

SILKSCREEN PRODUCTIONS LLC.
2237 E. 70TH PLACE
2ND FLOOR
CHICAGO IL 60649
AGREEMENT

AGREEMENT made this _____ day of _____ between SILKSCREEN PRODUCTIONS (hereinafter referred to as "PRODUCER") furnishing the services of Ray Silkman (hereinafter referred to as "ARTIST"), and _____ (hereinafter referred to as "PURCHASER").

The Purchaser hereby engages the Producer and the Producer hereby agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions set forth in this agreement.

1. Name and Address of Place of Engagement:
2. Number of Musicians Expected:
3. Date(s) of Engagement:
 - (a) Number of Shows:
 - (b) Time of Show(s):
 - (c) Length of Show/Intermission:
4. Type of Engagement: **Stage Show**
5. Full Price Agreed Upon: \$ _____ (_____ Dollars) **Purchaser to provide sound and lighting according to artists specifications as outlined in attached rider. Purchaser to provide 4 first class, non-smoking hotel rooms and ground transportation to and from performance venue.**
6. Purchaser will make payments as follows: \$ _____ deposit and signed contracts due to Ray Silkman by _____. The balance in the amount of: \$ _____ due to Artist in CASH or CASHIER'S CHECK made payable to Ray Silkman immediately prior to performance. Any and all overages are due Artist in cash upon completion of performance.

All payments shall be in United States Currency by Certified Cashier's Check or Cash.

Purchaser shall first apply any and all receipts derived from the entertainment presentation to the payments required herein. All payments shall be made in full without any deductions whatsoever.

7. Capacity and Gross:

Tickets:	Type:	Quantity	Price
	Type:	Quantity	Price

Total Gross Potential: _____ (advance/reserved/general admission)
8. Local Contact Name _____ Phone Number: _____
Technical Contact Name _____ Phone Number: _____

THE ATTACHED RIDER IS PART OF THIS CONTRACT, CONTRACT IS NOT VALID UNTIL RIDER IS EXECUTED BY THE SIGNATURE OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

X _____ (Purchaser or agent thereof) X _____ (Producer)

Return all signed copies to: **Silkscreen Productions LLC.**

We will countersign and return one copy to you.

Ray Silkman Contract Rider

This Contract Rider attached to and hereby made part of contract dated _____, 200_____ between SILKSCREEN PRODUCTIONS (hereinafter referred to as "PRODUCER") furnishing the services of Ray Silkman (hereinafter referred to as "ARTIST"), and _____ (hereinafter referred to as "PURCHASER").

All terms and provisions hereinafter set forth are part of one and the same contract. The Artist agrees to furnish and the Purchaser agrees to accept for the engagement herein an entertainment unit including the services of Artist upon all of the following terms and conditions.

Control of Production

Artist shall have the sole and exclusive control over the production, presentation, and performance of the entertainment unit in connection with the engagement including, but not limited to, the details, means and methods of the performance of the entertainment unit and each member thereof, and the persons to be employed by Artist in performing the provisions hereof on Artist's part to be performed. Artist shall have the sole right, as Artist may see fit, to designate and change the performing personnel other than Artist. It is specifically understood and agreed that a representative of the Artist shall have the sole and absolute authority in directing personnel operating all lighting and sound equipment during rehearsal and each performance scheduled herein.

Reproduction

No portion of the performance rendered hereunder may be broadcast, photographed, recorded, filmed, taped or embodied in any form, of the purpose of reproduction without Artist's prior written consent. Purchaser will deny entrance to any persons carrying audio or video recording devices without limiting in any way the generality of the foregoing prohibition, it is understood to include members of the audience, the press, and Purchaser's staff. Those members of the press granted permission (limited to first two songs) to photograph or record must coordinate their efforts through Artist.

In the event that the Purchaser, his agents, employees, contractors, etc., reproduce or cause to be reproduced the Artist's performance in the form of film, tapes, or any other means of audio and/or video recording, upon demand by Artist, Purchaser shall deliver all of the same (together with any and all masters, negatives, and other means of reproduction thereof) to Artist at Purchaser's sole cost and expense, in addition to all other legal or equitable remedies which Artist may have.

Lodging

Purchaser shall provide and pay for five (5) first class hotel rooms for Artist's use for the night of the performance. Early afternoon check-in required for at least one room; appreciated for others.

Transportation

Purchaser shall provide six round-trip air tickets between Chicago and host city as well as local ground transportation between venue and hotel throughout the day. We will work out travel details with you soon after signing this contract.

Complimentary Tickets

Purchaser shall make available, at no charge to Artist nor his guests, six (6) complimentary tickets on an as needed basis. Artist shall provide guest list to Purchaser between Sound Check and Show.

Tickets

Ticket prices cannot be increased from those stipulated in the contract. Should Purchaser sell more tickets to a performance than the contract states as the maximum venue capacity, resulting in a higher gross sales than listed as total gross potential in that same contract, Artist shall be compensated for said overage by receiving, in addition to the agreed upon guarantee or percentage, 100% of the receipts in excess of the stated gross potential.

Dressing Rooms

Purchaser agrees to provide one clean, well lit dressing room with hot and cold running water and toilet facilities, eight (8) large cloth towels, and an AC electric outlet. Purchaser to provide security personnel to guard Artist's property if no key to lock dressing room is available. **Important: in venues without dressing room facilities, four (4) large cloth towels must be provided on stage prior to show beginning.**

Personnel

Purchaser shall provide personnel for sound and lighting system set-up and tear-down. A qualified stage mointor mixer will be required. Front of house mixing and lighting director shall be handled by Purchaser's employees or subcontractors unless Artist shall provide. A minimum of two (2) loaders shall be provided to load-in Artist's equipment upon arrival, assist in moving gear, if needed, before, during and after sound check; assist in resetting gear before show and upon load-out. Loaders will coordinate their efforts through Artist or his road manager.

