



OPERATIONS MANUAL

(Dear Jon Agreement)

May 2012

Management: Jon Dunmore
(dba: Dear Jon, Dear Jon Classic Rockclassic Roll
TheDunmore.com)

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These Operating Procedures pertain to any musician in performance rotation in Dear Jon. It is a non-negotiable protocol document (an Agreement), not a contract.

Dear Jon is a band name, and refers to the operating unit (aka band) made up of numerous part-time band members. The Dear Jon band name is owned by Jon Dunmore.

Dear Jon Manager, Dunmore, all refer to Jon Dunmore, who is owner/ senior manager/ lead vocalist/ acoustic guitarist/ keyboardist / musical director/ promotions manager of the operating unit Dear Jon.

Dear Jon Mgmt refers to not only Dunmore but also all other subsidiary managers aiding Dunmore; i.e. the collective group handling Dear Jon Management.

Band Member refers to all musicians in performance rotation in the band Dear Jon, but does NOT refer to Jon Dunmore.

Dear Jon, Dear Jon Classic Rockclassic Roll, TheDunmore.com are all dba's of Jon Dunmore.

Whenever a cross-reference is mentioned (e.g. See Clause **4-f-i**), that Clause is marked exactly in that way, so you can find it easily (e.g. simply search: "4-f-i").

Clause-1...DEFINING "BAND MEMBER" AND "PERFORMANCE ROTATION"

- a) **BAND MEMBER:** All the musicians in the operating unit called Dear Jon (except Jon Dunmore, Manager as well as performer) are referred to as Band Members. There is no core group of Band Members in Dear Jon (as in, those who make up the "real" band, or the "main" band, with the rest being substitutes), as all the Band Members are in "performance rotation"; in effect, *everyone* is a substitute.
 - i. All Band Members with Dear Jon should be aware they are "in rotation" with many other Band Members and therefore may not be doing every single booked gig with Dear Jon. Absolutely no petulance or "crybaby" attitude will be tolerated by Dear Jon Mgmt over this issue.
 - ii. Ultimate hiring, dismissal, confirmation and veto power falls to Dunmore in retaining Band Members for performance rotation in Dear Jon.
 - iii. Ultimate choice of available Band Members for each live gig or hired sundry service (video, roadie, assistant) falls to Dunmore.

- b) **PERFORMANCE ROTATION:** is defined as being on call for availability to perform live gigs with Dear Jon; this position is predicated on a Band Member's substantial knowledge of the Dear Jon repertoire (www.dearjon.us/SONGLIST-BandPage.html) and adherence to the conditions in this document.
 - i. Band Members who wish to withdraw from the Dear Jon performance rotation are welcome to do so at any time, provided they have fulfilled their commitments to Dear Jon at the time of withdrawal, those commitments being (but not limited to):
 - 1. already-booked live gig appearances;
 - 2. any monies owed to Dear Jon Mgmt;
 - 3. any booked studio appearances.
 - ii. Basic material requirements for a Band Member to enter into performance rotation with Dear Jon are:
 - 1. a vehicle, for transport to gigs;
 - 2. requisite musical gear (i.e. if you are a bassist, OWN a bass rig);
 - 3. an e-mail address. Since all collective communication is performed via e-mail by Dear Jon Mgmt to Band Members, any Band Member without access to e-mail cannot effectively, fairly be placed in performance rotation.

Clause-2...DEFINING "BAND LEADER"

- a) BAND LEADER: is the person in charge of making band decisions and ensuring Dear Jon's professionalism, when Dear Jon is performing live. This includes liaison with Client or Venue Manager, and being the Musical Director (MD) (when possible). Assigned Band Leaders are to ensure all Band Members, including themselves:
 - i. act sensibly and play cooperatively at all times (also see Clause 4-f-i for vocalist prerogative on choice of song order);
 - ii. arrive on time to scheduled events;
 - iii. dress accordingly, as outlined by conditions in this document;
 - iv. get on and offstage on schedule as approved by the client;
 - v. refer all ambiguous band inquiries to the Band Leader;
 - vi. do not canvas with the Client for their individual musical projects, in contravention of Clause 4-k;
 - vii. do not engage in inappropriate conduct, which includes getting drunk, getting stoned, arguing with management, participating in or starting fights with patrons, making inappropriate comments onstage through the PA, etc.
- b) Dunmore is the overall Dear Jon Band Leader, and the Band Leader during live performance. When Dunmore is not performing live with a Dear Jon configuration, he will designate a Band Leader based on veteran status (and provided that Band Member wants to uphold Band Leader responsibilities).
- c) Dunmore is overall Dear Jon MD, and MD during live performance. When Dunmore is not performing live with a Dear Jon configuration, he will designate an MD based on veteran status (and provided that Band Member wants to uphold MD responsibilities)..

Clause-3...DEFINING THE DEAR JON MANAGERIAL POSITION

- a) Overall management of Dear Jon is performed by Dunmore. If and when a booking manager, or any other agent, road manager or manager is secured by Dear Jon Mgmt, he/she is answerable to Dunmore on all matters pertaining to Dear Jon. Manager's Duties include (and may be delegated), and are not limited to:
 - b) Coordinating the recording and duplication of promotional CDs;
 - c) creating, updating and duplicating Dear Jon press packages;
 - d) purchase of all materials and accessories necessary to continue ongoing promotion of band Dear Jon, with KITTY money (see Clause 7-a);
 - e) booking gigs for Dear Jon, and all the legwork that requires (contacting bookers, agents, registering online with agencies, etc.);
 - f) promotion of Dear Jon through all media sources possible (phone, letters, e-mails, press packages, internet, print media, etc.);
 - g) liaison with client and/or venue management and staff;
 - h) booking a team of Band Members to perform live at each Dear Jon gig;
 - i) maintaining availability schedules for all Band Members (C:/JonD/ FOREVER UNHOLY PRODS/ BAND-Dear Jon/ MUSO SCHEDULES.xls, C:/JonD/ FOREVER UNHOLY PRODS/ BAND-Dear Jon/ schedules_BAND GUYS.doc);
 - j) maintaining a Client/ gig file (C:/JonD/ FOREVER UNHOLY PRODS/ BAND-Dear Jon/ GigBastards.xls);
 - k) coordinating the replacement of Band Members who cancel their confirmed performance with Dear Jon due to any number of outside factors;
 - l) payment of Band Members;
 - m) maintaining the Dear Jon Band Account and Kitty;

- n) providing the relevant tax documents to Band Members, pertaining to their earnings through Dear Jon, but not being held responsible for each Band Member's individual tax issues outside of the Dear Jon operating unit; [See Clause 5-e: TAX ISSUES]
- o) purchasing or hiring certain articles of Dear Jon band uniforms, such as (but not limited to) Jackets, t-shirts, ties, tuxedos;
- p) photography /videography of the band, and processing of same;
- q) processing advertising materials (photos, print, online);
- r) designing, creating, duplicating of Dear Jon merchandise;
- s) creation, maintenance and promotion of Dear Jon website;
- t) updating Live Gig Calendar/Tour dates (www.dearjon.us/TOUR.html);
- u) decisions on songs for inclusion in SONGLISTS;
- v) creating SONGLISTS;
- w) securing/ dubbing/ burning to CD/ sending links, of songs for Band Members to learn;
 - i. REPLACEMENT MEDIA: It is each Band Members' responsibility to file their song media safely, to be able to review at any time when those respective songs appear in Dear Jon SONGLISTS. If Dunmore has to provide media to any Band Member a second time (i.e. sending out another CD or zip file that he sent out previously, and that was lost), there will be a \$5 charge to that Band Member.
 - ii. The \$5 charge shall apply no matter how many songs are being replaced. That is, even if the Band Member originally had received a CD with six songs on it, but only requires one song sent out again, the \$5 charge will apply. Likewise, if a Band Member originally had a CD with only one song on it, and that song is being re-sent on a CD with six more songs included (for, say, an upcoming gig), there will still only be a \$5 charge. (The charge is not "per song" but for mailing fees and time spent.)
 - iii. The \$5 charge for sending out additional media will be deducted from the Band Member's wages.
- x) maintaining a file of which Band Members have been provided which songs (C:/JonD/ FOREVER UNHOLY PRODS/ BAND-Dear Jon/ Song List-for Members.xls);
- y) "charting" each Dear Jon cover song, to standardize the format for all Band Members (cheat sheets) (www.dearjon.us/SONGLIST-BandPage.html);
- z) booking and coordinating rehearsals for Band Members;
- aa) Musical Director (MD) for Dear Jon, or assigning an MD;
- bb) performing live onstage with Dear Jon as required and when availability permits;
- cc) sending out Gig Riders to Band Members before each scheduled gig. [See Clause 4-aa: GIG RIDERS]

Clause-4... THE BAND MEMBER CODE OF CONDUCT / DUTIES

- a) In order to retain performance rotation in Dear Jon, all Band Members should inherently simply be sensible, honest, solid musicians. No matter how diligent a musician is, though, sometimes etiquette is breached inadvertently and without malice. The following conditions outline exactly what is expected of all Band Members in their dealings with the Dear Jon Mgmt and the Dear Jon operating unit.
- b) SONGLISTS: Learn required songs that are on the SONGLIST for gigs.
 - i. Dear Jon SONGLISTS for each assigned gig can be found online at the TOUR DATES PAGE www.dearjon.us/TOUR.html: each booked gig will show a link to the songlist slated for that gig.
 - ii. The complete Dear Jon repertoire can be found at www.dearjon.us/SONGLIST-BandPage.html

