHALL HAVE THE RIGHT TO DEMAND THE PAYMENT OF THE GUARANTEED COMPENSATION FORTHWITH. IF PURCHASER FAILS OR REFUSES TO MAKE SUCH PAYMENT FORTHWITH, ARTIST SHALL HAVE THE RIGHT TO CANCEL THIS ENGAGEMENT BY NOTICE TO PURCHASER TO THAT EFFECT, AND IN SUCH EVENT, ARTIST SHALL RETAIN ANY AMOUNTS THEREFORE PAID TO ARTISTS BY PURCHASER.
4. ARTIST SHALL HAVE THE RIGHT TO SELL SOUVENIR ITEMS, INCLUDING BUT NOT LIMITED TO T-SHIRTS, BOOKS, PHOTOGRAPHS, AND RECORDINGS ON THE PREMISES OF THE PLACE(S) OF ENGAGEMENT WITHOUT ANY PARTICIPATION IN THE PROCEEDS BY PURCHASER SUBJECT, HOWEVER, TO CONCESSIONAIRE'S REQUIREMENTS, IF ANY.
5. IT IS AGREED THAT ARTIST SIGNS THIS CONTRACT AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. ARTIST SHALL HAVE EXCLUSIVE CONTROL OVER THE MEANS AND METHODS EMPLOYED IN FULFILLING EACH OBLIGATION OF ARTIST HEREUNDER, IN ALL RESPECTS AND IN ALL DETAILS, 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.
6. PURCHASER SHALL PAY ALL COSTS OF ANY ADDITIONAL ARTIST AS MAY BE REQUIRED BY ANY JURISDICTIONAL AUTHORITY, OTHER THAN THOSE ARTISTS FURNISHED AS PART OF ARTIST'S REGULAR GROUP.
7. IT IS EXPRESSLY AGREED BY THE PARTIES HERETO THAT PARADISE ARTISTS, INC. IS ACTING AS AGENT FOR ARTIST, SOLELY IN CONNECTION WITH THE ARTIST'S LIVE PERFORMANCE AND THAT PARADISE ARTISTS, INC. SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION ON THE PART OF EITHER ARTIST OR PURCHASER IN CONNECTION WITH THIS AGREEMENT OR THE LIVE PERFORMANCE BY ARTIST AS CONTEMPLATED HEREIN. IT IS FURTHER AGREED NEITHER PURCHASER NOR ARTIST WILL NAME OR JOIN PARADISE ARTISTS, INC. AS A PARTY IN ANY CIVIL ACTION OR SUIT ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT.
8. THIS CONTRACT CANNOT BE ASSIGNED OR TRANSFERRED WITHOUT THE PRIOR WRITTEN CONSENT OF ARTIST. IT CONTAINS THE COMPLETE UNDERSTANDING OF THE PARTIES HERETO AND MAY NOT BE AMENDED, ~~SUPPLEMENTED, VARIED OR DISCHARGED, EXCEPT BY INSTRUMENT IN WRITING.~~ *Illinois* THE VALIDITY, CONSTRUCTION AND EFFECT OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ~~CALIFORNIA~~, REGARDLESS OF THE PLACE OF PERFORMANCE. THIS CONTRACT IS NOT BINDING UPON THE PARTIES UNTIL EXECUTED AND DELIVERED BY ARTIST OR HIS DESIGNEE TO PURCHASER. THE TERMS "ARTIST" AND "PURCHASER" AS USED HEREIN SHALL INCLUDE AND APPLY TO THE SINGULAR AND THE PLURAL AND TO ALL GENDERS.

SIGNATURE

DATE

Blood Sweat and Tears
Chuck Negron Contract Rider
2006-2007

Contract rider dated _____ between Never Surrender, LLC (hereinafter referred to as "Artist") and VILLAGE OF DOWNERS GROVE (hereinafter referred to as "Purchaser") and incorporated by this reference to be included in, and as part of the agreement for the Artist's performance on 6/24/07 at FISH EAT PARK BAND SHELL AT HERITAGE FESTIVAL in DOWNERS GROVE, IL.

Billing

1. Artist will receive 100 percent headline billing in any and all print advertising and publicity, including marquee.
2. Billing shall read BLOOD SWEAT & TEARS / CHUCK NEGRON formerly of three dog night 50%. We will supply ad copy.
3. Artist's use of the "Three Dog Night" name has been restricted¹. As such, the only use of the Three Dog Night name by Purchaser, it's agents and representatives shall be the following phrase, in capital letters:

"CHUCK NEGRON FORMERLY OF THREE DOG NIGHT"

Additionally, you must strictly adhere to the following:

You may use the phrase "formerly of Three Dog Night" in any market, media or context whatsoever only in conjunction with Chuck Negron's name, and if in print advertising, in a uniform font size which is no larger than 50 percent of the size of his name. You may also make reference to Chuck Negron as "lead singer on Joy to the World," "lead singer on One," "lead singer on Easy to be Hard," "lead singer on Old Fashioned Love Song," "lead singer on Pieces of April," "lead singer on One Man Band," and "lead singer on The Show Must Go On".