Merchandise

Artist shall have the sole and exclusive right, but not the obligation, to sell Artist's souvenir merchandise in connection with and at the performance hereunder, and the receipts therefrom shall belong exclusively to the Artist.

Hospitality

Artist's hospitality requirements are modest, but essential. The following, in sufficient quantities for six (6) people, shall be made available throughout the day (from time artist arrives at venue until performance begins).

- Fresh coffee
- Cream and sugar
- Cups and stirrers
- One case assorted soft drinks: Pepsi, Diet-Coke, Sprite
- One-half gallon cranberry juice
- Eight (8) medium sized non-carbonated bottled water
- Sufficient ice to keep soft drinks cold
- Fresh ripe uncut fruit
- One (1) vegetable tray with dip
- One (1) deli tray with two meats and two cheeses
- High quality sandwich bread (sliced)
- Condiments
- Yogurt, trail mix, crackers or other individually packaged snack
- Purchaser to provide a hot meal for six people following the performance. No "fast food."

Parking

Purchaser shall provide two (2) adjoining parking spaces near the stage entrance for Artist's exclusive use.

Power

Purchaser shall provide stage power distribution for band equipment. Four (4) quad boxes or power strips, supplying at least 15 amps of 110-volt power will be required. All audio is to be on an isolated electric service separate from the lighting power.

Lights

Purchaser shall provide and pay for a first-class lighting system, in consultation with Artist's representative, sized appropriately for the venue, including at least one follow spot. All lighting is to be on an isolated electric service separate from the audio power.

Sound (*see attached stage plot and input list*)

Purchaser shall provide a first-class professional quality sound system suitable to the venue and acceptable to the Artist.

- House mixing console shall be at least 24 channels
- House speakers shall be at least a 3-way tri-amped system.
- Monitor console shall be at least 16 channels capable of providing three, and preferably four, discreet mixes.
- Monitor console position shall be equipped with a high-quality intercom system between the House and Monitor mixing positions.
- Monitor wedges shall be at least a 2-way/bi-amped system containing a 12" or 15" woofer and a 1" or 2" horn. At least four wedges shall be provided on stage (not including the mixer's cue wedge).

Outboard Gear

Purchaser shall provide, at the House mix position:

- One (1) digital reverbs (Lexicon PCM-70, LXP-15, LXP-1, Yamaha SPX-900 or equivalent)
- Two (2) compressors (dbx 160X, 166 or equivalent)
- Two (2) gates (Klark-Teknik, BSS, Valley or equivalent)
- All necessary cables to patch gates and compression into individual board inserts
- Six (6) D/I Boxes

Backline

- Two (2) 4 x 10 Bass cabinets (Harke or equal) and one (1) 400 watt bass head
- Keyboard amp (Peavey or Yamaha) and either a 4 x 10 cabinet or a 2 x 15 cabinet
- Piano bench
- Keyboard stand—prefer "Ultimate"
- Drum stool
- 5 piece drum kit Yamaha Custom Recording Series or Pearl Master Series. Include the following pieces:
 - 20" or 22" bass drum (no larger)
 - mounted Toms: 10", 12", 14" and 15" (no larger)
- 4 boom stands for musician provided cymbals
- guitar stand

Drums: center, Sax: front center, Keys: stage left, Bass: stage right

Sound Check

Artist requires ample time for sound check. One hour, concluding no less than one hour prior to the time doors open, should be allowed and anticipated by Purchaser. After Artist's soundcheck, nobody shall touch the House mixing console, nor the monitor mixing console, nor any of Artist's equipment.

Stage

Stage should be broom-clean prior to Artist’s load-in, with all cables taped and secure, lighting hung and ready to focus, and all sound equipment working and in-place. An 8’ x 8’ x approximately 16” carpeted drum riser shall be provided by Purchaser.

For outdoor performances, stage shall be covered and provide total protection form the elements to Artist and his equipment. Artist will not perform outdoors at temperatures below 55 degrees Fahrenheit.

Outside Commitments

Purchaser shall not commit Artist to any appearances or interviews without Artist’s prior knowledge and consent.

Force Majeure

Artist’s obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics and any other act or order of any public authority or any cause, similar or dissimilar, beyond Artist’s control.

Provided Artist is ready, willing, and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof regardless of Act of God, fire, accident, riot, strike, or any event or events of any kind or character whatsoever, whether similar or dissimilar to the foregoing examples which would prevent or interfere with the presentation of the show hereunder.

Inclement Weather

Notwithstanding anything contained herein, inclement weather shall not be deemed a force majeure occurrence, and the Purchaser shall remain liable for payment the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Artist shall have the sole right to determine in good faith whether such weather conditions shall render the performance(s) impossible, hazardous, or unsafe.

Modification of the Contract

It is understood and agreed that this contract may not be assigned, changed, modified, or altered, except by an instrument in writing, signed by the parties, in accordance with the laws of the State of Michigan. Nothing in this agreement shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over services of Artist or over the performances hereunder. Whenever there is a conflict between any provisions of this contract and any law, or any such rule or regulation of any such union, guild, or similar body, such law, rule or regulation shall prevail, and this contract shall be modified to the extent necessary to eliminate such conflict. This is the sole and complete agreement between the parties with respect to the engagement. Nothing in this contract shall be construed to constitute the parties as a partnership or joint venture, and Artist shall not be liable in whole or in part for any obligation that may be incurred by Purchaser in carrying out any of the provisions hereof, or otherwise.

X _____ (Purchaser or agent thereof) X _____ (Producer)

Date: _____

Date: _____