- c) Band Members should ensure they are familiar with all the songs required for any upcoming gig by checking the SONGLIST provided by Dear Jon Mgmt or MD. Songlists may be provided via e-mail or links. Check Songlist at least two weeks prior to gig, so that if there are any inquiries to the MD, or if the Band Member requires material sent to him/her via mp3 or CD, it can be done in good time.
- d) If Dunmore has neglected to provide any Band Member with songs that appear on an upcoming Songlist (via mp3, CD, YouTube links, etc.), the Band Member is welcome to contact Dunmore anytime to request that media, in order to learn songs BEFORE a Dear Jon rehearsal or gig;
 - i. If Dunmore is unable to provide a song to a Band Member before a gig where that particular song is to be performed, the unprovided song will not be performed.
- e) During gigs, wear the performance attire requested by Dunmore, or the Band Leader. [See **Clause-12: STAGE ATTIRE.**]
- f) LIVE ONSTAGE: perform songs with Dear Jon, from the prepared SONGLISTS.
 - i. **[4-f-i] VOCALIST PREROGATIVE:** In many instances, the lead vocalist may need to omit songs or replace songs, as the live situation or his/her voice denotes. Dear Jon is to go with the decision of the lead vocalist (and not the Band Leader) in these cases, as there is no time for argument while onstage in performance mode. If an instrument player is also the lead vocalist of the night, perform songs/ drop songs as requested by him.
- g) Dear Jon should NOT discuss song replacements or omissions while onstage unless the flow of the show is not affected. There are to be no decisions made in discussion amongst the band in the downtime between songs. These become DEAD SPOTS and are called such because they should be punishable by death.
- h) DO NOT – repeat – DO NOT try and work out the riff or format of a song with another Band Member onstage during the set. Work out all those aspects before anyone steps onstage.
- i) During live performance, attempt to keep all songs smoothly segueing into each other, with only minimal breaks to either count-in each song, or introduce it, UNLESS:
 - i. Dunmore gives the band a sign to “hold”, while he speaks to the crowd;
 - ii. a Band Member needs to have a drink or change a string or wipe down, etc., in which case that person would simply say to Dunmore, “talk,” at which point Dunmore will speak arbitrarily to the audience until Dear Jon is ready to proceed with the next planned song.
- j) Unless Dunmore has given the sign to “hold,” all his banter with the audience can be interrupted as soon as Dear Jon is ready to start the next song. Dear Jon needs no permission to musically interrupt Dunmore’s impromptu banter and should not even be listening to the content, but rather focusing on what song is next. COUNT-INS should ideally be done under verbal banter and NOT in the dead spot after talking has stopped.
- k) METAL ENDINGS: Dear Jon should never get carried away with “metal endings” – drawn-out, self-indulgent musical masturbation and white noise - which only alienates dancers. Held endings of songs should not last more than ONE BAR of the song.
- l) SONG TEMPOS / SPEEDS: Dunmore has been diligent in compiling metronome speeds for each song. This is for a practical reason. While no Band Member is expected to intrinsically know the speed of any particular song, Dear Jon songlists are structured so that the songs at the beginning of a set start at a particular slower tempo and as the set progresses, the song tempos gradually pick up speed with many songs in the body of the set sharing the same speed (or minimally diverging down or up). This makes it easier to retain a solid groove over the course of the set, rather than jumping from one speed to a totally different one (which alienates dancers, therefore enjoyment of the band, therefore further hiring and pay).
 - i. All Band Members are allowed to count-in songs, where applicable, though the MD may choose to over-rule certain count-ins if he feels they are incorrectly timed.
 - ii. If a counter has been over-ruled by an MD, all Band Members must accede to the MD's chosen timing – this is not an “ego” issue, but one of expediency and presenting a professional front.
 - iii. There will be many instances where a ballad or a special song request interrupts the flow of the tempos, so the slow-to-fast concept is not gospel, but rather, a workable template.
- m) FALSE STARTS: If a song has been started falsely, or with completely incorrect timing, or players have ruined the intro irrevocably, the Band Leader may choose to STOP the song and start it again. If a stop is called for by the Band Leader, he should only have to call for it ONCE, and all Band Members should stop on the same downbeat, as indicated. *DO NOT try to salvage the situation and continue playing if a Band Leader has called for a stop.*

- n) **FOLLOW CORRECT ARRANGEMENTS:** During live performance, at gigs that have had no prior rehearsal, a musician unfamiliar with a certain song may make an inadvertent musical mistake, not realizing he has done so. If possible, the Band Members performing should *try to make the incorrect musician follow them along the correct path of the song*, rather than, as is customary, trying to accommodate mistakes and ensuring they are smoothed over. **Reason:** all the Band Members in performance rotation have to contend with many lineups that have to perform the song exactly the same. If everyone did a great job of smoothing over a mistake, the incorrect player may never pick up his mistake and will continue to perform the song in that manner with a different lineup the next time. Better to catch the problem at ONE gig, than letting it continue to others.
- i. Note that this practice of “smearing” a mistake (bludgeoning through the song “correctly” rather than allow for one player to smooth over his mistake) is only to be performed at gigs that have had no prior rehearsal, such as pub/toilet gigs. All upscale gigs will have at least one rehearsal date before the gig, so no mistakes of this nature should be encountered.
 - ii. If a mistake of this nature is encountered at an upscale gig, Band Members are to “smear” it with as much professionalism as they possess.
- o) **[4-o] AUDIENCE:** *While onstage*, do not listen to the audience pertaining to song requests, performance time, encores, volume levels, criticism – in fact, do not listen to the audience at all, ever. The band is there to do a job, and paying any attention to audience interruption only interrupts the flow of the set. All of the above aspects should be handled and/or addressed by the Band Leader, and all of those aspects only have bearing on the band when voiced by the Venue Manager or Client.
- i. If a Band Member is unsure of whether the audience member is the Client or Venue Manager, refer the audience member to the Band Leader.
 - ii. No audience members are allowed to carouse, move about, dance (naked or otherwise), lie on, stage dive from, run around, swing across, or in any way intrude upon the stage area that Dear Jon is performing in, due to the many liabilities that they incur by doing so, involving the venue, the client, damages to gear and many other laws which would only become known in a lawsuit AFTER an incident occurs. For this reason, discourage all access to the stage area from patrons.
 - iii. In situations where there is no exclusive raised or cordoned-off stage area, the minimum stage area for Dear Jon shall be estimated as fifteen (15) feet square (225 square feet), physical structure of the venue permitting. This area should be staked out through the cunning placement of musical gear and band personnel (and sometimes, tape lines on the floor), and any patrons who intrude upon this space should be asked to vacate it, diplomatically or otherwise. If patrons refuse to take hints and continue to intrude upon Dear Jon’s stage area, Band Members should be aware that Dear Jon Mgmt is behind them 100% if they need to become rude or physical with uncooperative patrons, and will alert venue security to the patrons’ belligerence.
 - iv. Damage to equipment by audience [See Clause **16-a**: DAMAGE TO EQUIPMENT.]
- p) **[4-p] SIT-INS:** Unless the audience member is a well-trusted and well-known fellow musician, NO ONE from the audience “sits in” to perform with Dear Jon.
- i. All Band Members accede that if they allow a fellow musician to use their instrument (the Band Member’s instrument) during a “sit-in,” Dear Jon Mgmt is not liable for any damages to the instrument that may be sustained during that session.
 - ii. Band Leader has final veto power on whether anyone - trusted musician or otherwise - will sit-in. If the sit-in has the potential to disrupt the flow of the set, it will not happen.
 - iii. Anyone that becomes bothersome requesting to sit-in should be referred to the Band Leader, who will use his discretion in either:
 1. explaining to the requester the liabilities involved in accepting the responsibility of using Band Members’ equipment, OR;
 2. undiplomatically removing the requester.
- q) Never pick up the pay from the Client or the venue management or staff, unless requested by Dunmore.
- r) **[4-r] OTHER BOOKINGS/ PERSONAL PROJECTS:** When appearing with Dear Jon, Band Members are not to canvas for personal musical opportunities (i.e. trying to get a “foot in the door” for other musical projects they may be associated with) with the Client and/or venue staff or management.
- i. This condition (Clause **4-r**) may be superseded at gigs where Band Member merchandise is permissible to be sold (see Clause **15-d-v**).
 - ii. **[4-r-ii]** If Band Member is interested in being hired individually (or with another band he performs with) by the Client/Venue that has hired Dear Jon, or through a booking agency that Dear Jon is affiliated with, consult Dunmore, and a commission plan will be formulated.

- s) OTHER BOOKINGS/ DEAR JON: If, during a Dear Jon performance, anyone approaches a Band Member with the following intent, they are to be referred to Dear Jon Mgmt:
- i. hiring Dear Jon for another event;
 - ii. inquiring on Dear Jon prices and/or availability for another event;
 - iii. interviewing Dear Jon;
 - iv. promoting or endorsing Dear Jon;
 - v. advertising with Dear Jon;
 - vi. purchasing merchandise from TheDunmore.com., which may include Dear Jon products [see also Band Members selling TheDunmore.com merch Clause 15-a: SELLING MERCHANDISE].
- t) **[4-t]** OTHER BOOKINGS/ INDIVIDUAL BAND MEMBERS: If, during a Dear Jon performance, a prospective client approaches a Band Member with intent to hire solely that Band Member for a gig/session, the Band Member must refer the prospective client to Dear Jon Mgmt, who will make arrangements to secure the gig through TheDunmore.com company. All Band Members in performance with Dear Jon are ultimately under the aegis of TheDunmore.com, and it promotes a more professional and unified company when all inquiries go through one source.
- i. Dear Jon Mgmt realizes that most independent gigs secured by Band Members through a live performance with Dear Jon would be of a nature where company professionalism would be lost on the client anyway – but in the event of an upscale job offer, Dear Jon Mgmt and the Band Member benefit in the long run.
- u) PROMOTION OF THEDUNMORE.COM: Dunmore may use Dear Jon live performance situations to promote TheDunmore.com and its products, services and personnel (including Band Members). No Band Member is to make derogatory comment on, make jokes, or in any way disparage these promotional gimmicks publicly, not even as a “harmless, friendly jibe.” It is inappropriate if Dear Jon is to present a unified storefront. It is in the best interests of all Band Members (who are working ultimately under TheDunmore.com) to support any promotional efforts Dunmore makes in promulgating the name and product.
- i. The Band Member should always comport themselves with professionalism when discussing TheDunmore.com and/or providing services as a representative of same.
- v) ORIGINAL MUSIC COPYRIGHTS: Dear Jon Mgmt and TheDunmore.com will not infringe upon the copyrights, publishing rights or creative rights of Band Members outside of the Dear Jon cover band situation. All original material owned by musicians (and copyrighted and/or trademarked by same) who are also Band Members, remains the property of those musicians.
- w) **[4-w]** DRUGS & ALCOHOL: Dunmore leaves it up to each individual to monitor their own level of drinking or drug use. When Dunmore discerns that these aspects are impairing a Band Member's propriety or performance onstage, he will mention it to the Band Member **once**. If Band Member continues to under-perform and Dunmore has to mention the problem a second time, Band Member will be docked for that particular performance. [See Clause 6-n: DOCKING.] After a Band Member is docked for drugs or alcohol, they must adhere strictly to the following conditions:
- i. While in performance with Dear Jon, Band Members are allowed no more than one alcoholic drink per set. No exceptions. If sets run longer than 1 hour, this condition still applies.
 - ii. Any substance or drug which has the potential to impair a Band Member's motor skills, memory retention, or professional demeanor, thereby impairing his performance onstage and/or making him a hiring liability offstage, should not be ingested, smoked, drunk, injected, applied or in any way assimilated by Band Members whilst they are in performance with Dear Jon.
- x) **[4-x]** Band Members are not onstage with Dear Jon to “have fun”. Make no mistake that it is a JOB – any “fun” that accidentally occurs is a by-product of doing the job well.
- y) PHOTOS/ VIDEO: Band Members should be aware that all photos and video of themselves shot by/ produced/ developed by Dear Jon Mgmt are the property of Dear Jo Mgmt, and Dear Jon Mgmt is at liberty to use these reproductions of Band Members to promote the band Dear Jon ONLY.
- i. Dunmore may make Band Members' photos and video available for all Band Members as a courtesy, but they are ultimately the property of Dear Jon Mgmt, which is under no obligation to provide any promotional media to Band Members.
 - ii. In using Band Members' images to promote Dear Jon, Dear Jon Mgmt shall not, in any way, willfully defame or malign any Band Member. Band Members may wish to veto certain pictures, captions or video representations of themselves, and if a reasonable explanation can be provided as to why the media should be vetoed, Dear Jon Mgmt will take the issue into consideration.

