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Performed by orchestra with Stewart Copeland on drums and percussion



The Purchaser understands that the items requested below are necessary in order that the Artist can provide the best possible performance for the Purchaser and Audience. <u>If Purchaser has any questions, or cannot for some reason provide any of the following, Purchaser should contact MOEMA PARROTT: Moema.parrott@harrisonparrott.co.uk</u>

1. BILLING

This event should be billed as:

Ben Hur: A Tale Of The Christ Orchestral Score Composed & Performed by Stewart Copeland, Drums & Percussion Conductor

Film Directed by Fred Niblo Starring Ramon Navarro.

With Special Thanks to Warner Brothers

2. PAYMENT METHOD

All payments are to be made by wire transfer to:

Bank: NatWest

Address:-

25 Hampstead High Street

London NW3 1RL UK

Account Name: Harrison/Parrott Ltd Client A/c

Account Number: 01/01750720 Swift Code: (IBAN BIC) NWBK GB 2L IBAN: GB13NWBK60730101750720

IBAN BIC: NWBK GB 2L Currency: US Dollar

GBP and Euro accounts available for the transfer upon request.

Fees & Costs

Stewart Copeland Fee	Paid in two (2) installments.
Stewart Coperand ree	` '
	25% Deposit - <u>Due 3 months prior to engagement.</u>
	75% Payment - <u>Due on date of last performance</u> .
	Verified as paid By Wire on or before close of business on
	the Day of performance or by Certified Cheque paid no

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	later than intermission on the night of the (last) performance
Cinemuse XCL Fee - \$5000.00 plus travel for Ed Kalnins &/or other Cinemuse tech	Paid in one (1) installment. Due on date of last performance.
-	
Warner Bros License Fee	Refer "2. Warner Bros License Fee" Must be paid at least 90 days prior to engagement to contracting partner
Transportation costs drum kit & percussion equipment	Refer "4. Stage/Sound Gear"

Warner Bros License Fee

The License Fee due for each Live Screening shall be calculated in accordance with the following methodology: €3.50 p/seat based upon the full seating capacity of the venue, with a minimum guarantee of €3,500.00 p/screening. WB is happy to assume that 10% of a venue's capacity is unsuitable for screenings and/or reserved for free tickets meaning that WB's License Fees per screening will be 90% of the venue's capacity x €3.50. So, by way of example for a screening in a hall with seating capacity of 1,500, the License Fees would be €3.50 x 1,350 seats= €4725* (NB We are requesting a more favorable guarantee per capita fee and thus a reduced minimum guarantee for Warner Bros).

3. COMPLIMENTARY TICKETS

Artist requests 20 complimentary tickets in prime locations. Those tickets not used will be released back to the house, by 4:00PM of the concert day.

4. ARTIST REQUIREMENTS

REHEARSALS

One initial 2-3hr tech rehearsal for Mr. Copeland, conductor, percussion section, first violin and guitarist with click track and streamers. Click track and streamers need full projection gear and crew, except for the screen. Additionally, minimum two rehearsals of 3 hours each

Venue must provide an experienced Stage Manager to cue the top of show and intermission/interval as well as bows/curtain calls and LX cues. If the orchestra has a resident Stage Manager, this should suffice.

RUNNING TIME

Film running time: approximately 90 minutes plus at least a 20 minute intermission--one 48 minute first Act and one 42 minute second Act

Communication with the conductor (separately housed, traveled and compensated :

Artist will discuss the music with the conductor after he has seen the score and/or heard a recording of the piece. This conversation to happen at latest two weeks prior to the first rehearsal. A recording of the piece will be made available to musicians to familiarize themselves via audio file or link to a recording.

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Artist's Technician:

Artist will require the engagement by purchaser of Artist's choice of a drum technician/backline coordinator. This person will be intimate with Artist's sound needs and his other requirements. Cooperation with the drum technician is essential to the success of the piece.

