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1. Tour or Technical Inquiry Contacts

The Purchaser and the Purchaser's sub-contractors shall not rely on one-way voicemail or email for notification/communication of information. Two-way communication is required, with confirmations back to the Artist's Representatives, to ensure the information connects.

Tour Manager

Tour Scheduling and Logistics

Leonard Shaw
Home: (204) 339-6107
Cel: (336) 681-1881
Fax: (204) 339-8467 Lewsh53@gmail.com

Production Manager

Technical Inquiries regarding the Rider

Howard Klopak
Canadian Mobile: (204) 293-0020 (Preferred)
US Mobile: (336) 601-6447 tech@theguesswho.com

Personal Manager and Booking Agent

Booking, Contracts, Business and Legal Matters, Publicity Materials, Advertising Approval, Social Media, Interview Requests and Ticket Counts

Randy Erwin
Entertainment Services International, LLC
3848 E. Hawthorne Hill Lane
Springfield, MO 65809
USA

Telephone:
417-882-2222 (Main Office)
417-882-5000 (Fax)

randy@esientertainment.com (e-mail)

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Table of Contents

- 1. Tour or Technical Inquiry Contacts 1
- 2. The Guess Who Performance Rider - Acceptance 3
- 3. General Provisions..... 4
 - 3.1. Billing 4
 - 3.2. Payment in the Occurrence of a Force Majeure Event 4
 - 3.3. Postponement / Cancellation..... 4
 - 3.4. Tickets – (in the case of contracts with gate commissions)..... 4
 - 3.5. Complementary Tickets and Passes..... 4
 - 3.6. Restrictions on Advertising Promotional Materials..... 4
 - 3.7. Production 5
 - 3.7.1. Production Requirements..... 5
 - 3.7.2. Production - Backline Equipment..... 5
 - 3.7.3. Compensation for Equipment Supplied by Artist or Representative 5
 - 3.8. Merchandise..... 5
 - 3.9. Shipping, Handling & Secure Storage..... 5
- 4. Performance..... 6
 - 4.1. Artistic control of performance 6
 - 4.1.1. Performer or Advertising Banners or Other Media..... 6
 - 4.1.2. Speeches & Introductions 6
 - 4.1.3. Duration of Artist's performance..... 6
 - 4.1.4. Ordinances or Restrictions of any type 6
 - 4.1.5. No supporting act..... 6
 - 4.2. Audio and Video Broadcasting and photography 6
 - 4.3. Stage Access 7
 - 4.4. Security Personnel 7
 - 4.5. Dressing Rooms..... 7
 - 4.6. Stage and Venue Climate Control..... 7
- 5. Catering 8
 - 5.1. General..... 8
 - 5.1.1. Crew Catering during Setup..... 8
 - 5.1.2. Meals 8
 - 5.1.3. Dressing room catering and Stage Items..... 9
- 6. Ground Transportation 10
 - 6.1. Typical Transport schedule (Example)..... 11
- 7. Hotel Accommodations – 2 Nights..... 12
 - 7.1. Hotel Requirements 12
 - 7.2. Room List 13



2. The Guess Who Performance Rider - Acceptance

ESI Contract #:	
Purchaser:	
Date:	

This Rider (Parts A and B) are attached to and made part of the ESI Contract above between the Purchaser and KALPET LP furnishing the services of (f/s/o) The Guess Who (hereinafter referred to as Artist).

All terms and provisions in this rider, and the contract to which it is attached, are part of one and the same contract, and referred to herein as the "contract"

Any and all requirements expressed herein will be fulfilled by the Purchaser at no cost to the Artist. Nothing in this contract or rider may be deleted or altered without expressed written consent from the Artist.

Contact the Agent representing the Artist (Randy Erwin) if you have any questions regarding this rider. Contact information is on Page 1.

If all the terms and conditions as stated herein meet with your approval, please signify your acceptance by signing in the appropriate space provided below:

	Agreed and accepted by:	Date
Purchaser:		

	Agreed and accepted by:	Date
Artist:		



3. General Provisions

3.1. Billing

Artist shall receive sole headlining billing and 100% size type, in all advertising and publicity, including, - but not limited to – billboards, marquees, newspapers, trade ads, fliers, posters, radio and television spots. Unless otherwise agreed to in writing by the Artist. The “Artist’s logo”, when used, must remain intact.