4. Under no circumstances can you bill or promote Chuck Negron as Three Dog Night, The Original Three Dog Night, The Voice of Three Dog Night, The Original Voice of Three Dog Night, Three Dog Night's Chuck Negron, Chuck Negron of Three Dog Night. Any variance of the foregoing in the billing, promotion, advertising or marketing of Chuck Negron shall constitute a material breach of this contract² and will result in the cancellation of this Agreement without any liability to the Artist and the forfeiture of any and all deposits by the

Purchaser in addition to any other remedies, including but not limited to, the full contract price for this engagement. Sign here _____


5. As soon as they become available, Purchaser shall provide Artist with a copy/transcript of all promotional material used to promote Artist under this Agreement.
6. Artist shall receive no less than 100 percent headline billing on all engagements where Artist is the headliner and no less than 75 percent special guest star billing when Artist is the support attraction in all forms of advertising and publicity listed above.

PAYMENT

1. Provided Artist is ready, willing, and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof regardless of inclement weather, Act of God, fire, accident, riot, strike, or any other event similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the performance hereunder.
2. **A Deposit** in the amount of 50 percent (50%) of the Artist's guaranteed engagement fee (exclusive of any percentage of box office receipts) shall be paid by the Purchaser to the booking agent concurrent with execution and/or delivery of the contract by the Purchaser. Said deposit shall be held in trust by the booking agent and paid to the Artist or Artist's representative upon completion of the engagement or upon forfeiture by the Purchaser because of any material failure or consideration and/or material breach of contract by the Purchaser.
3. **The Balance** of Artist's engagement fee, as well as any and all percentages of box office receipts due Artist under this contract, shall be paid to the Artist or Artist's representative at the time of the engagement prior to Artist's performance.
4. **The Method of Payment** shall be in the form of a bank cashier's check or in cash if requested except in the event the Purchaser is a Fair or an accredited school, in which case a check will be accepted. **NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL OF MANAGEMENT.** All checks to be made payable to Never Surrender, LLC ID #20-3521655 *Village Check*
5. Artist's representative will have the right to be present in the Box Office at all times.
6. In states where a taxing authority intends to deduct any portion of Artist's guarantee, it shall be the Purchaser's responsibility to pay the amount due in addition to Artist's contracted fee. This additional cost should be treated as show expense.

7. It is expressly understood that it should be Purchaser's total responsibility to provide any and all necessary liability insurance pertaining to the above-described performance.

PAYMENT FOR UNAUTHORIZED CHANGES

- FREE VENUE. 
- ~~1. Purchaser shall pay to Artist's representative Artist's percentage of box office receipts based on the ticket price and percentage clause stated on the attached contract even if tickets have been sold at less than the stated contract price.~~
 - ~~2. Similarly if Purchaser sells tickets to Artist's performance at a price greater than the stated contractual ticket price, Purchaser will pay to Artist's representative 100 percent (100%) of the increased amount on each and every ticket sold.~~
 - ~~3. In the event that Purchaser sells a number of tickets greater than the seating capacity stated on the attached contract, Purchaser shall pay to Artist's representative 100 percent (100%) of the ticket price for every ticket sold beyond the stated seating capacity.~~
 - ~~4. In the event the capacity of the venue is reduced for any reason without Artist's prior written consent and all available tickets are sold, Artist shall be paid based on the stated capacity on the face of the attached contract.~~

PRESS AND PUBLICITY

1. Name of Artist may not be used or associated directly or otherwise with any production or service, political party or cause, nor organization, social club, or association without Artist's consent in writing.
2. Artist shall not be committed individually or collectively to public appearances, interviews, or any other promotional exercise without prior written consent by Artist's representative, nor may Artist's appearance be sponsored by or in any manner tied in with any product or service, political party or cause, nor any organization, social club or association.

MERCHANDISE

1. Artist has sole right to merchandize any and all products pertaining to Chuck Negron or and Blood Sweat & Tears at no expense to the Artist.
2. No product or artifacts (T-shirts, button, etc.) using name logo or likeness of Artist shall be manufactured by Purchaser for the purpose of sale or promotional give away, without the written consent of Artist. Artist shall receive 100 percent of proceeds from any unauthorized manufacture of said products.