Stage/Sound Gear:

All Shipping and rental costs NOT covered by Artist's Sponsors: TAMA (Hoshino) drums and percussion, Paiste cymbals, Remo drumheads and Vater drumsticks (as part of their sponsorship arrangements with Mr Copeland) shall be covered and paid for by the Presenter. The afore listed will advance all reasonable rental and transportation cost from a point of practical convenience to provide equipment to the venues

Artist requires ample supply of cold small bottles of water onstage for duration of performance plus three black hand towels on a table.

5. CONTROL OF PRODUCTION REQUIREMENTS

Purchaser will insure that at least six (6) hours will be set aside for load in and sound check before the first rehearsal. Doors shall not be opened until Artist is satisfied that he is prepared and the equipment functioning properly.

An assistant/liaison shall be provided to help solve any problems that come up. Staff member must have access to a vehicle at all times.

6. FLIGHTS/HOTEL/TRANSPORTATION

- Purchaser shall provide and pre-pay at least 45 days prior for one (1) day time first class and three (3) coach
 flights if such transportation is required internationally from US to Europe or Asia, or within Europe as the case
 may be. Flights bookings should be direct where possible and booked as flexible fares (never non-refundable
 fares). In addition and/or as substitute for other transportation within Europe first class train tickets (if used)
 for personal manager, drum technician, and A/V operator shall substitute for local flights at their election
- Purchaser shall provide at its expense (1) suite and *up to* three (3) single rooms (double beds) as required by traveling party in a 5 star hotel (or best hotel available), plus a \$50 per diem to each of the above for the duration of the engagement from arrival in the city of the venue until departure. Hotels need to be approved by management prior to booking. Such per diem will be ready and prepared for Artist and his crew upon their arrival at the hotel.
- Purchaser shall provide transportation from the airport to the hotel, hotel to venue, and return etc for artist, management and and crew.
- These can be covered by an agreed buyout in discussion with management if not provided directly.
- All transfers should be provided in a luxury vehicle to be agreed with management.

7. DRESSING ROOMS & HOSPITALITY

Two dressing rooms should be available from load in time until load out. Dressing rooms should be lockable and secure from unauthorized persons. Please provide one 'star' dressing room with a full length couch, such that Artist (6'2" or 1.88M) may be able to lie-down on it full length, plus one dressing room for management &/or video/ dum tech personnel. The star dressing room should be clean and well-lit, with a working wifi signal. The room should have a connecting shower, with at least 4 large cotton bath towels and a separate supply of hand towels.

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In a refrigerator a selection of:

- Nuts
- Fruit including melons and bananas
- Cold meats, cheeses, bread
- Apple, Cranberry and other Juices, Coca Cola
- Bottled water (flat)
- One smallest available bottle of Don Julio (or equivalent) *gold* (preferable by far) Tequila, or Vodka (for after the performance) plus Tonic and/or Sodas
- One bottle of white wine (for after the performance)
- One six-pack of regular beer plus a six pack of non-alcoholic beer (for after performance consumption)
- Sufficient wine and water glasses (8 of each)
- Corkscrew, bottle opener, napkins, paper towels etc.
- 8. Hospitality should begin with load-in and remain until removal approved by Artist's representative at load out.
 - b) Depending on the time of the rehearsal and performance, Artist and his companion or representative may require lunch and/or dinner. This can be catered or ordered from a local menu. Please have some suggestions and menus ready. Artist's representative will communicate with you about this. High Quality *5 Star* full course healthy meals, Ethnic, Local and Organic foods/dishes are encouraged as an option. Please provide whenever possible. A suitable table with chairs should be provided for eating comfort. Washable plates & utensils or reusable dinnerware would be appreciated.

9. CONDITIONS OF ARTIST'S OBLIGATIONS

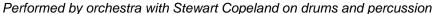
Artist/Attraction shall be relieved of its obligations hereunder should the fulfillment of those obligations be prevented or delayed by an act of God, physical disability, labor difficulties, strike, civil tumult, war, epidemic, refusal of visas, failure or delay of means of transportation, any Act or Order of any public authority or other cause similar or dissimilar, which is beyond the control of Artist/Attraction. Artist/Attraction shall have the option to terminate this Agreement in the event of the death or life threatening illness of an immediate family member or a featured performer. If Artist/Attraction shall so terminate this Agreement, Artist/Attraction shall be excused from the performance of any and all of Artist/Attraction's obligations hereunder.