3.2. Payment in the Occurrence of a Force Majeure Event

Should a Force Majeure event render performance impossible or not feasible, ARTIST shall nevertheless be paid full compensation as provided herein and artist shall have no further obligation; provided that ARTIST is at the engagement, in a time frame relating to the engagement, and is ready and willing to perform. In such an instance, Purchaser agrees that any and all monies held by any and all third parties, in escrow or otherwise, as payment to Artist shall be released to Artist as if the engagement(s) were completed and this paragraph shall be deemed as authorization to any such third party (such as Artist’s booking Agent) to release such monies to Artist

Wherever the term “Force Majeure event” is used within this contract, it shall include, but not be limited to, a venue accident, a venue interruption, or failure as related to the venue, inclement weather, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, acts of terrorism, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the control of the ARTIST.

3.3. Postponement / Cancellation

Artist may postpone or cancel this contract and the services to be rendered there under, at the Artist’s sole discretion, by giving forty-five days prior written notice to the Purchaser, in the event that said engagement would conflict with the preparation for, or rehearsal of, a performance in a television series, television special, video taping, motion picture, or stage production, or the production of a recording in which the Artist may be contractually involved in the event Artist effects a postponement, said engagement shall be played on a mutually agreeable date within one year, after completion of the conflicting engagement.

3.4. Tickets – (in the case of contracts with gate commissions)

Purchaser agrees to provide verification of all sales systems and procedure, upon request, as well as a complete manifest of all reasonable costs pertaining to the engagement. Purchaser agrees to allow an inspection of the box office procedure by the Artist’s representative, and display the house starting ticket number, or a ticket service printout. Also, Purchaser will provide, the “deadwood” count, guest-lists, and/or “giveaway” lists. Only pre-approved guest lists, backstage passes, or media “comps” will not be counted into contract arrangements, all other tickets shall be considered sold. 72 hours notice by direct phone conversation to Artists booking Agent is expected, when Purchaser has concern to change the ticket price or show-time. Should the admission price on the day of performance not agree with the face of the contract, (increase), Purchaser will forfeit the difference.

3.5. Complementary Tickets and Passes

- a) 25 complimentary tickets, for seats in the center section within the first 10 rows, will be provided for Artist’s use (guests) for each performance. Artist’s representative will release all unused tickets to the box office, prior to opening of doors. The Artist may request backstage access for some of these guests, which will be resolved in advance of the show.
- b) All guest lists, backstage passes, or media “comps”, are subject to final approval by the Artist’s representative.

3.6. Restrictions on Advertising Promotional Materials

- a) Failure to comply with this section could result in legal jeopardy! It is imperative that only promotional materials provided by the Artist’s Agent be used when advertising the Artist. No other biography, photographs, music or video are authorized for any use whatsoever. Other approved publicity materials may be downloaded from the Artist’s official web site at this link:

<http://www.theguesswho.com/media>



- b) Purchaser shall be responsible to see that any and all advertising and publicity of Artist for this engagement (whether in print, video, audio, or internet) shall be approved by Artist's Agent prior to being released to the general public.

3.7. Production

3.7.1. Production Requirements

The Purchaser shall contract and coordinate all aspects of production to meet the Artist's Technical Rider, as outlined in Part B. The most current version of the Technical Requirements (Rider Part B) may be obtained at: www.TheGuessWho.com/info

3.7.2. Production - Backline Equipment

The Purchaser will contact the Artist's Production Manager in advance of contracting a backline company to determine if the Artist has a preferred backline supplier for the particular show/region. The Artist may request a specific backline provider for reasons such as quality, consistency, preferred personnel, etc. . . over the typical backline provider that the purchaser normally uses. Also, the Artist may elect to use the same backline company/equipment, when playing multiple shows in the region, in order to improve consistency of the performance, reduce setup time. In these cases, this would result in a backline buyout, that the Purchaser pays to the Artist.

3.7.3. Compensation for Equipment Supplied by Artist or Representative

In the case that the Artist, or a Representative of the Artist, supplies equipment used for the Artist's performance to meet requirements, the Purchaser shall reimburse the Artist for the costs.