3. Depending on the type of venue, Purchaser will provide at no cost to Artist, two (2) or more tables at least 3 ft. by 6 ft. in size. Said tables must be made available to Artist's merchandise representative from one (1) hour prior to door opening time to closing time and must be located in lobby or near main entrance and exit of place of engagement. Unless specific arrangements are made in advance between Artist's representative and Purchaser, Purchaser is not required to provide sales personnel, nor is Artist required to pay any percentage or fee to Purchaser or building.

COMPLIMENTARY TICKETS AND PASSES

FREE VENUE. /

~~Purchaser must provide Artist with thirty (30) prime complimentary tickets per show. Any unused complimentary tickets must not be placed on sale without Artist's representative permission.~~

PERFORMANCE

1. Artistic control of Artist's performance shall be solely vested in Artist with regard to material, accompaniment, wardrobe, lighting, sound, staging, etc.
2. Purchaser agrees to post **NO SMOKING DURING PERFORMANCE** signs at Artist's shows in indoor venues. Purchaser further agrees to require the MC and announcer of the Artist's performance to inform the audience that there will be no smoking during Artist's performance.
3. The duration of Artist's performance will be approximately 75 minutes unless otherwise agreed in writing and Artist shall be permitted to perform for a greater or lesser duration (not less than 60 minutes nor more than 90 minutes) at the Artist's option without interference of any kind from Purchaser or anyone representing Purchaser. Under no condition(s) will a situation be permitted by the Purchaser whereby a supporting act's length of performance, local curfew, building policy, etc. would cause the Artist to have to cut or alter Artist's show.
4. No supporting act, announcer, master of ceremonies, compeer, performing artist or group(s) of artists shall appear or perform as part of the engagement without prior approval of Artist.
5. Artist shall have the right to record any and/or all of Artist's performance at no cost to Artist.
6. No recording by others of the engagement, including but not limited to the performance of Artist, shall be recorded on film or tape or reproduced by sight or sound devices without the express prior written consent of Artist, and Artist expressly reserves unto himself all rights with respect thereto. No one not specifically authorized in writing by Artist shall be permitted by Purchaser to enter the place of engagement with any sound or film recording device or mechanism.

7. Artist reserves the right upon thirty (30) day's notice to cancel the engagement or any part thereof by giving notice in writing to Purchaser at the address set forth in the contract, in which event Artist and Purchaser shall be discharged from any further liability to the other hereunder whatsoever with respect to canceled performances. It is further understood and agreed that in the event of any failure by Purchaser to fulfill any of the terms and conditions provided herein, Artist shall be the election to cancel the engagement hereunder, in which event, Artist shall be discharged from any further liability hereunder and shall be entitled to retain any deposits or other monies theretofore paid to Artist by Purchaser in addition to Artist's other legal and equitable remedies.

TRANSPORTATION

Purchaser will provide at his sole cost and expense local round trip ground transportation between airport, hotel, and venue on day of arrival, day of show and day of departure. **Minimum requirements: TWO (2) 15 passenger vans with one rear seat removed for luggage and musical equipment.** One sedan for Chuck Negron.

HOTEL ACCOMMODATIONS

13 (13) king hotel rooms and 1 suite with working refrigerator for medications including all taxes to be provided by Purchaser at no cost to Artist. Please see attached rooming list. Hotel must be approved by Artist's Manager. Hotel must have a full service restaurant. If we arrive by tour bus we need 14 king rooms plus suite

PRODUCTION

1. It is possible to change and/or adapt or interface other equipment in such a manner as to meet the stage and technical requirements, please contact Frank Degennaro 1 856-935-5345. PLEASE NO SURPRISES! If you are not sure, please call.

SOUND SYSTEMS

Mains: A **PROFESSIONAL** sound system capable of clean, uniform coverage of the performance area at 110 db 20-20k. System should be flown wherever and whenever possible with ground stacked subs. Acceptable types are: **V-Dosc, Nexo, EAW, or Meyer.** (Line Array Preferred)!

Mixing: 40 channel house console with VCA's. Acceptable types are: **Midas H-2K or H-3K, Soundcraft Series 5, Yamaha PM-1D, 3500 or 4000.**

FISHEL PARK BANDSITE // will be provided with:
 4 EV DELTA - MAX 2122 & 4 EV MTL - 2 18" BASS BINS
 15000 WATT CROWN MACRO-TECH MAIN P.A. SYSTEM. INCLUDES
 YAMAHA PM 3000 HOUSE CONSOLE & ALLEN & HEATH ML-5000
 "Will not accept Crest, Mackie, Ramsa, Allen & Heath, or PM-3000's"

MONITOR
 MIX OR
 SIMILAR

House 8 - Gates : Drawmer or BSS. 12 - Comps : Summitt, DBX, or BSS.
 Effects: 4 - Reverbs : TC Electronics, SPX-990, or PCM-70. 1 - Delay : 2290 or D-2.