- iii. When a Band Member uses photos produced Dear Jon Mgmt as promotional material (on their own websites, as headshots, etc.), use the credit: "Photo: courtesy, TheDunmore.com."
 - iv. When a Band Member uses video produced by TheDunmore.com as promotional material (on websites, to secure gigs, etc.), use the credit (somewhere within the credits of the video): "Additional footage: courtesy, TheDunmore.com."
- z) **SELLING MERCHANDISE:** Band Members are welcome to participate in selling TheDunmore.com merchandise, which includes Dear Jon product. Under certain conditions, Band Members are also welcome to sell their own merchandise at Dear Jon gigs. Refer to full conditions below. [See Clause 15.]
- aa) **[4-aa] GIG RIDERS:** Riders (extra information concerning scheduled gigs, not necessarily on the contract between Dear Jon Mgmt and the Client) for upcoming gigs are sent out to all performing Band Members by Dear Jon Mgmt no later than three days prior to the scheduled performance.
 - i. If Band Members do not receive a detailed gig rider prior to three days before a scheduled performance, they are welcome to contact Dunmore to request one.
 - ii. If there are any aspects of a scheduled gig that the Band Member cannot find answered on a gig rider, they are welcome to contact Dunmore for queries.
 - iii. Band Members are to read each rider carefully BEFORE contacting Dunmore for any further inquiries, to avoid asking questions which may be answered clearly on the gig rider.
- bb) **[4-bb] ARRIVAL TIME TO GIGS:** Arrival promptness is imperative when performing with Dear Jon, due to Dear Jon's relaxed Rehearsal Policy (i.e. rare full band rehearsals [Clause 9, REHEARSAL POLICY]), which means each lineup has to perform a quick review of formats before going onstage (*whether all Band Members on that gig need the review or not*), and also so that Dear Jon may convene away from the audience area to don their stage attire. In order for all Band Members to have enough time to compose themselves after a gear set-up, format review and to allow enough time to exit the venue and enter again with stage attire, the following arrival times should be adhered to:
 - i. Drummers should arrive at live gigs no later than one (1) hour prior to scheduled downbeat.
 - ii. Keyboardists should arrive at live gigs no later than one (1) hour prior to scheduled downbeat.
 - iii. Guitarists should arrive at live gigs no later than thirty (30) minutes prior to scheduled downbeat.
 - iv. Bassists should arrive at live gigs no later than thirty (30) minutes prior to scheduled downbeat.
 - v. Vocalists (if setting up Dear Jon PA) should arrive at live gigs no later than one (1) hour prior to scheduled downbeat.
 - vi. Vocalists (if using venue's house PA, or if the PA is set up by others) should arrive at live gigs no later than thirty (30) minutes prior to scheduled downbeat.
 - vii. Horn Players should arrive at live gigs no later than thirty (30) minutes prior to scheduled downbeat.
 - viii. String Players should arrive at live gigs no later than thirty (30) minutes prior to scheduled downbeat.
 - ix. Certain special events may entail other arrival times prior to downbeat, for which Band Members will be duly notified in gig riders.
- cc) **ADVERTISING/ PROMOTION:** Band Members are under no obligation to advertise or promote Dear Jon in any way, whether they are performing in a lineup or not. Conversely, Dunmore does not stultify any Band Member who *wishes* to advertise Dear Jon in any manner of media – whether by links to the Dear Jon website, announcements on social media pages, etc. - any publicity ultimately benefits all the Dear Jon players in performance rotation.
- dd) **[4-dd] DOUBLE-KICK:** No.
- ee) **[4-ee] SONG REQUESTS (from audience):** There are two general levels of gigs that Dear Jon performs: upscale and downscale (aka toilet pubs). Therefore, there are only two ways to react to audience members requesting impromptu songs - and it is surprisingly counter-intuitive:
 - i. **UPSCALE: NO SONG REQUESTS** while band is onstage. At upscale gigs (weddings, corporate events, etc.) any special song requests have already been discussed between Dear Jon Mgmt and the Client, and that song request has been incorporated into the gig songlist. The Client has been informed that at the gig itself, **NO IMPROMPTU SONG REQUESTS** will be taken by the band.
 - ii. **DOWNSCALE: SOME SONG REQUESTS** - only if Dear Jon receives a tip from the requestor, and only at the Band Leader's discretion.

- iii. All Song Requests should go through the Band Leader, not through arbitrary Band Members. As Band Members well know, requestors tend to speak into the ear of the closest musician at hand when requesting songs -- all requests of this nature must be channeled through the Band Leader onstage. In other words, all Band Members should always refer audience members to Band Leader - especially do not entertain dialogue with the requestor during a song.

Clause-5... DEFINING "PAY GUARANTEE"

- a) Before each gig, all Band Members will be told the exact amount of pay they will receive for that gig. This is the "pay guarantee".
- b) Band Members are paid through Dear Jon Mgmt (checks from Dear Jon Classic Rockclassic Roll).
- c) MINIMUM GUARANTEE: Band Member pay for a live performance will never be lower than US\$50.00 for a potential maximum of 4 hours onstage time (including rest breaks).
- d) **[5-d] MAXIMUM GUARANTEE:** The potential ceiling guarantee for Band Members is US\$400 per night (i.e. within one 24-hour period, not per performance, if there is more than one performance per 24-hour period). This does not include per diem monies, travel expenses, perquisites (tips), meal expenses, accommodation, bonus wages for fulfilling duties as instrumentalist/vocalist and/or commissions that may be issued to Band Members by Dear Jon Mgmt. US\$400 per night or US\$2,800 per week (if performing for seven days) is the maximum amount that any Band Member can make in Dear Jon, anywhere in the world.
 - i. If apportioning of the net amount of one gig (as per the procedures outlined in Clause **6-d**) exceeds US\$400 per Band Member, the Band Member is only entitled to US\$400, with the extra net profits allocated to Dunmore.
- e) **[5-e] TAX ISSUES:** It is up to each Band Member to deal with their personal tax issues. If Band Member *earnings through TheDunmore.com* (i.e. all earnings through TheDunmore.com, not just earnings in the Dear Jon band) total above \$600 within one year (calculated from January 1st to December 31st of the same year), TheDunmore.com will provide the relevant tax forms to the Band Members in question. The pay amounts quoted above (in Clauses **5-c** and **5-d**) do not take into account any taxes imposed by the IRS.
 - i. Note that all earnings through TheDunmore.com (including any other sessions besides Dear Jon gigs, and any merchandise sold, as per Clauses **15-a.ii** and **15-b.ii.1**) is taken into account when calculating total earnings of Band Members.
- f) As its name implies, the guaranteed pay that the Band Member receives will not be less than the amount quoted, provided:
 - i. they turned up for the gig on time and put in a well-rehearsed performance;
 - ii. they are not second-time (or more) offenders as regards Drugs or Alcohol abuse [see Clause **4-w: DRUGS & ALCOHOL**];
 - iii. that the gig was not cancelled, in which case various other conditions may apply. [See Clause **11: GIG CANCELLATIONS**.]
- g) **[5-g]** All Band Members accept that the pay guarantee provided by Dunmore for each gig is non-negotiable. Dunmore apprises each Band Member of each gig's pay guarantee in advance of each gig, so each Band Member is fully aware of their payment terms **before** they accept any work.
 - i. In cases where pay negotiations are in progress with prospective clients, Dunmore will apprise Band Members of guarantees with the wording, "PAY: no less than \$___". This means that the pay guarantee will be *no less than* the amount stated, but may very well be higher ultimately.

Clause-6... PAYMENT SCHEDULE/ PAYMENT METHODS

- a) All income/ wages/ pay mentioned in this document pertaining to Dear Jon Band Members is referring to income generated ONLY from Dear Jon and TheDunmore.com companies. All other income of Band Members, outside of their dealings with Dear Jon and TheDunmore.com is no concern of, nor is it infringed upon by, Dear Jon Mgmt or TheDunmore.com.
- b) Dunmore is the only person authorized to personally pick up payments to Dear Jon, from venues, clients, bookers, etc, in the form of cash, checks, or credit cards.
 - i. When Dunmore is not present to personally pick up payments, he arranges that payment be mailed to Dear Jon Mgmt.

- ii. In cases where payment needs to be picked up personally and Dunmore is unable to perform this task, a Band Member will be delegated to pick up the payment. There will be written confirmation to confirm this delegation. Unless a Band Member has written confirmation to pick up Dear Jon payment (complete with details on location of pickup, contact person, etc.), Band Member must never personally pickup payments to Dear Jon.
 - iii. In the event that a pub owner or client decides to simply hand a payment (check, cash, tips, etc.) to a Band Member (when Dunmore is present and available to pickup the payment, but was momentarily not in the vicinity), Band Member must immediately seek out Dunmore and hand him the payment.
- c) Dear Jon Manager (Dunmore) receives a commission of 10% from the gross pay from each Dear Jon gig, *whether he is performing at the gig or not*. The remaining 90% is then apportioned according to the conditions outlined in Clause **6-d** (see also Clause **5-d**).
- d) **[6-d]** BAND MEMBER PAY: HOW IT IS CALCULATED. Dear Jon Mgmt uses three methods of calculating payment for Band Members. Depending on the circumstances and pay of each gig, Dear Jon Mgmt decides which Method to use. The most common Method is #1.
- i. **[6-d-i] METHOD 1:** 10% of Gross Pay is paid in commission to Dear Jon Mgmt (Dunmore); the remaining 90% is divided by "[the number of Band Members performing, including Dunmore if applicable] +1," with the "+1" paid toward the Dear Jon Kitty, to recoup expenses (see Clause **7-b**).
 - ii. **METHOD 2:** (This Method *may* be used when there are substantial expenses surrounding a gig - rehearsals, photographer, travel, etc. - OR when there are Band Members added who only do a small amount of work, e.g. female vocals for a few songs.) 10% of Gross Pay is first paid in commission to Dear Jon Mgmt, then Dear Jon Mgmt *may* recoup substantial immediate expenses for that particular gig from the remaining 90%, and THEN apportion the remaining amount by dividing by "[the number of Band Members performing, including Dunmore if applicable] +1," with the "+1" paid toward the Dear Jon Kitty.
 - iii. **METHOD 3:** (This method is used when other management sources affiliate with Dunmore to secure gigs, and only pertain to those particular gigs.) Dear Jon Mgmt will make an agreement with outside management source as to what they require from the Gross Pay (percentage or flat fee) and this amount is taken out first and paid to the outside management source; then *100% of the remaining net* is apportioned as per Method 1 (10% to Dunmore as Manager, 90% divided as per Band Members and Kitty).
- e) Whatever Payment Method Dear Jon Mgmt uses, Band Members will know in advance of every gig, exactly how much they are being paid for that gig.
- f) In cases where the apportioning of the remaining 90% will place the Band Member's pay at under the Minimum Guarantee of \$50.00, the Band Member is paid \$50.00 and the remainder (if any) is recouped towards expenses. Band Member pay is priority; thus, it should be noted that many lower-scale gig payments may not include the "+1" portion that recoups the Kitty.
- g) If any commissions or expenses are owed to any Band Member (for gig referrals, sundry duties, etc), the default practice of Dear Jon Mgmt is to keep it confidential from other Band Members (including not publicizing the extra duties or pay on Gig Riders). Commission will be itemized and included in the Band Member's check. (That is, when a Band Member sees equal pay listed on a gig rider for which he knows he is owed something extra, Dear Jon Mgmt has not forgotten about the extra payment - it is just being kept confidential.) Keeping it confidential is referred to as "default practice" because that is *usually* the practice, but in some cases, the Band Member's contribution to Dear Jon may be so overt (e.g. providing his cousin's van for a tour) that it will be noted in the Gig Rider, with accompanying commission itemization.
- h) **[6-h]** TIPS: Tips from audience members/clients to Dear Jon are not for inclusion in Band Member pay, but are credited directly to the Dear Jon Kitty.
- i. When the Dear Jon Kitty is \$500.00 (or over) in the black, all tips from audience members and/or venue/clients shall be shared amongst Band Members on the night of their income. (This clause is in compliance with Clause **5-d**: MAXIMUM GUARANTEE, which allows for tips to be paid to Band Members even if their Maximum Guarantee wage has been attained.)
 - ii. No Band Members are to accept tips on Dear Jon's behalf from Clients personally. If a Client wishes to tip Dear Jon on an informal basis and approaches a Band Member, the Client is to be referred to Dear Jon Mgmt.
 - iii. When Dunmore is not performing with Dear Jon, up to \$100 in tips may be shared by the Band Members onstage that night, overseen by the designated Band Leader. Any tip money over \$100 is to be sent to Dear Jon Mgmt by the Band Leader, to pay towards Dear Jon Kitty.