3.8. Merchandise

- a) The Purchaser shall not manufacture any product or artifacts, (t-shirts, buttons, pictures, posters, hats, pins, jackets, etc.), using "The Guess Who" name, logo, or likeness of Artist for the purpose of sale or promotional giveaway, without the written consent of the Artist. In the event such sales are made, the Artist shall receive 100% of the proceeds from these sales, and Purchaser may be subject to trademark infringement law.
- b) The Artist shall have the sole and exclusive right to sell items that contain or bear material copyrighted or licensed to the Artist or use "The Guess Who" name, logo, or likeness at or about the venue on the day of the engagement, prior to, during, and after each performance by Artist. Items may include, but are not limited to; wearing apparel, photographs, posters, buttons, pins, hats, audio cassettes, CDs, DVDs, stickers, programs, or other items of merchandise.
- c) The Purchaser shall provide a minimum of one competent seller for each point of sale, to vend the Artist's merchandise. There will be no cost to the Artist for the sellers, if a venue or vendor commission fee is to be paid from the gross proceeds of the Artist's merchandise hereunder.
- d) Any commissions related to the sales of merchandise shall be stipulated in writing by the Purchaser and agreed to well in advance by the Artist. Purchaser further agrees to use the best efforts to obtain the lowest possible hall and vendor fees payable to the venue for the sale of Artist's merchandise.
- e) Purchaser shall provide an adequate space for the Artists designee to vend such material, allotting a suitable and lit area in line with the in/out customer traffic or adjacent to the stage.

3.9. Shipping, Handling & Secure Storage

The Artist has merchandise, equipment and supplies (items) that are shipped to/from events as required. The Purchaser shall provide Secure Storage for these items upon arrival and/or prior to pick up by carriers such as FedEx, UPS or others. The Purchaser will provide resources to manage the timely/critical handoff to and from the carriers, as well as the Handling & Secure Storage of these items within their premises, moving/providing this equipment to the stage and merchandise areas and aid in any other related activities requested.



4. Performance

4.1. Artistic control of performance

Artistic control of Artist's performance shall be solely vested with the Artist, with regard to material, accompaniment, wardrobe, lighting, staging, sound system, background music, and duration of Artists performance. Artist has the right to change any of the performance personnel of The Guess Who, at any time and any such change shall have no effect upon this agreement whatsoever.

The Artistic control of the performance extends from 30 minutes prior to the Artist beginning the first song of the concert, until 10 minutes after the Artist has left the stage on completion of the last song.

4.1.1. Performer or Advertising Banners or Other Media

- a) If any other performers on the Engagement are utilizing a backdrop or banner, such items shall either be removed, or covered and not visible to the audience, prior to and during the Artist's performance. The Artist will not perform until this has been satisfied.
- b) Banners or signs of any kind shall not be located anywhere in the Artist's performing area during the performance.
- c) There shall not be any Banners over speaker systems for outdoor shows. This greatly increases risk of damage to structures and danger to personnel due to the effect of wind load as well as significantly impedes the sound quality due to diffusing high frequencies. If over speaker banners are required, the banner must be of a proper Wind Blow-Thru & Acoustically Transparent material, with approval required from the Artist's representative, in writing, in advance. The purchaser shall ensure that safety requirements are met for banners as well as all other aspects.
- d) No videos, audio segments, graphics signs, etc. . . will be played or operating within the defined time of Artistic control unless there is prior written consent from the Artist's representative.

4.1.2. Speeches & Introductions

- a) Required event speeches, or any other address to the audience, shall be limited to less than 3 minutes within Artistic Control time frame, and must be completed at least 10 minutes before show time.
- b) The Artist shall be advised in advance if there is a Radio, TV or other event person that intends to introduce the Artist, so the intended presentation content can be cleared by the Artist and in order to ensure proper coordination.

4.1.3. Duration of Artist's performance

The duration of the performance will be without intermission and approximately seventy-five minutes in length, unless otherwise agreed to in writing, and indicated upon the face of Artist's contract copy. Purchaser should discuss the performance schedule and show length, when discussing the initial contract, with the Artist's booking Agent, and confirm this again with the Artist representative, during the advance **seventy-two hours notice by direct phone conversation to Artist's booking Agent is expected, when Purchaser has concern to change the show start time or length of performance**. Under no condition will a situation, by Purchaser or his representative be permitted that would cause the Artist to cut or alter show.