PLS CONTACT
 SOUND COMPANY
 R.J. RECORDING
 RICHARD PECK
 at (630) 233-1931

Monitors: 40 x 16 Console with mute groups. Acceptable types are:
Yamaha PM-1D or 4000M, Midas H-3000 or XL-250, Soundcraft; Series 5-M.
 Three way mono side fills are to be house P.A. quality at 130 db
 from 20-18k. (Double cabinets per side).
The side fill horns must be at least 6'6" off the floor.

11 matching bi-amped wedges with 15" and a 2" compression
 driver capable of producing 110 db continuous clean audio. (The 11th
 wedge is the monitor's engineers). 10 matching eq's on each
 mix is required. (1" Horns for the Horn Player's Wedges only is OK)

Effects & Patching: 2 Digital Reverb units; 1 for DCT vocal and 1 for the keyboard mix, and
 4 Comp/limiters & 8 Gates **** SET THE CONSOLE ON STAGE LEFT ****

Intercom: Intercom must be provided between house and monitor mix position.

Power Requirements: Three (3) 20 amp 120V power transformers for on the stage, 2 on
 stage right, 1 near the monitor console. (For over seas only).

Purchaser shall provide at his sole cost one (1) two-way communications system (clear com.)
 for communications between the main mix and monitor mix stations.

3. Purchaser must complete the attached information sheet and email
 tofrankd1@mindspring.com
4. The venue, stage, sound wings, and truck loading dock must be available at load-in time set
 by Artist's representative.
5. Parking will be furnished at no cost to Artist. Said parking shall be available at the stage
 entrance for two (2) sedans, one (1) equipment truck, and one (1) 45-foot tour bus. The
 spaces shall be blocked off in the afternoon and actually saved until the time of the Artist's
 and Artist's Staff Departure, following the conclusion of Artist's performance. Please
 advance parking with Frank DeGennaro 1-856-935-5345
6. Artist and accompanying personnel shall be able to pass freely to and from backstage area
 and all other areas of the hall. Purchaser shall provide passes, unless Artist chooses to issue
 and use his own passes.

- TWO
7. Artist shall be entitled to at least one hour rehearsal and/or sound check time at the venue on the date of the performance and the Purchaser shall ensure access to the venue for this purpose no less than ~~five~~ hours prior to public admittance to the venue. ~~The Audience shall not be allowed to enter the place of engagement until such time that the technical set up and sound checks are completed.~~ Artist shall receive no less than one (1) hour sound check after all technical set up has been completed. *OUTDOOR FESTIVAL VENUE.*
 8. Artist shall have priority in set up, rehearsal, and position of equipment. Equipment and accessories shall not be moved, disconnected or used without the express consent of Artist's representative.
 9. Artist's representative shall have full, sole and final control of all aspects of concert lighting, staging, backline and sound equipment and placement.
 10. Artist and accompanying crew shall have at least four (2) hours following the engagement to break down and pack equipment. Stage and all lights shall remain on until finished.

PERSONNEL TO BE PROVIDED BY PURCHASER

Purchaser shall provide at his expense, sound, stage and lighting crew for set up, rehearsal, and performance(s).

1. Purchaser's production staff shall be in attendance to aid in the setting up of sound system, lighting, etc. Purchaser's staff, including sound engineer/operator and any of their persons directly concerned with the presentation of performance(s) shall be at the venue no less than five (5) hours prior to public admittance to the venue to permit the carrying out of the provision of this paragraph.
2. Purchaser's production staff shall include a minimum of ~~six (6)~~ ^{TWO (2)} experienced stagehand/loaders who must be available at load-in time, during set up as well as during show and until load out has been completed.
3. ~~A runner shall be available to Artist's personnel. This runner should have a van or station wagon and be familiar with local music stores and repair facilities.~~
4. A house electrician with a full working knowledge of the electrical facilities in the building must be available five (5) hours prior to the house opening and stay throughout the show.
5. Experienced lighting operators: one for the dimmer board, one for lighting console, and one for each and every spotlight required.
6. Experienced monitor console operator as well as one main mixing console operator.

7. Light, Sound and production staff shall be subject to the direction of Artist's technical personnel.
8. The Purchaser or qualified representative of the Purchaser with full decision making powers must be in the hall and accessible from load-in time until at least one (1) hour after the show ends. This person must be available to crew and Production Manager during all phase of load in, set up, sound check, performance, load out, and departure. This is necessary because situations may arise that can only be resolved by immediate decision by the Purchaser or his agent.