- i) **BAND MEMBER PAYMENT:** Band Members are paid by check on the night of the gig. Checks are made out to Band Members in their name, unless otherwise instructed. Band Members are welcome to have their Dear Jon paychecks made out to a company name, institution, or person of their choosing, other than themselves.

[As at May 2012, with Dear Jon back on the road after a few years' hiatus, these payment procedures in Clause 6-j and 6-k are null. If the pace of gigs increases substantially, they will be reinstated.]

- j) **[6-j] PAYMENT SCHEDULE:** If there are 12 checks or less that Dear Jon Mgmt has to make out to Band Members during the course of a Dear Jon gigging month (from the 1st to the last date of that month), Band Members are paid on the gig night with a check.
 - i. If there are more than 12 checks that Dear Jon Mgmt must make out to Band Members during the course of a Dear Jon gigging month (from the 1st to the last date of that month), Band Members will be paid after the last day of that month (checks posted no more than three working days after the last day of that month).
 - ii. Monthly wages for Band Members are calculated on all their gigs with Dear Jon (and any other outside session work for TheDunmore.com) from the first day of a month, to the last day of the same month, inclusive.
 - iii. To ensure Band Members that their gig dates will not get lost, cross-referencing for gig dates include the online Dear Jon Calendar, Dunmore's Muso Schedule file, e-mail confirmations to every Band Members regarding their inclusion on gigs, other Band Members who performed at those gigs.
 - iv. If mailed, wages for Band Members are mailed via regular United States Postal Service no more than three working days after the last day of each month. Band Members should expect their monthly Dear Jon wages to reach them no less than five working days after the last day of each month.
- k) **[6-k]** In the case of Dunmore's death or incapacitation, which would make it impossible for him to pay out Band Member's wages after the end-of-month period has expired, Band Members are to contact Jim Davis [details provided below] to finalize any outstanding wages owed to them for the previous month.
 - i. **[May-2012: outdated contact] Jim Davis** Contact Details: Cell number: 818-585-3640; home phone: 818-880-8403; day phone: 818-223-2234. Work Address: SunGard Trading Systems, 23975 Park Sorrento, 4th Floor, Calabasas CA 91302. Arrangements have been made and Agreements signed between Jim Davis and F.U.P., so that he is fully aware of this eventuality.
 - ii. If approaching Jim Davis for outstanding wages (in the case of Dunmore death), Band Members must provide proof of their identities (such as Driver's License, etc.) and as much proof as can be provided as regards their performance dates and guaranteed wages over the previous month.
 - iii. Player identification and verification of wages are two valid reasons why Band Members should NEVER delete their CONFIRMATION E-MAILS from Dunmore, or their online riders from F.U.P., before receiving payment for those confirmed gigs, as these documents provide written proof of wage guarantees and appearance schedules.
 - iv. Jim Davis will pay each Band Member the wages owed him for any gigs performed with Dear Jon that Dunmore has not already paid wages out for.
 - 1. Jim Davis has been instructed to hold off payment to Band Members for ONE MONTH after their request, in order to receive all incoming wage requests from all Band Members who are owed wages. This will enable him to make one large withdrawal from the Dear Jon Band Account, which he will pay out accordingly, as opposed to many smaller, time-wasting transactions.
 - v. In the case of Dunmore death, GIG CANCELLATIONS conditions [Clause 11] are to no longer apply to Band Members. Therefore, any booked gigs that would be cancelled within a two-week period or two-day period before their scheduled performance, due to Dunmore being dead and unable to perform them with Dear Jon, are to be considered lost wages to the Band Member. Band Members are not to entreat Jim Davis for unpaid wages for gigs not performed or cancelled due to Dunmore death.
- l) **REHEARSALS** are unpaid to Band Members. [See also, Clause 9-c: REHEARSAL POLICY]
- m) **RECORDINGS /DEMO TAPES/ STUDIO TIME:** are paid sessions to Band Members. Payment is offered (by Dear Jon Mgmt) as a flat rate for a certain amount of work slated for completion. It is not an hourly wage.
- n) **[6-n] DOCKING:** If a Band Member's pay is docked, the "docking" shall take the form of a 10% cut in their pay for one gig, the most immediate one. [Reasons for docking are outlined in Clauses 4-w, 8-g.]

- i. **[6-n-i]** All docked monies go towards the Dear Jon Kitty.
- o) INSTRUMENTALIST/ VOCALISTS: In cases where a Band Member who is chiefly an instrumentalist also supplies a P.A. system and performs instrumental and lead vocal duties at Dear Jon gigs (that Dunmore is not performing at), his payment shall be determined as one-and-a-half times that of the other Band Members' guarantees for that performance.
 - i. Payment METHOD 1 (see Clause **6-d-i**) with the "+1" portion being divided in half, with half going to the instrumentalist/vocalist (in addition to his guarantee) and the other half going towards the Dear Jon Kitty.
 - ii. In this case, it is permissible if apportioning the extra pay to this Band Member raises him over the Maximum Guarantee.

Clause-7... DEAR JON KITTY (DEAR JON BAND ACCOUNT)

- a) **[7-a]** The Dear Jon Kitty is the Band Expenses account; the collective money that is used for band-related business, covering rehearsals, postage, advertising (hardcopy, online, etc.), promotional material (including videos, audio recordings, duplication of presskits, etc.) travel, food (for band at certain gigs), etc. The Kitty should be viewed like any "band account" - that is, any expenses that any band would share is exactly the purpose of the Dear Jon Kitty.
 - i. The Kitty is NOT used for ownership costs, such as copyrighting or trademarking the Dear Jon band name or logo, buying the Dear Jon domain name or paying for web server (i.e. website monthly cost), buying dba's (Dear Jon, Dear Jon Classic Rockclassic Roll, etc.). All these ownership costs (and others not mentioned here) are exclusively borne by Dunmore, who owns the Dear Jon project.
- b) **[7-b]** Dunmore maintains the Dear Jon Kitty, personally incurring all expenses up front, which are recouped from Dear Jon income. (See **Clause 6-d.**) This negates the delays and unreliability of Band Members contributing "equal shares" into a Band Account. The Band Members end up contributing from the Gross Pay of gig income.
- c) **[7-c]** There IS an actual physical Dear Jon Band Account, maintained by Dunmore, but that is NOT the "Kitty" (even though it can be used to pay for Kitty expenses). The bank account is used for depositing client income and paying Band Members. This physical account must obviously always have a positive balance, so the Kitty is a separate entity (a "virtual" account), which may be "in the red" through Dunmore's personal cash and credit cards. When and if Band Members audit the Kitty, they must take these aspects into account.
- d) **[7-d]** The Kitty will continue to be recouped from gig monies until it reaches a credit of \$500.00, after which, the "+1" portion that is usually paid towards the Kitty will not be applied, and gig monies will be shared only amongst the Band Members performing (after commissions and applicable expenses, if any).
 - i. **[7-d-i]** To reiterate: when Kitty is \$500.00 in the black (i.e. in Credit), earnings for Band Members will be calculated by dividing the 90% after Manager commission by the number of Band Members performing. (See Clause **7-d-ii** for exception.)
 - ii. **[7-d-ii]** At the time of this Operations Manual amendment (May 2012), the Dear Jon Kitty utilized between 1998 and 2007 (when Dear Jon went off the road) was left at \$705.13 in the red. That total shall be disregarded for the sake of getting Dear Jon back on the road in 2012 - UNTIL the 2012-onwards Dear Jon Kitty attains \$500.00 in the black, at which point, any monies over \$500.00 in the black *will first go towards paying off the 2007 Kitty debit*, BEFORE being apportioned to Band Members.
 - iii. Note that the *bank account* (Clause **7-c**) may be over \$500.00 in the black, but that does not necessarily mean the Kitty is. (Example: The total in the Bank Account may be \$3000 in deposits from Clients for three separate gigs, which means that most of that money is slated for payment to Band Members.
- e) The Dear Jon Kitty is filed: C:/ JonD/ FOREVER UNHOLY PRODS/ BAND-Dear Jon/ KITTY_Dear Jon.xls.
- f) Dunmore makes all decisions regarding expenses associated with Dear Jon. He will take suggestions regarding advertising forums or rehearsal spaces, etc. but ultimate spending decisions fall to his discretion.
- g) Dear Jon Bank Account and Kitty "accounting books" (computer files, statements, etc.) are open to inspection to any Band Member at any time.
- h) Band Members **are** welcome to:

- i. review the accounting books;
 - ii. ask questions to enable them to understand the columns and rows and expenses listed;
 - iii. ask about the apportioning of pay;
 - iv. remind Dear Jon Mgmt of any commissions that are due them, in regards to referrals for gigs, or other band business.
- i) Band Members are **not** entitled to:
 - i. question any expense decisions;
 - ii. complain about expense decisions;
 - iii. complain about their individual earnings;
 - iv. ask for raises in pay over any other Band Members;
 - v. suggest any alternate methods of dividing monies between Dear Jon Mgmt and Band Members;
 - vi. complain, or snidely infer, that the pay amount they are receiving is not adequate AFTER accepting and performing a gig with the full prior knowledge of their respective pay guarantees. [See Clause 5-g.]
 - vii. complain about the "tipping" situation not trickling down to them. [See Clause 6-h TIPS]
- j) KITTY SHARED WHEN DEAR JON GO OFF THE ROAD: Should Dear Jon be off the road for six months or more (i.e. at the end of six months of no gigs, there are still no gigs booked), then the Kitty shall be shared between all the Dear Jon Band Members in rotation, including Dunmore, *provided the Kitty balance is in the black*. (More or less than \$500.00 is irrelevant at that point.)
 - i. If the Kitty balance is in the red when Dear Jon is technically off the road, no one is entitled to any shares.