10. REPRODUCTION OF PERFORMANCE

No portion of the performance rendered by agreement hereunder may be broadcast, photographed, recorded, filmed, taped or embodied in any form for reproduction without Artist's prior written consent. Presenter agrees that he/they will pre-clear with the orchestra guild or union the right for Artist to permit an archival recording and video of (subject to Presenters guild or union arrangements) one or all of the performances and will deny entrance to any unauthorized persons carrying video recording devices without limiting in any way the generality of the foregoing prohibition. It is understood to include members of the audience, guests and press.

In the event that the presenter, its agents, employees, contractors, etc., reproduces or causes to be reproduced the Artist's performance in the form of films, tapes, or any other means of audio or video reproductions, without Artist's

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prior approval, upon demand by Artist, Purchaser shall deliver copies of all of the same to Artist at Purchaser's sole cost and expense, in addition to all other legal or equitable remedies which Artist may have.

11. PURCHASER ASSUMES LIABILITY

Except as otherwise herein specifically provided, Purchaser hereby assumes full liability and responsibility for the payment of any and all cost, expenses, charges, claims, losses, liabilities and damages related to or based upon the presentation or production of the show or shows in which artist is to appear here under.

12. FAILURE TO FULFILL OBLIGATIONS

Every one of the terms and conditions of this contract is of the essence of this agreement and necessity for Artist's full performance here under. In the event Purchaser refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed prices herein set forth. In addition, if, on or before the date of any scheduled concert, 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 in Artist's opinion, unsatisfactory, Artist shall have the right to demand the payment of the guaranteed compensation forthwith, Artist shall have the right to cancel this engagement by notices to Purchaser to that effect, and in such event Artist shall retain any amount theretofore paid to Artist by Purchaser.

13. MERCHANDISING

Artist shall have the right to sell limited merchandise at the engagement, percentage to be negotiated. Please provide credit card machine. Two tables will be necessary. The Purchaser will provide a well lit secure place to erect a merchandising stall. This shall be in such a position as to be easily visible to the public using the main entrance. There should be a secure spot for Artist to sign, perhaps a small table and chair. This is to be at no cost to the Artist.

Full Payment shall be at the end of night after closing out merchandise booth. Payment should be in cash or check immediately after settlement. Please provide option for Artist to sign autographs in lobby after the performance, should he choose to do so.

If Artist feels comfortable so doing a Staff member should lead artist to lobby a few minutes after the performance. This person can help him to avoid the audience members on the way, and help keep him moving. Artist rep will communicate about post concert activities priot to the day of the performance Please do not announce or post that Artist will appear, unless approved by Artist's rep.

14. PUBLICITY

For any publicity or interview requests, please contact Amanda Sweet amanda@bucklesweetmedia.com, with simultaneous notification to Derek Power:iampower007@gmail.com

15. TIMELY RESPONSE

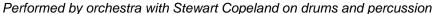
At Artist's sole election this contract may become null and void unless returned executed to his representatives within 45 days prior to date of engagement,

16. PARAGRAPH HEADINGS

Paragraph headings are inserted in the rider for convenience only and are not to be used in interpreting this Agreement.

17. INTERNATIONAL TRAVEL

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In the event the place of performance is outside the continental limits of the United States, Purchaser agrees to procure, at its sole expense, for Artist and party, the necessary work permits and other documents of any nature whatsoever necessary or usually obtained to enable Artist to render its services here under.

18. ANTICIPATORY BREACH

If on or before the date of any scheduled performance here under, the financial standing or credit of Purchaser has been impaired or is unsatisfactory, Artist shall have the right to demand payment forthwith of the guaranteed compensation specified above, and if Promoter falls or refuses to make such payment forthwith, Artist shall then have the right to cancel this agreement. In the event of such cancellation, Artist shall have no further obligation to Purchaser here under, and shall retain any Monies previously paid to Artist by Purchaser.