STAGE

BAND SHELL IN A PARK Low to ground
/

1. Minimum clear stage dimensions are twenty (25) feet deep, thirty five (40) feet wide, and ~~four (4) feet high~~. Stage surface must be solid, level and free of holes, cracks, and projections. There should be no limitations in the load-bearing capacity of the stage. Purchaser shall provide lighted steps on both sides of the stage for safe access to the stage.
2. Sound Wings - Two (2) platforms for PA. Each platform shall be a minimum sixteen (16) feet wide, eight (8) feet deep, at stage height. The front of the sound wings shall be level with the front of the stage. The sound wings shall be smooth, free of obstructions and capable of supporting an unlimited amount of weight.
3. Mixing Console - A platform of sixteen (16) feet wide, eight (8) feet deep, four (4) feet high. The platform shall have two (2) cafeteria-type tables on top.
4. Risers - Three (3) risers with the following dimensions: Drums – 8' X 8' X 24" (with carpet), Stage right keys – 8' X 8' X 12", Stage left keys – 8' X 8' X 12".
5. Backline Equipment –

Drums

-
- DW or Yamaha Recording Custom Maple drums – 3 years old or newer
 - 1 – 22" X 16" or 22" X 18" kick drum
 - 1 – 10" tom, 1 – 12" tom mounted on kick drum
 - 1 – 16" floor tom
 - 1 – 6 ½" X 14" snare

Note:

Drummer

brings cymbals, but

please

Drum heads

-
- Remo clear Ambassador heads on kick and toms supply back-up assortment
 - Remo coated Ambassador head on snare Same w/kick pedal

All heads must be brand new

Drum hardware

- All hardware heavy duty by Yamaha, Gibraltar or Tama
- 5 – Long boom cymbal stands – heavy duty (boom arm length 24” to 30”)
- 1 – Hi hat stand (base must be wide and able to swivel)
- 1 – Bass drum pedal (chain drive) Tama or DW
- 1 – Heavy duty drum throne (must be able to go very low)
- 1 – drum carpet

Guitars

Stage right

- 1st choice: 2 - Fender Vintage series '65 reissue Super Reverbs (60w combo amp w/4-10” speakers)
- 2nd choice: 2- Fender Hot Rod Devilles (60w combo amp w/4-10” speakers)
- 3rd choice: (1st choice for smaller venues) 2- Fender Vintage series '65 Deluxe Reverb Reissues (23w combo amp w/1-12” speaker)

Note: A mix of 1st & 2nd choices are acceptable

- 1 Fender Stratocaster with light gage (.10 to .46) GHS or D'Addario strings (new)

Stage left

- 1 – Roland JC-120

Guitar stands

- 7 individual guitar stands are required (3 guitar stage right, 2 bass, 1 guitar stage left, 1 spare)

Bass

Amplifier/Speaker cabinet

- 1st choice: Eden WT 800 w/4X10 cabinet
- 2nd choice: SWR 900 w/4X10 cabinet
- 1 Fender Precision or Jazz bass

Keyboards

-
- right 1 - Hammond B-3 organ with 122 Leslie speaker & organ bench. No pedals Stage
 - 1 - Korg O1/W Pro or O1/W FD w/sustain pedal (Must have floppy disc drive) “
 - left 1 – Korg Trinity w/sustain pedal Stage
 - 1 – Ultimate support Apex keyboard stand (for Trinity) “
 - right 2 – keyboard amps – Peavey KB-300 or equivalent Stage left &

All equipment must be in perfect working order. Backline needs change frequently, so please

contact Aller Entertainment, Inc. (310) 792-1183 regarding backline equipment that is required. Purchaser agrees to supply at his sole expense equipment list provided by Artist's management.

ELECTRICAL POWER REQUIREMENTS

Power will be needed in two (2) separate sources for sound and lights

Sound - 200 amps/3 phase

Lights - 300 amps/3 phase


POWER FAILURE

1. Artist has the right to stop and cancel any remaining portion of his performance if any of the following electrical power problems effecting any one combination of sound, lights and/or Artist's equipment should occur.
2. Electrical power failure or a voltage drop of twelve (12) volts ore more, due to insufficient electrical power available at place of Artist's engagement.
3. Electrical power failure due to local power company problems. Acts of God, accidents, etc. In this instance, however, Artist agrees to remain at the place of engagement, provided there are no eminent dangers of safety problems present and provided Artitst's equipment has not been damaged by said power failure for one (1) hour from the time of the initial power failure. In the event power has been completely restored within said hour, Artist agrees to resume his performance. However, should a further electrical power failure occur during Artist's resumed performance, Artist has the right to cancel any remaining portion thereof.
4. None of the foregoing contained above Nos. 2 and 3 shall in any way alter Purchaser's obligation to pay Artist any and all payments, including engagement fee, box office receipt percentages, and any payments mentioned on Page 1, paragraph 2 and Page 2, paragraph 3 due Artist under the attached contract.