Clause-8... SONG-LEARNING POLICY

- a) Band Members are under no obligation to learn the full Dear Jon repertoire of cover songs, but ARE obliged to be Fully Prepared with songs chosen for gig SONGLISTS; Fully Prepared *with or without* a full band rehearsal prior to the gig.
- b) SONGLISTS for each gig can be found online at the Dear Jon Tour Dates page: www.dearjon.us/TOUR.html. Each upcoming gig has a SONGLIST link associated with it. At least two weeks before a gig, Band Member should review the SONGLIST for that gig, to ensure they are Fully Prepared with all the songs chosen for that gig, or to request further information from Dunmore (Musical Director) about any of the songs.
- c) **[8-c]** FULLY PREPARED is defined as being familiar with each song's FORMAT (all the musical progressions, bridges, beginnings and endings, modulations, chord structures and riffs). [See also clause 9-f.]
- d) LEARNING MATERIALS: All songs in the Dear Jon repertoire can be found at the Dear Jon Tech Specs page (Band Page): www.dearjon.us/SONGLIST-BandPage.html. At this page, each song title has these elements to aid in learning it:
 - i. A YouTube link to the recorded version that Dear Jon is doing;
 - ii. A YouTube link to a live version of that same song;
 - iii. A link to a chord chart compiled by Dunmore. (If any chord charts are incorrect or can be added to in any way that would aid understanding of the song, let Dunmore know.)
- e) **[8-e]** "With or without a full band rehearsal": Some basic Dear Jon gigs are performed without a prior full band rehearsal, using songs that are easily formatted and performed as a unit, like blues songs. Yet some aspects of unrehearsed songs cannot be foreseen (those aspects mentioned in Clause 9-f), so Dunmore accounts for this by going through the format of those particular songs prior to their performance on the gig night. No one is held accountable for not remembering formats exactly on gig night when this method is used, but Dunmore expects the Band Member to make some kind of notation for themselves regarding the discussed formatting, and it is expected to be KNOWN the next time that the Band Member performs those songs with Dear Jon.
- f) All Band Members are welcome to contact Dunmore at any time, requesting more information regarding songs, as long as the inquiry is not clearly outlined in any of the media already provided by Dunmore.
- g) **[8-g]** For all the assistance Dunmore provides in learning and formatting songs, and providing Songlists, etc., Band Members should NEVER:
 - i. turn up at a gig and state that they do not have access to a certain song;
 - ii. look at a songlist on gig night, and say that they do not know a certain song;

- iii. be so unrehearsed or unpracticed or out-of-shape musically that they cannot wield their instrument with any conviction;
 - iv. **[8-g-iv]** give a "Blank Look" to Dunmore or other Band Members [Blank Look defined: that look on a Band Member's face when they have obviously not put enough learning time into a song, and are completely in the dark as to what comes next.]
 - v. If any of the above misdemeanors continually occur with any Band Member after Dunmore has alerted them to these deficits, Dunmore will "dock" the offending Band Members, and/or pull them out of the Dear Jon rotation schedule. [See Clause **6-n**: DOCKING.]
 - vi. To reiterate for clarity: Dunmore does not ever dock any Band Member arbitrarily. This extreme measure will only be taken after Dunmore has:
 - 1. provided songlists;
 - 2. provided recordings, either on CD or via links;
 - 3. provided verbal outline of song formats;
 - 4. provided charts of song formats;
 - 5. made mention (more than once) to the Band Member concerned that certain aspects of their performance need improving.
- h) **[8-h]** "Airheading" is defined by Dunmore as 'those small mistakes made intermittently, due to losing total concentration, or simply "blanking" in a certain spot'. Airheading is experienced by everyone, from international stages down to toilet venues. Unless airheading becomes a constant problem with any one Band Member, Dunmore will not mention it or penalize any Band Member for it. Shit happens.

Clause-9... REHEARSAL POLICY

- a) Dunmore coordinates rehearsal times for Dear Jon.
- b) Rehearsal time is financed by Dear Jon Mgmt from the Dear Jon Kitty. Band Members never pay for Rehearsal time.
- c) **[9-c]** Rehearsals are unpaid to Band Members. Dear Jon Management does not pay Band Members for rehearsals. These are the only unpaid sessions that Band Members are asked to perform.
- d) **[9-d]** Band Members are to arrive at rehearsal at least fifteen minutes prior to their booked rehearsal start-time, whether or not backlines and/or drumkits are provided at the rehearsal space.
 - i. Each Band Member is *usually* booked for no more than 1.5 hours rehearsal time, so they should be extremely prompt with arrival times and ready to play almost non-stop for their allotted time, to glean the full benefit of the short rehearsal time.
 - ii. For upscale gigs, Band Members may be booked for a rehearsal period longer than 1.5 hours.
- e) If drumkit is not supplied at rehearsal space, drummers are to arrive at least half-an-hour prior to their booked rehearsal start-time.
- f) **[9-f]** By rehearsal date, the only unfamiliarity with any of the slated songs should be: **key changes from the original recordings** (if any), **fade-out endings**, **chopped-off parts of songs on recordings**, and **any formatting** that Dunmore, as Musical Director, inserts to simplify a song from its recorded version. Otherwise, the songs should be FULLY PREPARED at Dear Jon rehearsals, and rehearsal is used to iron out the above details ONLY.
- g) Dunmore will spend only as much time as is necessary on each song to clarify aspects mentioned in Clause **9-f**. Band Members should not expect Dunmore to "baby" them through any rehearsal time, and no time will be wasted on basic segments of songs that are easily discernible on the recordings.
- h) REHEARSAL PROCEDURE: One large block of time is booked at a rehearsal studio. Band Members are booked in small time periods with a team of other Band Members (for example, a drummer, bassist and guitarist are booked for the first hour), after which they exit and make way for another team (of drummer, bassist and guitarist) to come in and rehearse, for the next hour. Then a third team may come in for the next hour, and so on.
 - i. Usually the situation is not as clearly defined as described above, and there are overlaps in certain players, one bassist staying for the period of two drummers, for instance. All these time slots are coordinated by Dunmore.
 - ii. Prior to an upscale gig, one Dear Jon lineup may be booked to rehearse for one whole rehearsal block or more.

Clause-10... PROCEDURES FOR ACCEPTING GIGS

- a) Whenever a gig becomes prospective/available for Dear Jon, a collective e-mail is sent out by Dunmore, to all Band Members, inquiring on their availability for that gig.
- b) **[10-b]** To maximize their prospects of working on the Dear Jon gig, Band Members should phone and e-mail Dunmore as soon as possible, advising of their availability (preferably within 12 hours of the e-mail inquiry). NOTE: Even if Band Members phone and speak with Dunmore personally, they should ALSO E-MAIL so that a written reply is logged, just in case Dunmore does not get the chance to physically mark their availability on the Band Schedule file at the time of the phone call.
- c) **[10-c]** Even if Band Members are NOT available for prospective gig dates, or wish to decline gig offers (for whatever reason), they should reply to Dunmore in some manner with that information.
 - i. Even when a Band Member is known to be UNAVAILABLE by Dear Jon Mgmt - and has provided their Unavailable Dates to Dunmore - being on the Band Member mailing list, they will still receive all prospective gig offers via e-mail anyway. In this circumstance, it is the Band Member's best strategy to answer the e-mail in the negative, just to be on the safe side, but there is no pressure to reply to these e-mails if the Band Member has already been diligent in providing Unavailable Dates.
- d) In some cases, in addition to sending out the collective e-mail, Dunmore may also phone Band Members for their availability for certain prospective dates, depending upon urgency of securing the gig and other factors relating to individual Band Member's frequency of work with Dear Jon.
- e) **[10-e]** After a gig is secured for Dear Jon, and after the Songlist is determined and after the Dear Jon online calendar is updated, Dunmore will send out a CONFIRMATION e-mail to all Band Members, informing them of which players are confirmed for the gig(s). This serves the dual purpose of confirming selected Band Members for the gig, and informing those Band Members who are NOT selected to keep the dates open to accept work from other sources.
- f) ALL Band Members in rotation ALWAYS receive Notice Of Outcome of all prospective gig dates. If Band Member has not received either a *confirmation* or a *cancellation* of a prospective Dear Jon gig date, it means that Dunmore has not yet heard back from the Client regarding confirmation or cancellation.
- g) If there has been no communication from Dunmore to Band Members regarding the outcome of a certain prospective gig date, Band Members should hold all inquiries to Dunmore regarding that date until:
 - i. a month after the Availability inquiry, OR
 - ii. three weeks prior to the prospective gig date, whichever comes first.
- h) If there has been no confirmation forthcoming from a Client two weeks prior to a gig date, Dunmore will cancel the availability of Dear Jon for that date with that Client, and subsequently send out a CANCELLATION e-mail to all Band Members informing them of this outcome.
- i) Band Members being chosen for Dear Jon gigs is not based solely on "first-reply" basis, but rather on a combination of first-reply, availability, frequency of gigs with Dear Jon, suitability to gig, urgency of callback to Client, etc. That being said, Band Members who ARE first to reply have the luxury of being the first to be weighed against all these factors, and – all things being equal – are more often the players chosen for gigs.
- j) **[10-j]** THE TWO-WEEK WINDOW: If a gig becomes prospective and/or confirmed within a two-week period before its scheduled performance date, it should be understood that should a cancellation occur (from whatever source, be it Dear Jon Mgmt, the Client, or Band Members), Dear Jon Mgmt will NOT be liable for any wages to Band Members, as this short period was originally an unbooked period for the Band Member anyway and a confirmation and cancellation within this period will affect prospects of securing another gig only minimally.

Clause-11... GIG CANCELLATIONS

- a) **[11-a]** CLIENT CANCELING GIGS:
 - i. If a Client cancels a CONFIRMED Dear Jon gig **PRIOR TO TWO WEEKS** before the scheduled performance (and provided that Dunmore disseminates that information to the

respective scheduled Band Members prior to two weeks before the scheduled performance) no one is liable for any monies owed to either Dear Jon or Band Members. If a deposit has been paid to Dear Jon, it will be refunded.

- ii. **[11-a-ii]** If a Client cancels a CONFIRMED Dear Jon gig **WITHIN TWO WEEKS, but more than 24 hours**, before the scheduled performance, Dunmore will pay the Band Members scheduled for that canceled performance 50% of their guaranteed fee, unless an alternate Dear Jon gig is secured for that date. In this case, the following conditions will apply when calculating Band Member wages:
 - 1. If the alternate gig wages pay the **SAME** amount as the cancelled gig, the Band Member will receive the same amount;
 - 2. If the alternate gig wages pay **MORE** than the cancelled gig, the Band Member will receive the alternate gig's wages only;
 - 3. If the alternate gig wages pay **LESS** than the cancelled gig, the Band Member shall receive the alternate gig's wages plus HALF the difference between the cancelled gig's wages and the alternate gig's wages. [Example: Cancelled gig paid \$200, alternate gig pays \$100. Band Member will receive alternate gig's wages (\$100) plus HALF the difference between the two gigs (1/2 x \$200 - \$100 = \$50) - Total: \$150.]
- iii. **[11-a-iii]** If a Client cancels a CONFIRMED Dear Jon gig WITHIN 24 HOURS of the scheduled performance, Dear Jon Mgmt will pay the Band Members scheduled for that performance 100% of their pay guarantee.
- iv. If a Client cancels a Dear Jon gig which had only become a prospect **WITHIN A TWO WEEK PERIOD** of the performance date and was subsequently confirmed [See Clause 10-j], Dear Jon Mgmt will NOT be liable for any monies owed to Band Members.

b) **[11-b]** BAND MEMBERS CANCELING GIGS:

- i. All Band Members may cancel scheduled performances with Dear Jon in the event that they secure better-paid gigs, or other responsibilities arise. When this situation arises, these conditions will apply (except in the case of Injury, Loss or Theft, in which case Clauses 16-c, 16-d and 16-e shall supersede these conditions below):
 - 1. If a Band Member cancels their scheduled performance with Dear Jon **PRIOR TO FIFTEEN DAYS** (two weeks and one day) before the onstage downbeat of their scheduled performance, they shall not be liable for any monies to Dear Jon management. ['Fifteen days', so that Dunmore may not be liable for any monies to Band Members if a replacement cannot be recruited from the Dear Jon rotation of musicians within a day, allowing time for notice to be sent out to other Band Members outside the two-week limit.]
 - 2. If the Band Member cancels their scheduled performance with Dear Jon **WITHIN TWO WEEKS, but prior to two days** (48 hours) before the onstage downbeat of their scheduled performance, they shall not be liable for any monies to Dear Jon management, provided that another player can be recruited as a replacement from the Dear Jon rotation of Band Members. If another Band Member cannot be recruited due to unavailability, the canceling Band Member has these options:
 - A. perform the Dear Jon gig;
 - B. not perform the Dear Jon gig and be liable for HALF the guarantee to all other Band Members scheduled for the cancelled Dear Jon gig (including Dunmore, if he is so scheduled); this guarantee does NOT require any commissions be paid to Dear Jon Mgmt, nor does it include any further monies for recouping of Dear Jon expenses, which would have been included in the Gross Pay from the Client;
 - C. **[11-b-i-2-C]** not perform the Dear Jon gig and provide a replacement musician from outside the Dear Jon rotation of musicians as a substitute, undertaking full training of this sub, in order for the sub to walk onstage and perform as a FULLY-FUNCTIONING SUBSIDIARY MEMBER of Dear Jon (see clause 13-d). No Dear Jon band rehearsals will be supplied for this substitute musician prior to their first gig as a substitute. If this substitute wishes to become a fully-fledged member of Dear Jon, see Clause 13-c-ii.
 - 3. If the Band Member cancels their scheduled performance with Dear Jon **WITHIN TWO DAYS** (48 hours) before the onstage downbeat of their scheduled performance, they shall not be liable for any monies to Dear Jon management, provided that another player can be recruited as a replacement from the Dear Jon rotation of Band Members. If another Band Member cannot be recruited due to unavailability, the canceling Band Member has these options:
 - A. perform the Dear Jon gig;
 - B. not perform the Dear Jon gig and be liable for the FULL Gross Pay scheduled from the Client, minus the canceling Band Member's wages (i.e. the pay guarantee to all other Band Members scheduled for the

cancelled Dear Jon gig, including all commissions, and recouping towards Kitty;