4.1.4. Ordinances or Restrictions of any type

Purchaser will provide written notice to the Artist or Artist's representative of any building policy, curfew, local ordinance, or any other restriction, before the initial contract is agreed to.

4.1.5. No supporting act

No supporting act, such as a performing Artist or group(s), master of ceremonies, disk jockey, announcer, or any other type of entertainer or personality shall perform at the engagement without advance approval from Artist or Artist's representative.

4.2. Audio and Video Broadcasting and photography

Closed circuit live video display to the audience is acceptable, and when this occurs, the Purchaser will ensure a master high quality digital recording of the video and audio is provided to the Artist, immediately after the performance. The Purchaser will insure there is no other recording of audio or video recorded or copied, and



the replica of the performance will not be broadcast or displayed in any way without the prior written agreement with the Artist. This also applies to photography. The purchaser will ensure the artist is provided the original quality of all recordings or photography and the artist is granted the right to use the material without restriction.

4.3. Stage Access

Stage access is strictly limited to the Artist and Artist's crew, sound and lighting company personnel, stage hands, loaders or others as designated by the Artist.

4.4. Security Personnel

General

The Purchaser is expected to coordinate and adjust the security arrangements to suit the conditions of the venue to ensure the safety and comfort of the Artist. As a minimum, the Purchaser will have security in place to ensure only authorized appropriate individuals are granted access to areas such as the stage, backstage, crew positions, dressing room, loading dock, parking area, or any other area occupied by the Artist or equipment.

Adequate Security is required during all aspects of the engagement including the setup as well as before, during and after the performance.

Passing near/through crowd or autograph sessions - If situation should arise where the Artist should be forced to pass near or through the audience, an adequate security force will provide escort. This is the case in the event that the Artist is signing autographs after the performance. Security shall be provided to escort the Artist to the location, and ensure an organized line is formed with stanchions prior to the Artist's arrival. Security shall be in immediately close attendance at all times during the signing session, and escort the Artist back to the secure area/dressing room.

4.5. Dressing Rooms

Purchaser shall provide a minimum of 1 properly maintained, clean, adequately ventilated air-conditioned in the summer, or heated in the winter, well lit dressing room, for the exclusive use of the Artist and crew. The dressing room must be made available from load-in, until the departure of the last crew member.

- a) This room must have a secure lock and key.
- b) There will be comfortable seating provided for a minimum of 10 people with adequate space for guitars, luggage/clothing, table space for catering and general access for the Artist.
- c) A clean private lavatory facility, not shared with the public.
- d) Mirrors, towels, soap, hot and cold running water and power outlets within the dressing room, or lavatory are required.
- e) The dressing room must be accessible without passing through the general public, and accessible to the stage and exits without passing through the audience area.
- f) The dressing room door shall be labeled "The Guess Who".

4.6. Stage and Venue Climate Control

The purchaser shall ensure all heating, ventilation and air-conditioning equipment is operating up to local building codes to ensure the comfort of the audience and the Artist.

The Purchaser shall provide adequate direct cooling fans to keep the Artist cool under the heat of the lights, or for outdoor shows in summer weather.

Outdoor shows in cold or hot weather require special considerations and planning to ensure instruments stay in tune, or the performance will be ruined. Please review these details with the Production Manager in advance of the show date.



5. Catering

5.1. General

The Purchaser will provide for beverages and meals for the Artist (crew and band) while the Artist is at the venue. Specifics vary based on the schedule and facility. The Purchaser will discuss with the tour manager to determine the most favorable scenario. Examples of typical catering arrangements are outlined below.

5.1.1. Crew Catering during Setup

The Purchaser will provide fresh fruit, water and coffee for the Artist's crew during setup, as well as stage water for soundcheck. A meal shall be provided for the crew when word extends through a meal time.

5.1.2. Meals

The Purchaser will provide a complete balanced meal for 9 people, with a vegetarian option preferred for 1. The meal is typically required after sound check, 4 hours prior to show time.

Meal Buy-out - In the case that the Purchaser cannot make arrangements for the Artist's dinner meal requirements on site, the Artist's representative is paid \$225.00 as a meal buy-out.