LIGHTS LIGHT SYSTEM FOR THE BAND SHELL
AREA IS A 30 PAR 64 SYSTEM WITH ONE
FOLLOW SPOT AND (4) FOUR CLAY PAKY MOVING

1. Depending on the size of the venue, Purchaser agrees to furnish a first class professional lighting company for the use of Artist. In any given situation, the smallest amount of lights shall be sixty (60) par-64 instruments. ACL's may be substituted. Also a lighting designer (engineer) shall be present all day for design, focus, and performance, and shall be utilized by the Production Manager as he feels necessary, including actual light mixing if required.
2. Purchaser shall provide at his sole expense general stage lighting overhead, operating or dimmers, including but not limited to leikos, or par-64s (three circuits, primary red, primary blue, primary magenta, and primary amber) and balcony rail and side tree lights. Purchaser agrees that if additional lighting facilities are necessary at the venue or from outside sources,

LIGHTS ARE
A WHITE
SPANDEX
BACK DROF

~~they will be furnished without any additional cost to Artist. In addition, two (2) super trooper follow spots with gets as listed above with iris, shutter, and fader in perfect working order, are to be provided. Purchaser shall also provide a qualified and experienced spot operator for each spotlight. (If the throw is less than 100 feet, then troopers are permissible).~~ ^{ONE}  ^{OK OPERATOR}

3. It is specifically agreed and understood that a representative of the Artist shall have sole authority in determining use of all and any stage lighting house lighting **during the Artist's performance regardless of Artist's position on the bill.** The name and phone number of the lighting company shall be supplied to Artist's Production Manager three (3) weeks prior to the engagement.
4. If venue is over 2,000 capacity, the minimum lights required shall be one hundred twenty (120) par-64 or equivalent.
5. Lights available to headliner must also be available to Artist.

SECURITY

1. If a situation should arise when Artist should be forced to pass through the audience, a security force of four (4) security guards must be present to escort Artist to and from stage. Security guards shall be posted at the door of the dressing rooms commencing at least thirty (30) minutes prior to admission of the public to the engagement and ending when all of Artist's property shall have been removed.
2. All access to stage will be guarded by house security at all times and only those persons designated by Artist (except for stage personnel, etc.) will be allowed on stage during Artist's performance.
3. In situations where the main mixing console is located within (or in an area accessible to) the audience, a minimum of two (2) security guards are to be stationed at console during Artist's entire performance and particularly during Artist's encores.
4. Purchaser is responsible for the Artist's equipment while Artist has access to the hall.
5. Purchaser will provide a minimum of one (1) security person to be stationed in vicinity of Artist's merchandising concession. Said security person shall be made available to Artist's merchandising representative from the time doors open at the place of engagement until the closing of Artist's merchandise concession following Artist's performance.

DRESSING ROOMS

1. Purchaser will provide three (3) comfortable and private dressing rooms to be located as close to the stage as possible. **Dressing rooms are for Artist's exclusive use and are not to be shared with any other acts, crew, or house personnel.** All rooms must have electrical outlets and clean lavatory facilities.

Dressing Room #1 Chuck Negrón
Dressing Room #2 Band and Crew
Dressing Room #3 Horn section

~~In addition, please provide 1 production room with phone, fax and internet connection.~~

2. If the dressing rooms are lockable, the keys must be issued to Artist's Production Manager at the time of load-in.

CATERING

Load-in - two (2) people

Gatorade

Spring Water

Soft Drinks

~~Coffee w/milk & sugar~~

Load-in & lunch

If applicable

Please advance Frank DeGennaro 1 856 935-5345

Lunch for thirteen (14) people (if applicable)

HOSPITALITY WILL BE PROVIDED.

~~NOTE: If lunch requirements cannot be met, a cash amount of \$25.00 per person will be required.~~

~~Band Dinner for thirteen (14)~~

We will need a hot sit-down meal for the band at the time designated by Artist's representative. This meal should be in private room within or near the venue. This meal is to include the following:

Salad

Hot Entree - 2 choices

Boneless, skinless chicken: Breast only or Steak

Salmon Fillet

Fresh Vegetables

Dessert

Bottled Spring Water (not Evian) 4 cases

Diet 7-Up or Diet Coke

7-Up or Coke

Apple or Orange Juice

If dinner requirements cannot be met, a \$25 per band member will be required.