- C. not perform the Dear Jon gig and provide a replacement musician from outside the Dear Jon rotation of musicians as a substitute, undertaking full training of the substitute musician, in order for the substitute to walk onstage and perform as a fully-functioning subsidiary member of Dear Jon. No Dear Jon band rehearsals will be supplied for this substitute musician prior to their first gig as a substitute. If this substitute wishes to become a fully-fledged member of Dear Jon, see Clause **13-c-ii**.
- ii. When a Band Member wishes to cancel their scheduled performance at a Dear Jon gig, they should contact Dunmore ONLY (via PHONE first and e-mail as well); *they should not contact other Band Members who might be able to replace them for that gig*. Dunmore is the point of coordination and any other contacts will confuse the situation.
 - iii. If a Band Member finds himself in a position where he owes Dear Jon Management monies for a canceled gig which could not be subbed, it is at Dunmore's discretion as to whether the Band Member must repay Dear Jon Mgmt BEFORE performing another gig, or whether the Band Member can "work off" their debt by performing further gigs with Dear Jon and crediting their pay guarantees toward their debt.
 - iv. No matter the canceling or indebted situation between canceling Band Members and Dear Jon Mgmt, all other Band Members who were ready to perform the cancelled gig will still receive their wages as outlined by the conditions above, to wit:
 - 1. Cancelled gig PRIOR TO TWO WEEKS: No wages owed.
 - 2. Cancelled gig WITHIN TWO WEEKS, PRIOR TO TWO DAYS: Half-wages paid.
 - 3. Cancelled gig WITHIN TWO DAYS: Full wages paid.
 - v. If a Band Member cancels a Dear Jon gig which had only become a prospect **WITHIN A TWO WEEK PERIOD** of the performance date and was subsequently confirmed [See Clause **10-j**], he will NOT be liable for any monies to Dear Jon Mgmt.
- c) **[11-c] DEAR JON MGMT CANCELING GIGS:**
- i. When a situation arises where Dear Jon Mgmt cancels a CONFIRMED Dear Jon gig, irrespective of the scheduled Client's confirmed hiring of Dear Jon, and irrespective of the Client's wishes for Dear Jon to perform, the following conditions shall apply:
 - 1. If Dear Jon Mgmt cancels Dear Jon gig **PRIOR TO TWO WEEKS** before the scheduled performance (and provided that Dear Jon Mgmt disseminates that information to the respective scheduled Band Members prior to two weeks before the scheduled performance) no monies shall be owed to Band Members.
 - 2. If Dear Jon Mgmt cancels Dear Jon gig **WITHIN TWO WEEKS, but more than 24 hours**, before the scheduled performance, Dear Jon Mgmt will pay the Band Members scheduled for that cancelled performance 50% of their guaranteed fee, unless an alternate gig (which may include a Dear Jon performance) is secured for that date. In this case, the following conditions will apply when calculating Band Member wages:
 - A. If the alternate gig wages pay the **SAME** amount as the cancelled gig, the Band Member will receive the same amount;
 - B. If the alternate gig wages pay **MORE** than the cancelled gig, the Band Member will receive the alternate gig's wages only;
 - C. If the alternate gig wages pay **LESS** than the cancelled gig, Band Member will receive the SAME AMOUNT they would have received for the cancelled gig, i.e. the higher amount.
 - 3. If Dear Jon Mgmt cancels Dear Jon gig **WITHIN 24 HOURS** of the scheduled performance, Dear Jon Mgmt will pay the Band Members scheduled for that performance 100% of their guaranteed wages.
 - ii. If Dear Jon Mgmt cancels a Dear Jon gig which had only become a prospect **WITHIN A TWO WEEK PERIOD** of the performance date and was subsequently confirmed [See Clause **10-j**], Dear Jon Mgmt will NOT be liable for any monies owed to Band Members.
- d) **BAND MEMBER FAILS TO ARRIVE AT GIG:**
- i. If a Band Member fails to arrive at a gig venue (where he is booked to perform with Dear Jon) twenty (20) minutes prior to downbeat, the following procedures/ conditions shall go into effect:
 - 1. **[11-d-i-1] ARRIVING LATE:** If he is running late, the Band Member *must phone Dunmore* (818-912-4224) or the designated Band Leader of the night. **DO NOT TEXT, DO NOT E-MAIL - PHONE!** And phone *before the 20-minute-to-downbeat mark!* If late Band Member keeps in constant communication with Dunmore/Band

- Leader, no docking shall go into effect on the late Band Member, and Dear Jon Mgmt will make every effort to keep the gig and client payment valid.
2. Dunmore/ Band Leader must also try phoning the late-arriving Band Member, WHO MUST ANSWER THE PHONE. At this late stage, verbal communication is imperative.
 3. If Dunmore has not heard from the late Band Member 20 minutes before downbeat, and cannot get in touch with late Band Member, other Band Members in rotation will be called for availability to replace the late Band Member immediately.
 4. **[11-d-i-4]** If late Band Member eventually arrives - without having communicated his lateness - he will be docked \$1 per minute past the "20-minute-to-downbeat" mark (e.g. if he arrives 10 minutes to downbeat, he will be docked \$10).
 5. **[11-d-i-5]** If late Band Member does not arrive at all - without any communication (basically a BLOWOUT) - he will be penalized the full Gross Pay for that gig, minus his share. This penalty will be in effect whether or not the gig is performed and whether or not Dear Jon Mgmt received full payment from Client.
 6. **[11-d-i-6]** If there is a tragedy involved with the Band Member Blowout (major car crash, family member death, etc.), no docking or penalizing will be enacted.
- ii. **[11-d-ii]** SUBSTITUTE BAND MEMBER: If a substitute Band Member is called to replace a late Band Member (who has not communicated with Band Leader), and the substitute Band Member performs the gig, he will receive the full pay guarantee of the late Band Member.
1. If there were no deductions made by the Client for lateness onstage by Dear Jon, no Band Members are liable for any monies to Dear Jon Mgmt.
 2. If the Client DOES make deductions to Dear Jon's gross pay, the late Band Member shall be liable for that deducted amount, payable to Dear Jon Mgmt.
 3. No performing Band Members shall be affected by any Client deductions, and will receive their pay guarantee from Dear Jon Mgmt.
 4. If the Client cancels the gig *after the substitute Band Member has arrived*, the substitute Band Member shall receive HALF the guaranteed wages, while the other Band Members present at the gig shall receive full guarantees. The late Band Member shall be liable for the FULL GROSS PAY to Dear Jon Mgmt, minus his share.
 5. If the late Band Member arrives at the gig AFTER a substitute Band Member has arrived (and if he has not been communicative in advising on his arrival time - which is why a substitute Band Member had to be called), the late Band Member shall not be paid.
 6. **[11-d-ii-6]** If a substitute Band Member has been contacted and is in transit when a late Band Member arrives, the late Band Member shall be docked HALF his guarantee and the substitute Band Member (who has packed his gear and is in transit) shall be due the other half of the guarantee, whether he arrives or not (i.e. whether he is contacted and told to turn around and go home, or whether he arrives only to find Dear Jon already onstage).
 7. Note that these "substitute" conditions apply only if there is NO COMMUNICATION between the late Band Member and Band Leader. *Never leave Dunmore/Band Leader in the dark about your whereabouts if you are running late and these conditions will not come into effect.*

Clause-12... STAGE ATTIRE

- a) **[12-a]** Stage clothes are an important element in Dear Jon's presentation. Rule of thumb is simply not to look like you've just wandered onstage off the bus. Any kind of "cool" clothes are acceptable, as long as no Band Member looks like they are part of a different band (i.e. the whole band should not look like Huey Lewis while one of them looks like Judas Priest, and vice versa). Common sense and a modicum of coordination with the Band Leader should suffice in dressing appropriately for the stage.
- b) **[12-b]** MATCHING JACKETS, UPSCALE GIGS: All Dear Jon upscale gigs (weddings, corporate) are performed in matching Show Jackets (provided by Dear Jon Mgmt) to present a professional, unified look. Band Members must wear an all-black ensemble under the Jackets, which includes:
 - i. SHIRT: Black, long-sleeve, buttoned (preferably black buttons, snap-on OK); NO short sleeves, NO designs on the shirt;
 - ii. PANTS: Black, long dress-pants, or black jeans (NO pinstriped pants, NO tassels or conches, no stonewashed, acid-washed or rips);
 - iii. FOOTWEAR: Black shoes or boots (NO sneakers or running shoes, NO sandals. NO flip-flops);