< Continued next page >



5.1.3. Dressing room catering and Stage Items

The Purchaser will ensure the Artist is provided dressing room catering presented in an appealing manner. Catering is to be cool and covered, to keep the food fresh and beverages cold. Perishable items are to be kept refrigerated. Other items are to be put out no less than 1 hour before show time. Dressing room catering shall be left out until the band and crew have left the premises.

Stage Items – Required at stage right 90 minutes before show

- a) 10 new/clean hand towels, preferable black or another dark color.
- b) 24 bottles of Spring Water delivered to stage (Fuji preferred, No reverse osmosis, ie. No Dasani).

Dressing Room - Suggested Items

Miscellaneous

- a) 6 clean regular towels (not bar or hand towels).
- b) Plastic drinking cups.
- c) Trident or Extra gum.
- d) 2 bottles of Germ-X Hand Sanitizer (8 Ounce, Clear, unscented).
- e) Wine & beer bottle opener.
- f) Paring Knife for lemons.
- g) Toaster for bread.

Beverages

- h) 6 bottles - Yuengling Traditional Lager, or similar beer, chilled
- i) 6 bottles - Stella Artois Beer, chilled
- j) 6 Porter/ Stout/ Dark local craft beer
- k) 1 bottle -Pinot Noir Wine (red: La Crema or similar)
- l) 2 bottles - Cotes du Rhone (red) chilled
- m) 2 zero-alcohol beer (St Pauli Girl or Becks), chilled
- n) 24 bottles - Spring water (Fuji preferred), 1/2 chilled. 1/2 room temp (No reverse osmosis, ie. No Dasani).
- o) 2 bottles of "Ice" brand Grapefruit or Black Cherry beverage
- p) 3 cans of Red Bull.
- q) 6 bottles of unflavored Perrier or cans of La Croix "Pure" sparkling water.
- r) 6 cans of La Croix or Bubly Pamplemousse sparkling water.
- s) Coffee with real cream & sugar and insulated cups with lids.
- t) Roasted Dandelion Root tea (Traditional Medicine brand), Hot Water, Local Honey, organic Lemons
- u) 6 cans of Pepsi
- v) 6 cans of Coca Cola
- w) 6 Diet Soft Drinks: Diet Pepsi or Diet Coke, Diet 7Up or Diet Ginger Ale.

Food

- a) Organic assorted fresh fruit tray
- b) Organic assorted fresh vegetable tray, fresh with Avocado (if available)
- c) Assorted cheese and cracker tray.
- d) Hummus - non-GMO or canola oil
- e) Raw Almonds
- f) Larabar fruit & nut bars - non-chocolate
- g) European Chocolate Truffles (i.e. Lindt or Ferrero Rocher)
- h) Meat & bread tray (Dave's Bread Preferred) or sandwiches, plus condiments & pickles



6. Ground Transportation

Purchaser shall provide ground transportation for Artist's equipment and personnel, between airport, hotel, and venue, as well as other needs the Artist designates. Vehicles shall be: a) clean; b) in fully operational condition, including heat and air conditioning; c) fully insured; d) operated by licensed, professional drivers with good knowledge of the areas of transport; e) with all safety equipment; and f) with comfortable seating. Beverages in the vehicle, such as ice chilled water, are appreciated.

Transportation generally involves different arrival and departure times for a total of 7-9 people as well as luggage, equipment and merchandise. This cases quantity is variable, depending on if the group is flying with the equipment or if the equipment was shipped separately/directly to venue. The equipment/merch weights 800 lbs and requires an open cargo space of about 8' x 6'. There are many ways to achieve this. Purchaser shall discuss these details with the tour manager well in advance.

See the page that follows for a typical transportation schedule/outline. Purchaser shall discuss the requisite transportation schedule with the tour manager in advance to ensure all aspects are covered.

Note: This is an example, showing just the equipment. The photo does not show the merchandise cases or luggage.





6.1. Typical Transport schedule (Example)

Details will vary, but this is an example of typical transportation schedule requirements.