19. MODIFICATION OF CONTRACT

It is understood and agreed that the contract may not be changed, modified, or altered, except by an instrument in writing, signed in accordance with the laws of the State of New York. This contract may not be assigned, or changed, modified, or altered except by an instrument in writing signed by the parties. 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 performance here under. Whenever there is any conflict between any provisions of this contract and any law, or any such 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

20. INDEMNIFICATION

- a) Purchaser agrees to indemnify and hold harmless Artist and its employees, contractors and/or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the Engagement.
- b) Purchaser shall also indemnify and hold harmless Artist and its employees, contractors and/or agents from and against any and all loss, damage and/or destruction occurring to its and/or employees, contractors, or agents' instruments and equipment at the place of the Engagement, including, but not limited to, damage, loss or destruction caused by an Act of God.

21. CHOICE OF LAW/FORUM

This agreement shall be deemed made and entered into the State of California and/or in the United Kingdom and shall be governed by all the laws of such State or country applicable to agreements wholly to be performed therein.

22. SCORE AND PARTS

Conductor Score and orchestra parts must be rented a minimum of 8 weeks in advance of the first rehearsal from from G. Schirmer Music.

Contact: rental@schirmer.com

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TECHNICAL REQUIRMENTS

N.B. 6 hour set up needs to be accounted for in the venue prior to rehearsals

Please be aware of sight line issues in the venue and seats which may not be able to be sold.

PROJECTOR SYSTEM

Two (2) 20K (or better) 3-chip DLP projectors stacked and aligned for brightness and redundancy. With native resolution of 1920x1080 (or better).

The feed to the projector should be at 1080 i @ 59.94hz, include HD video split at the projectors position to feed both projector, unless projectors have loop-through capabilities.

SCREEN

An 18' X 32' projection screen to hang mid-stage. Bottom of screen should be no lower than 10' from stage floor. Front projection preferred. Size to be adjusted as necessary and provided by producers.

A black-backed screen should be used or black plastic or visqueen (builders plastic) must be snapped on or hung behind the screen. This is to eliminate light spill from showing through the screen, if necessary.

VIDEO PLAYBACK SYSTEM

Ben Hur uses a Cinemuse XCL system which will be delivered to the venue by Ed Kalnins as part of his fee. Cinemuse <u>DOES</u> NOT provide projectors or screens. Contact Ed Kalnins at info@cinemusesystems.com for booking or more information.

CineMuse XCL will provide one CineMuseXCL media playback package consists of

- two CineMuse media servers (one being a redundant backup)
- an HDMI media matrix switcher
- six LCD monitors
- two 8 channel audio I/Os, outputting to one 8 channel XLR snake.
- One certified CineMuse Operator/Programmer.

Presenter to provide: (all to receive conductor video signal)

One (1) 24" LCD 1080p video monitor for FOH audio desk Three (3) 10" LCD 1080p video monitor for Stewart's Drum Kit One (1) 28" LCD 1080p video monitor for Conductor

From wherever the operator and the CineMuseXCL system are stationed, presenter shall provide the proper convertors and cabling to manage the connections to the projector, Stuart, conductor and FOH displays.

VIDEO HOUSE POSITION

The video position to be located at FOH next to the audio engineer so that the video and audio engineer can have direct communication with one another. This is crucial for the audio cues that will be sent from the video playback system.

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CLIX (Click Tracks)

Wireless: Stewart Copeland, 2x perc., timp., hrp., 1 trp.

Wired: Conductor, piano, principal string stands (10), principal brass, tuba, 1st flute, guitar

SOUND SYSTEM

Audio FOH:

This production includes sound effects and limited music tracks that are pre-recorded and must be mixed into the house sound system and blended with the live orchestra and soloist. These tracks must be included whether the orchestra/soloist is amplified or not.