- iv. SOCKS: if black shoes - black socks;
 - v. BELT: if wearing a belt, a black standard belt without studs, mirrors, conches or big-ass cowboy buckles;
 - vi. JACKETS (property of Dear Jon Mgmt):
 1. Jackets are not to be worn during load-in, set-up, soundcheck or breakdown of equipment;
 2. Jackets are not to be worn during meals, traveling to or from events.
 3. Jackets to be worn ONLY onstage during Dear Jon set(s).
 4. Do not let anyone else wear your assigned Jacket - not an audience member, or even another Band Member (as the difference in size may cause rips).
 5. Band Members are always to use care and discretion when wearing the Jackets; be aware of how close drunken patrons may be, with their drinks or dirty hands; Band Members are under no obligation to be polite or coy when it comes to protecting the integrity of the Jackets; if there is any prospective confrontation brewing at all, alert Dunmore immediately.
 6. Jackets are to be hung on provided hangers during breaks in the band set; no Band Members are to wear Jackets amongst the audience during breaks.
 7. At the conclusion of every Dear Jon show, Jackets are to be returned to Dunmore.
 8. Dear Jon Mgmt shall be responsible for all alterations, repairs and dry-cleaning to Jackets, unless Band Member contravenes any of the conditions outlined in clause **12-b-vi**.
 - vii. LONG HAIR: tied back with basic, black elastic hair-tie, if longer than shoulder length. NO bandanas or headbands.
 - viii. UPSCALE GIGS attire may seem very strict, but Band Members may make small deviations from the above regulations if they look cool and non-intrusive. Use the rule of thumb that if Dear Jon were playing a wedding *during the ceremony ON THE ALTAR*, would any of the family of the bride or groom be offended by "disrespectful" or "sacrilegious" clothing, like conches down pants legs or snakeskin boots, etc.?
- c) OTHER CLOTHING can be worn when upscale Jacket gigs are not being performed:
- i. T-SHIRTS: Dear Jon Mgmt insists that t-shirts, if worn, be unique in some way, or are augmented by other clothing that makes them look edgy, rather than cheap and/or the musician being too callous to present himself professionally.
 - ii. JEANS: There is nothing more "classic" than a solid pair of blue jeans - but again, if it is combined with a basic t-shirt, Dear Jon starts to look downscale, or at the least, like the audience that they should be separated from. Augment the jeans with something interesting.
 - iii. HEADGEAR. OK: Berets, pork-pie hats, bandannas, other headwear at Band Member's discretion. NO Baseball caps.
 - iv. LONG HAIR: is not an issue, outside of Jacket gigs;
 - v. NECKWEAR: gold chains, necklaces and other androgynous paraphernalia OK. At upscale gigs, NO ostentatious jewelry; again, please use common sense, some jewelry is OK, but don't do a Johnny Depp with 40 bangles and scarves.
 - vi. FOOTWEAR: Any color shoes or boots, running shoes, sneakers (as long as they don't add to an ensemble that looks too "skateboard" or "Ramones"). NO sandals. NO flip-flops.
 - vii. SHORTS, HALF-SHORT DENIM, OR CUT-OFFS: Never. Ever.
- d) If a Band Member does not possess an article of clothing necessary for a requested Dear Jon uniform, Dunmore will either provide it, re-assess its imperative, or endorse a substitute article.
- e) Band Members are encouraged NOT to load-in or setup in their stage attire. Before each show, Dear Jon should ideally convene in green room/ backstage/ at wardrobe vehicle, to change into stage attire. Immediately after showtime, Dear Jon should ideally divest itself of stage attire. For convenience, it is understood by Dear Jon Mgmt that this will not always be the case, and there are no penalties for setting up or breaking down in stage attire.

Clause-13... REFERRING OTHER MUSICIANS TO DEAR JON

- a) **[13-a]** When a Band Member refers a player to Dear Jon and that player is paid by Dear Jon Mgmt, the referring Band Member is entitled to a one-time bonus commission of an amount which is 10% of the new player's first gig wages. The minimum referral commission that shall be due any referring Band Member is \$5.00. There is no maximum referral commission limit.
- b) The bonus commission is not deducted from the new player's wages. It is at the discretion of Dear Jon Mgmt on whether to deduct commissions from Gross Pay or recoupable Kitty income.

- c) **[13-c]** REPLACEMENT MUSICIANS/ SUBSTITUTES/ SUBS: If Band Members refer a player to Dear Jon as a replacement musician (a substitute for themselves, in the capacity of a walk-on role – as per Clause **11-b-i-2-C**):
 - i. the referring Band Member will be entitled to the commission outlined in Clause **13-a** provided that the replacement musician fulfilled his capacity as a fully-functioning subsidiary member of Dear Jon.
 - ii. **[13-c-ii]** Should replacement musicians/ substitutes wish to join the Dear Jon Band Member rotation, they will be encouraged to read this document at least once through.
 - iii. Replacement musicians, once informed by Dunmore that they have been accepted as Band Members, are bound by all the conditions outlined in this Agreement.
- d) **[13-d]** FULLY FUNCTIONING SUBSIDIARY MEMBER: These are musicians outside Dear Jon rotation, but know at least 80% of any given gig Songlist, or a major portion of the Dear Jon repertoire; they are available to do walk-ons in emergencies, and may have been trained by a Dear Jon Band Member as a sub when the Band Member had to cancel.

Clause-14... REFERRING GIGS TO DEAR JON MANAGEMENT

- a) **[14-a]** If a Band Member refers a venue, Client or gig to Dear Jon Mgmt, Band Member shall receive a **one-time bonus commission** of 1% of the gross pay that Dear Jon earns from that gig, or the minimum commission fee of \$5.00, whichever is higher, provided that the gig is performed by Dear Jon.
 - i. If a referred gig cannot be secured by Dear Jon Management, the referring Band Member does not receive a commission.
- b) **[14-b]** The minimum amount of prospective gig information that will earn this commission is the **Venue Name, Location** (city, at least), **and current contact number** or e-mail address; or **Client Name and current contact number** or e-mail address. Dunmore does not expect the Band Member to provide anything more in relation to securing the gig for Dear Jon. For this nominal amount of information, the commission is a gesture of appreciation from Dear Jon Management.
 - i. A single venue name without contact info or a contact name for a venue without phone or e-mail provided will not suffice – the combinations of the above factors must be met for the commission to come into effect.
- c) If a Dear Jon gig is secured solely on the effort of a referring Band Member (either through hard work or by simply having a solid relationship with the gig booker), without any (or minimal) participation by Dear Jon Mgmt, the referring Band Member shall receive a commission of 9% from the Gross Pay of the gig.
 - i. “Minimal participation” entails Dunmore NOT dealing with the client on any logistics issues, and only coordinating Band Members after the gig is confirmed through the personal contact and initiative of the referring Band Member.
 - ii. The referring Band Member is to accrue as much information about the gig as possible (specifically: every aspect that appears on a standard Dear Jon Gig Rider [see Clause **14-f** for standard Dear Jon Gig Rider details]) in order to attain his 9% commission.
 - iii. Personally confirming **ONLY** the venue and gig date and then handing over the subsequent logistics details to Dear Jon Mgmt to complete the remainder of the rider, will earn the referring Band Member a 5% commission from the Gross Pay of the gig.
 - iv. The referring Band Member is under no obligation to outlay any expenses for promotion of the referred gig. These duties are still that of Dear Jon Mgmt.
 - v. Dunmore retains the right to veto gigs that may be referred or secured by Band Members. (As one example: Band Members should not try to book Dear Jon for \$200 gigs, which do not cover minimum Pay Guarantees once all commissions are extracted.)
- d) The referring Band Member does not have to perform at the referred gig to earn his commission. Once the gig is performed by any Dear Jon lineup, the referring Band Member earns his commission.
- e) The referral commissions paid to Band Members who refer gigs are deducted from the Dear Jon Manager’s commission. That is, if the Band Member receives a 1% commission, then the Dear Jon Manager would receive 9% commission from that gig; likewise, if the Band Member receives 5% commission, the Dear Jon Manager would receive 5% commission from that gig.
 - i. Note that the Band Member referral commission is a **ONE-TIME BONUS** (Clause **14-a**), which means that if the referred gig becomes a regular staple of Dear Jon’s performance rotation, the referring Band Member is entitled to no more commissions from the Gross

- Pay of that gig. Dear Jon Mgmt assumes all liaison with the Client after the initial gig is performed.
- ii. **[14-e-ii]** Dear Jon Mgmt assumes responsibility for any further bookings and logistics, in order for Band Members and Clients to have a centralized coordination source.
 - iii. In cases where the Band Member confirms more than one gig date or a series of gig dates with the Client/Venue *at the time of initial contact with the Client/Venue*, the bonus commission shall be applied to each of these gig dates. After the initial run of Band Member-secured gigs has run their course, Clause **14-e-ii** comes into effect (Dear Jon Mgmt assumes booking responsibility going forward).
 - iv. If the gig has been referred by a Band Member, with minimal information (Clause **14-b**), and Dear Jon Mgmt is responsible for securing more than one gig at the time of initial contact with the Client, the Band Member does not receive commissions from any dates other than the first one.
- f) **[14-f]** STANDARD GIG RIDER: All the following aspects (if applicable) should be addressed by the referring Band Member in order to earn the 9% commission. This information is to be conveyed to Dunmore, who will incorporate it into the Dear Jon Rider and disseminate it to Band Members booked for the gig. In this situation, the only aspects that Dunmore will work out are the SONGLIST and PAY APPORTIONING, although the referring Band Member will also be apprised of the Gross Pay from this gig, in order to confirm his commission percentage:
- i. Client name and contact information;
 - ii. Venue name and contact information;
 - iii. Venue address;
 - iv. Date(s) of Dear Jon performance;
 - v. Onstage time(s);
 - vi. Directions to Venue;
 - vii. Load-In directives, if any;
 - viii. Parking directives, if any;
 - ix. Soundcheck time(s), if applicable;
 - x. P.A. system (provided – yes or no); if no, what size PA is required?;
 - xi. Load-out particulars, if any;
 - xii. Venue room dimensions, or capacity;
 - xiii. Stage/riser dimensions (coordinate extra sections, if applicable and/or necessary – if outdoor gig, coordinate a hard, flat surface area to be laid down, and covering for band area);
 - xiv. Stage Lighting (yes or no);
 - xv. Stage Power (accessible, or requiring extension cords, generators, etc.);
 - xvi. Green Room / change-room facilities (yes or no, details);
 - xvii. Accommodation particulars, if applicable;
 - xviii. DJ or piped music between sets (provided by band, or no)
 - xix. Dinner and/or drinks policy.
 - xx. Any other sundry information pertinent to that particular gig.

Clause-15... MERCHANDISE

- a) **[15-a]** THEDUNMORE.COM MERCHANDISE and SELLER'S PERMIT: Band Members are welcome to participate in selling TheDunmore.com merchandise (merch), which includes Dear Jon merch and F.U. t-shirts. Due to legalities pertaining to "selling goods to the public," payments to Band Members are handled in this way: Band Member makes the sale, accepts the money/check from customer, then hands over all monies to Dear Jon Mgmt. Dear Jon Mgmt pays Band Members sales commissions through the Band Account, either adding the commission to the Band Member's pay guarantee for a gig, or attributing it to services rendered for Dear Jon Mgmt.
- b) Dear Jon Mgmt retains a SELLER'S PERMIT (No: 11/1/2002 SR AC 100-119628), which is why all monies have to come through TheDunmore.com, before being disbursed to contractors/Band Members.
- c) Band Member commission for selling any TheDunmore.com merch is 10% of the item's RRP (Recommended Retail Price).
 - iv. A Band Member may sell TheDunmore.com merch at Dear Jon gigs. (Example: a crowd member buys a Dear Jon t-shirt from a Band Member; Band Member accepts the payment, then hands over 100% of this payment to Dear Jon Mgmt. As stated above, his commission will be paid back to him through the Dear Jon Band Account.)
 - v. A Band Member may sell TheDunmore.com merch by taking merch with him (at no initial cost, i.e. no consignment fee), to sell to prospective buyers, whereby (after a month) he

will return to Dunmore any unsold merch and 100% of the RRP for each piece sold. The return period is one month.