Dressing Room #1 - Chuck Negrón

~~Fresh fruit - plums, pears, peaches, grapes, bananas~~

~~Hot water set-up (herbal tea - lemon and honey)~~

~~Coffee mug and spoon~~

Five (5) clean white bath towels

Two (2) cases of small size (12 to 16 oz.) still water at room temperature. Prefer Smart water brand.

No Evian

~~Two (2) original flavor Lays potato chips (the kind in the can). 2 large bags Frido's~~

HOSPITALITY Will be PROVIDED.

Dressing Room #2 - Band and Crew (eight (13) people)

~~Hot water set-up with tea - lemon & honey~~

~~Coffee with milk, sugar~~

Two cases of small size (12 to 16 oz.) still bottled water (chilled) No Evian

6 six packs Coke (chilled)

One (1) six pack Diet Pepsi (chilled)

One (1) six pack Red Bull (chilled)

~~Assorted bottles of fruit juices~~

~~4 (four) six packs of high quality, interesting local beer -or-~~

~~Two (2) six packs of Samuel Adams or Corona Beer (chilled)~~

~~One (1) bottle opener (if necessary)~~

~~One (1) bottle of high quality Chardonnay wine (chilled)~~

~~One (1) bottle of high quality Merlot wine~~

~~One (1) cork screw or other implement capable of opening a bottle of wine~~

~~Fresh fruit - grapes, bananas, apples, etc.~~

~~One dozen (12) bagels with lowfat or fat-free cream cheese~~

~~One loaf bread~~

~~1 box of zip-lock baggies~~

~~Several larger bags (like grocery store type)~~

Deli Tray for 13 including fresh turkey slices, lettuce, tomato, cheese, etc.

Clean ice for drinks

12 clean white towels

~~4 Bags of chips~~

Cups for hot water beverages

Sturdy cups for all other drinks

All necessary eating utensils, condiments and napkins

HOSPITALITY Will BE PROVIDED.

Dressing Room #3 – Horn section Four (4) people

~~Hot water set-up with tea - lemon & honey~~

~~Coffee with milk, sugar~~

Two (2) six packs of small size (12 to 16 oz) still bottled water (chilled) No Evian

One (1) six pack Coke (chilled)

One (1) six pack Diet Pepsi (chilled)

One (1) six pack Red Bull (chilled)

Assorted bottles of fruit juices

~~Two (2) six packs of high quality, interesting local beer or~~

~~Two (2) six packs of Samuel Adams or Corona Beer (chilled)~~

~~One (1) bottle opener (if necessary)~~

Fresh fruit - grapes, bananas, apples, etc.

Clean ice for drinks

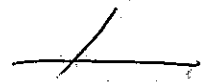
8 clean white towels

~~Cups for hot water beverages~~

Sturdy cups for all other drinks

**All perishable items should be kept at safe, proper temperatures.
Generally, dressing room catering should be ready 45 mins. Prior
Never Surrender Management 617-803-8886**

HOSPITALITY Will BE PROVIDED.



Some parts of this Rider may be difficult to accomplish. If such a problem or difficulty should arise, please contact Aller Entertainment, Inc. at (310) 792-1183.

ACCEPTED AND AGREED TO

Purchaser _____ Date: _____

Artist _____ Date: _____

¹ Negron and all persons acting on behalf of, or participating with Negron, may not use or exploit the Three Dog Night name or master recordings in any manner whatsoever in connection with the advertising, promoting or marketing of any musical performance by Chuck Negron, EXCEPT AS FOLLOWS: You may use the phrase "formerly of Three Dog Night" in any market, media or context whatsoever only in conjunction with Chuck Negron's name, and if in print advertising, in a size no larger than 50 percent of the size of his name. You may also make reference to Chuck Negron as lead singer on "Joy to the World," lead singer on "Easy to be Hard," etc.

² "Three Dog Night is an express third party beneficiary to this Agreement and may independently enforce its rights hereunder."



PERFORMER CONFIRMATION SHEET

Downers Grove Heritage Festival, June 22, 23 and 24, 2007

Please review, fill in missing information, retain one copy for your records, and return one signed copy.

Signature and date

***Blood Sweat & Tears/Chuck Negron* Performance at Downers Grove Heritage Festival**

Sunday, June 24, 2007
Fishel Park (covered)
One (1) 90-minute set
Beginning at 8:30 pm, Ending at 10:00 p.m.

On site provisions: Bottled Water/Hospitality Trays Provided. Dressing room in church located next to park.