Requirements for Amplified Orchestra as follows:

Professional line array capable of producing 110db of undistorted audio evenly distributed to provide full coverage of the entire venue. Provide fills where needed. A central cluster of speakers is ideal so that music/tracks come from the direction of the screen.

- At Artist's request drums and percussion shall be amplified.
- No microphones should be placed in the sightline between the projection booth and the screen.
- FOH engineer to run 64 input channels including but not limited to tracks and SFX provided by the video engineer. The same engineer must be available for all rehearsals as well as performance dates.
- Yamaha CL5 or similar w/ two 3224-D 32 in 16 out RIO boxes on stage daisy chained or equivalent must have the capability to handle 64 inputs (see attached input list for microphones and channel list)
- FOH assistant to work along side the engineer to give cues from the playback.
- One dedicated hotspot at video station with direct continuous feed from conductor.

Requirements for Acoustic Orchestra as follows:

- Artist's drums and percussion to be mic-ed and fed through monitor console to the IEMs only
- Same IEM requirements for amplified orchestra (6 IEM Sennheiser G3 with 4 backup packs)
- Min 24 channel digital console (No Mackie Consoles)
- Same mic-ing requirements of the percussionists and Mr. Copeland for the amplified orchestra; feed will only be sent through the IEMs and not through the house PA system
- Suitable PA system for SFX tracks played throughout the performance

Audio Monitoring System (if necessary):

- Monitoring console must have the capability for 64 inputs split from FOH mixer
- Monitor engineer
- (6) Sennheiser G3 IEM systems for conductor, Mr Copeland (stereo) & drum tech (mono) and three members

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percussion dept.(3). Please have headphones available per players preference.

• (4) Spare beltpacks synced and ready for distribution.

FACILITY REQUIREMENTS

LIGHTS:

- The orchestra is to use stand lights, only. No overhead stage lighting on orchestra member. Every effort should be made to keep stand-light spill off the screen by raising the screen as high as possible, turning stands away from the screen (bounce light from the music is the worst culprit), and dimming the stand lights as much as is acceptable by the musicians.
- Conductor and Mr. Copeland should have specials through-out. Lights up for entrances/exits and bows.
- Please note that the first four rows of seats center stage may be sightline restricted because the conductor stands between the audience and their view of the screen. If possible these seats should be filled with patrons who are aware of the sightline restrictions and do not simply lesvvez0 unfilled.
- All lighting instruments must be installed, tested, and focused prior to the start of the first rehearsal onstage

STAGE MANAGEMENT:

See rehearsal section

PRODUCTION CREW:

Venue must provide sufficient crew for the load in/get in, rehearsals, performance, and load out/get out Crew with working knowledge of the venue, consisting of:

- a. Stage Manager
- b. Master Electrician or LD with 1 to 2 LX Assistants to adjust focus as needed
- c. FOH Audio Engineer with Audio Assistant
- d. Sufficient Stagehands to expedite the load in, setup, and load out of orchestra chairs, stands, instruments, light stands, power cords, etc.

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ARTIST REPRESENTATIVES:

MOEMA PARROTT

Moema.parrott@harrisonparrott.co.uk
Polyarts (JP Ltd)
5-6 Albion Court
Albion Place
London
W6 0QT

Agreed to & Accepted: Presenter	Polyarts (JP Ltd)
By Presenter:	Ву
Date:	Date:
Managing Director	Artist: Stewart Copeland

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INSTRUMENTATION

- 3 Flutes (3rd dbls Picc)
- 2 Oboes (2nd dbls E.Hn)
- 3 Clar (3rd dbls Bass Clar)
- 2 Bassoons
- 1 Contrabassoon
- 4 French horns
- 3 Trumpets in Bb (1st dbls Picc)
- 3 Trombones (2 tenor + 1 bass)
- 1 Tuba

(assistance for high brass)

Strings

14 first violins

12 second violins

10 violas

8 cello

6 double bass

Harp

Piano or synthesizer

Guitar (Acc./Elec.)

Percussion: 2 players + 1 timpani

Two 31-gallon steel trash cans with lids on stands.