Arrival Day – Airport pickup – (Qty of People) typically 1 day in advance of show.	Pickup To Destination	Person Airport pickup Time
a) Band/Crew (2) with 6 pieces of luggage, if equipment pre-shipped via FedEx. Otherwise 22 pieces of equipment, some large and heavy.	Airport People & Luggage to Hotel. Equip. to Venue, if possible.	Leonard Shaw Howard Klopak
b) Band (1 person) with luggage.	Airport to Hotel	Will Evankovich
c) Band (1 person) with luggage.	Airport to Hotel	Garry Peterson
d) Band (1) with luggage.	Airport to Hotel	Derek Sharp
e) Band (1) with luggage.	Airport to Hotel	Rudy Sarzo
f) Crew/Tech (?) with luggage.	Airport to Hotel	Crew – Qty/Name to be determined
Show Day – runs to and from Hotel and Venue	Pickup to Destination	Person/ Airport pickup Time
g) Crew (2-4) with equipment – 4 to 15 pieces large and heavy.	Hotel to Venue	Howard Klopak
h) Band (5) to sound check & dinner.	Hotel to Venue	Leonard Shaw
i) Band (4) return to hotel after sound check	Venue to Hotel	Derek Sharp
j) Tour Manager/Crew (1-4) return to hotel after sound check merchandise count-in.	Venue to Hotel	Leonard Shaw
k) Band (4-8) pick up for show & pre-show meet & greet.	Venue to Hotel	Derek Sharp
l) Venue - Band (4) return to hotel after show & post show autographs.	Hotel to Venue	Derek Sharp
m) Venue - Crew & tour manger (3-5) with equipment (12-15 pieces large and heavy) return to hotel. If possible, equip. to stay in vehicle overnight (secure).	Hotel to Venue	Howard Klopak
Departure Day – Hotel pickup	Pickup To Destination	Person Airport pickup Time
n) Band/Crew (4-9 people) with 10-22 pieces of luggage and equipment : some large and heavy.	Hotel To Airport	Leonard Shaw
o) Band (1 person) with luggage.	Hotel To Airport	Will Evankovich
p) Band (1 person) with luggage.	Hotel To Airport	Garry Peterson
q) Band (1) with luggage.	Hotel To Airport	Derek Sharp
r) Band (1) with luggage.	Hotel To Airport	Rudy Sarzo
s) Crew (?) with luggage.	Hotel To Airport	Crew – Qty/Name to be determined



7. Hotel Accommodations – 2 Nights

The Artist requires 1 handicap accessible room with roll-in shower (preferably in suite), 3 suite, and 6 single rooms for 2 nights; which the Purchaser shall provide and pay for in advance. The rooms should be reserved for the day before the Artist's performance and the day of the Artist's performance, with a late check out (1:00 pm) the day after performance. Purchaser is expected to inform Artist's representatives, at least 2 weeks prior, as to the location of this hotel and provide directions if needed.

The Purchaser will ensure the rooms are ready for occupancy by Artist at the time of Artist's arrival at Hotel. Copies of a room list with personnel names and room numbers will be provided to each of the Artist Personnel, at the time the Artist arrives.

7.1. Hotel Requirements

While the need to be economical is respected, the selection of hotel to be provided is of equal importance in order to maintain a minimum standard of living while on the road. Therefore, it is requested that the recognized hotel industry rating be not less than a three and one half star quality, and of higher quality whenever practically possible, with the following amenities:

- In room Internet connections at no-additional-charge.
- Work out facility and pool.
- On premises restaurant and 24 hour room service.
- Elevator access or ground floor rooms.

Any of the following national hotel chain names are preferred, and close proximity to the venue is also of importance:

- Hard Rock Café Hotel
- Courtyard by Marriott
- Double Tree
- Embassy Suites
- Fairfield
- Four Points
- Hampton Inns
- Hilton
- Hilton Garden Inn
- Homewood Suites
- Hyatt
- Marriott
- Ritz-Carlton
- Sheraton
- Westin

Consideration and concern for our comfort is very much appreciated. If there are any questions or concerns relating to the foregoing, the Artist's Tour manager should be contacted.



7.2. Room List

All rooms to be NON-SMOKING

Artist Personnel	Type	Room Number
Garry Peterson	Suite - King Level shower entrance, or wheelchair accessible roll in shower, not a tub.	
Derek Sharp	Suite - King	
Michael Devin	Single - King	
Michael Staertow	Single - King	
Leonard Shaw (Tour Manager/Main Contact)	Single - King	
Howard Klopak (Production Manager)	Single - King	
Brent Moreland (Stage Manager)	Single - King	
Crew/Tech Name TBD	Single - King	
Management	Suite - King	