Off site provisions: Ground Transportation and 13 hotel rooms/1 Suite

Please forward the following:
Stage plot; including Mic placement and Mic input list; Band gear setup; and Monitor placement

Fed ID # 20-3521655

Contract Price: \$30,000.00

Expenses: \$ 0

Deposit \$15,000.00

Balance Due \$15,000.00

Please send publicity photos Yes No

of barricade passes requested: None

One Line Promo: _____

Type of Entity:

- Sole Proprietor
- Partnership
- Corporation
- Charitable/Nonprofit
- Government Agency
- Medical
- Other (describe) _____

Performer emergency or local manager contact:

Name: _____

Address: _____

Phone: _____

Heritage Festival emergency # during event:
(630) 434-5703

Sound provided by: Richard Peck, RJ Recording, Tel: (630) 232-1932 Fax: (630) 232-1938

Lights provided by: Michael Holowicki, MLH ELECTROLITE, Tel: (847) 671-5483

Downers Grove Cable Television may record performance of which three minutes or less may be used for purposes of promoting the Downers Grove Heritage Festival. Yes No



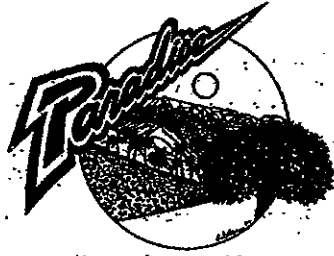
VILLAGE OF DOWNERS GROVE
VILLAGE RIDER

1. Village's Right to Control Heritage Festival. The parties hereto recognize that the Heritage Festival is a concerted community effort, requiring cooperation from and among participants and certain controls which will enable all participants to enjoy the Festival and ensure its success. Therefore, the Village reserves the right to control all aspects of the Festival, including, but not limited to, reallocation of resources such as electrical power, termination of any entertainment activity and restriction or prohibition of any behavior which it may deem to be objectionable, in conflict with the nature of the Festival, or threatening to the public's health, safety or welfare.
2. To the fullest extent permitted by law, ***Blood Sweat & Tears/Chuck Negron*** shall be responsible for all injuries, death, losses, damages, claims, suits, liabilities, costs and expenses which may arise directly from any negligence or reckless or willful misconduct of ***Blood Sweat & Tears/Chuck Negron***. ***Blood Sweat & Tears/Chuck Negron*** shall indemnify, keep and hold harmless the Village of Downers Grove where a loss was caused by the acts or omissions of ***Blood Sweat & Tears/Chuck Negron*** it's employees or subcontractors.
3. In the event that ***Blood Sweat & Tears/Chuck Negron*** should cancel, due to unforeseen circumstances beyond its control, performance at the Heritage Festival as provided in the Agreement, the parties agree as follows:
 - a. The deposit of the Village shall be fully refunded within ten (10) days after any notice provided by ***Blood Sweat & Tears/Chuck Negron*** of the attraction's inability to perform.
 - b. By agreement with the Village ***Blood Sweat & Tears/Chuck Negron*** shall arrange for substitute attraction of like value to perform in its place, and ***Blood Sweat & Tears/Chuck Negron*** agrees to compensate the Village for any difference in price in securing a substitute attraction.
4. ***Blood Sweat & Tears/Chuck Negron*** agrees to allow Downers Grove Cable Television to record the performance of which three minutes or less may be used for purposes of promoting the Downers Grove Heritage Festival.

VILLAGE OF DOWNERS GROVE

BLOOD SWEAT &
TEARS/CHUCK NEGRON

Village Manager or Designee



PARADISE ARTISTS, INC.

March 2, 2007

Mary Scalzeti
Village of Downers Grove
Civic Center 801 Burlington Avenue
Downers Grove, IL 60515

**RE: BLOOD SWEAT & TEARS / CHUCK NEGRON
HERITAGE FESTIVAL
DOWNERS GROVE, IL
SUN. JUN. 24, 2007**

Dear Mary,

Enclosed please find copies of the contract and rider regarding the above referenced engagement.

Please review the contract and rider carefully. Please sign all of the copies of the contract and rider and return all of the copies to me along with the deposit(s) as specified below.

\$15,000 US deposit to Paradise Artists, due by: ~~March 20, 2007~~ **TBD**

All payments should be made payable to Paradise Artists, Inc. and should be by cashier's check, bank wire or money order. Paradise Artists, Inc. bank wire information is detailed on the face of the enclosed contract.

NOTE: Wire transfers, checks and money orders must include a reference to the showdate and artist to receive proper credit.

Upon counter-signature by the Artist, a fully executed copy of the contract and rider will be returned to you for your files. Do not advertise or publicize this engagement until you are in receipt of the fully executed copy of the contract and rider.

If you have any questions regarding the above or the enclosed, please feel free to call me.

Sincerely,
PARADISE ARTISTS, INC.

Jim Lenz

Enc.