1. **RETAINING STOCK:** If a Band Member would like to retain the merch stock he holds for prospective sales after the return period, he is welcome to do so, though a full written inventory of all stock is required from him, in the form of e-mail, or printed hardcopy itemization. Also, all monies from sales (if any) must be transferred to Dunmore.
 2. Dunmore may request that merch stock be returned to Dear Jon Mgmt, even if a Band Member would like to retain it, for a myriad number of reasons; mainly to do with administration, rather than distrust.
 3. **DAMAGED STOCK:** Band Members are liable for all damages that may occur to TheDunmore.com merch while it is in their possession. Stock that is damaged must be paid for immediately by the Band Member, as there may be (little or) no sale potential of the damaged stock to the public.
- vi. At the end of every month, an inventory of all existing merchandise is made by Dunmore, which will include any merch that is retained by Band Members, to ensure correct payments to Band Members who are selling and/or retaining stock, and to ensure that no merch has gone unaccounted for or damaged.
- d) **BAND MEMBER MERCHANDISE / SELF-PROMOTION:** At certain gigs, it may be appropriate for Band Members to sell their own merch. Band Members are to consult with Dunmore prior to gigs, as to which gigs they may promote and/or sell their product.
- i. TheDunmore.com will retain a commission of 20% on all Band Member merch sold at Dear Jon gigs.
 - ii. When selling their own merch at Dear Jon gigs, Band Members shall do business under the banner of TheDunmore.com. For the same legal reason in Clause **15-a**, all income made from Band Member merch shall be paid to Dear Jon Mgmt, whereby Dear Jon Mgmt makes out a check to Band Member (minus 20% commission).
 1. Income from the sale of Band Member merchandise is documented by TheDunmore.com as pay to the Band Member. This is to circumvent the fact that the Band Member has sold merch to the public (without a Seller's Permit).
 - iii. When an appropriate gig is identified for Band Members to promote and sell their product at, only Band Members in performance on that gig may do so.
 - iv. "Appropriate gigs" will usually, but not necessarily, be large venues and/or upscale performances; events where an exclusive merchandise area or table may be assigned and manned.
 1. TheDunmore.com will make arrangements to man the merchandise area, taking responsibility for casual labor payment and for all damages or losses to merchandise that may be incurred.
 - v. At gigs where Band Member individual product is permissible to be sold, also permissible is **promotion** for Band Member's other musical projects (only in this instance does this Clause supercede Clause **4-r**).
 - vi. If a Client/Venue management approaches a Band Member to hire him/her individually, at a gig where he/she is promoting his/her own material, refer to Clause **4-r-ii** (working out a commission with Dear Jon Mgmt).

Clause-16... DAMAGE / INJURY / LOSS / THEFT

- a) **[16-a] DAMAGE TO EQUIPMENT, DURING GIG:** Dear Jon Management can only advise that each Band Member insures his musical equipment. (This is not an imperative for being in Performance Rotation, though each Band Member whose equipment remains uninsured at live performances leaves himself open to the myriad imbecilities exhibited by any given audience, road crew or venue staff.) Whether or not a Band Member possesses instrument or personal insurance, if a patron/ audience member/ venue staff (accidentally or otherwise) damages any musical or performance gear of Dear Jon's (this also includes Jackets, personal clothing, instrument cases, etc.), the following steps are to be taken, ultimately by the Band Leader (who will liaison with all parties involved) rather than by the victimized Band Member:
- i. **[16-a-i]** If band is performing, cease performing IMMEDIATELY, whether the Band Leader calls for it or not (in some cases, it may not be apparent to the Band Leader that damage has been done). If band are offstage, immediately take the next steps (but be sure to alert the Band Leader somewhere in this process):
 - ii. Detain (by any means possible and feasible) the assailant responsible for the damage. Involving venue security personnel is the most advisable step to take, since this establishes Dear Jon as the plaintiff and accrues authorized witnesses. Publicly (i.e. through the PA system) call on venue security to detain the assailant. If assailant refuses to cooperate, or tries to flee the scene, tell venue security to contact the police and

attempt to detain the assailant until the police arrive. Perform this detention with all due discretion.

1. If Dunmore is not at the gig, alert him as soon as possible to the incident, if possible at the time of occurrence, by phoning 818-912-4224 (24 hours, 7 days).
 - iii. Try to acquire assailant's contact information (name, phone number, address, etc.).
 - iv. If assailant is completely cooperative and willing to reimburse the Band Member without resorting to legal activity, the situation can be resolved expediently.
 - v. If the assailant is NOT cooperative, alert them to the fact that "Dear Jon's Lawyers" will be suing for damages. (No lawyers may be used at all, but make the claim, to assert that Dear Jon intend to pursue the matter in the real world, rather than the drunken confines of the venue where it occurred.
 - vi. Take pictures of the damage to the property (on your phone or anyone else's).
 - vii. Take pictures of the assailant, and if possible, record him on video, which may help Dear Jon's case if the assailant is overtly drunk or belligerent.
 - viii. Write an itemized, detailed report of the damage. Date it, sign it; if possible, get one of the venue security staff to sign it as a witness.
 - ix. If police are summoned and arrive and the assailant is still present, **if damages warrant it**, file a report with the police and/or press charges. The point of all this legal follow-through on Dear Jon's part is to protect our interests as professional musicians. In no other job can a stranger actually damage another person's tools and walk away clean of liability, stating, "It's only rock and roll – and these guys do it as a hobby anyway..."
 - x. If Client refuses to pay Dear Jon Management due to Dear Jon ceasing performance before their agreed offstage time, Dear Jon Mgmt shall pay Band Members as per Clause **11-a-iii** (i.e. full guaranteed wages).
 - xi. Any other gigs that may have been booked with that Client, that may be cancelled due to Client Cancellation, will be paid to Band Members as per conditions in Clause **11-a**.
- b) **[16-b] PERSONAL INJURY DURING GIG:** Dear Jon Management can only advise that each Band Member acquires personal injury and/or health insurance. (This is not an imperative for being in Performance Rotation, though each Band Member who remains uninsured at live performances leaves himself open to the myriad imbecilities exhibited by any given audience, road crew or venue staff.) There is also a very real danger of injuring oneself in the darkened environment that our musical jobs place us in constantly.
- i. Any Band Member who is injured accidentally during a gig, and who cannot complete the performance, will not be liable for any monies owed to Dear Jon Management, should the Client refuse to pay Dear Jon.
 1. All Band Members on that gig, including the injured one, shall be paid their full guarantees.
 - ii. Avoid all prospective fights and/or altercations. If an altercation cannot be avoided and a Band Member is injured, the above steps must be taken (Clause **16-a-i** to Clause **16-a-ix**) if at all possible.
 - iii. If the Band Member is NOT injured in an altercation, to avoid any potential prosecution, the Band Member should be the FIRST to make a report to the police or local authorities regarding the incident and *tell it from DEAR JON'S point of view*. Any story, with witness corroboration, is taken as "fact" by the police, so all Band Members, Band Leader included, should stand behind the Band Member as witnesses, in supporting any story that the Band Member relates to authorities.
 - iv. If Client refuses to pay Dear Jon Management due to Dear Jon ceasing performance before their agreed offstage time due to injury, Dear Jon Mgmt shall pay Band Members as per Clause 11-a-iii (i.e. full guaranteed wages).
 - v. Any other gigs that may have been booked with that Client, that may be cancelled due to Client Cancellation, will be paid to Band Members as per conditions in Clause 11-a.
- c) **[16-c] PERSONAL INJURY, OUTSIDE GIG SITUATION:** If an injury sustained by a Band Member outside of the Dear Jon live gig situation prohibits him from performing, he - or a representative - is to alert Dunmore as soon as possible, in order to substitute a player for all upcoming gigs that the injured Band Member cannot perform.
- i. **[16-c-i]** In these cases, where the Band Member is not entirely responsible for canceling their gigs, Clause **11-b** is to be superseded by the conditions in this Clause **16-c-i**: Dear Jon Mgmt shall attempt to substitute all upcoming gigs of the injured Band Member, and if failing to do so, will cancel the gigs, then reverting to conditions in Clause **11-c**: DEAR JON MGMT CANCELING GIGS.
 - ii. The injured Band Member shall forfeit all his upcoming guarantees if he reports himself injured and unable to perform with Dear Jon, until such a time as he performs a live gig with Dear Jon again.
 - iii. The injured Band Member shall not owe Dear Jon Mgmt any monies in the event of cancellations due to injury.

- iv. Wages to uninjured Band Members who were scheduled to perform at a cancelled gig shall be subject to the payment conditions outlined in Clause 11-c.
- d) **[16-d] LOSS OF EQUIPMENT (LOE):** Dear Jon Management has no involvement with Band Members' personal property. Should any Band Member musical equipment be lost in situations *other than* theft (in car accidents, house fires, damages whilst loading, earthquakes, and any other natural events termed Acts Of God by the superstitious populace), it is up to each Band Member to either have insurance that will cover the cost of his losses, or to replace his equipment at his expense.
- i. Should a Band Member experience Loss Of Equipment, after contacting his relevant insurance companies, *et al*, he is to inform Dunmore immediately, so that any scheduled gigs that the LOE Band Member is booked for can be substituted.
 - ii. If a Band Member experiences loss of equipment within any period of time before a scheduled gig, which he subsequently cannot perform, and which cannot be substituted by another Musician, there will be no monies owed by the LOE Band Member to Dear Jon Mgmt.
 - iii. The LOE Band Member shall forfeit his guarantees for any gigs that he was booked for and cannot perform.
 - iv. Wages to Band Members (other than the LOE Band Member) who were scheduled to perform at a cancelled gig shall comply with the payment conditions outlined in Clause 11-c.
- e) **[16-e] THEFT OF EQUIPMENT (TOE):** Dear Jon Management has no involvement with Band Members' personal property. Dear Jon Management can only advise that some form of theft insurance is secured by each Band Member, or to replace his equipment at his expense were it to be stolen.
- i. Overnight storage of musical equipment at venues or in vehicles is totally at the discretion of the Band Member who owns said equipment. Realistically, even were Dear Jon Mgmt to secure written liability from Clients regarding theft of Dear Jon musical equipment from their venue, circumstances are stacked *against* the person who acquiesces to leave their personal property unguarded in public areas.
 - ii. Should a Band Member experience Theft Of Equipment, after contacting his relevant insurance companies, *et al*, he is to inform Dunmore immediately, so that any scheduled gigs that the TOE Band Member is slated for can be substituted.
 - iii. If a Band Member experiences theft of equipment within any period of time before a scheduled gig, which he subsequently cannot perform, and which cannot be substituted by another Musician, there will be no monies owed by the TOE Band Member to Dear Jon Mgmt.
 - iv. The TOE Band Member shall forfeit his guarantees for any gigs that he was booked for and cannot perform.
 - v. Wages to Band Members (other than the TOE Band Member) who were scheduled to perform at a cancelled gig shall comply with the payment conditions outlined in Clause 11-c.

Clause-17... OTHER COMPANY NAMES

- a) Dear Jon may be affiliated with other company names at various times, for various purposes. Dear Jon Band Members may find themselves operating under some of these other company names, which should all be treated with the same propriety Band Members afford Dear Jon and TheDunmore.com.
- b) Listing of company names affiliated with Dear Jon:
 - i. TheDunmore.com ©
 - ii. Forever Unholy Productions: The Business Of Rock And Roll ® (F.U.)
 - iii. Dear Jon: Classic Rockclassic Roll ©
 - iv. Poffy The Cucumber's Movie Mania ®
 - v. Telltale Factory ©
 - vi. Egomania Records™

Clause-18... ADDENDA / AMENDMENTS

- a) Dear Jon Mgmt shall make public all amendments and/or addenda to this document, to all Band Members, as soon as those changes are dated and inserted into the Master Copy of this document. An e-mail will be sent to all Band Members in rotation, clearly stating the Clause number(s) that are amended.

- b) The Master Copy of this document shall remain a pdf file online at the Dear Jon website.
- c) Dear Jon Band Members are not required to print out every version that is amended, but are encouraged to read at least once any amendments that are made. Date of update is marked at end of document.

Clause-19... NON-EXCLUSIVITY

- a) These Operating Procedures do not preclude any Band Members working as freelance independent contractors with other bands, musical projects, production companies, studios, etc. and only pertains to their relationship with the Dear Jon operating unit, when and if they choose to accept work offered by Dear Jon Mgmt.

Clause-20... DEAR JON WEBSITE

a) Dear Jon Website Home Page	www.dearjon.us
b) Songlist	www.dearjon.us/SONGLIST.html Dear Jon full repertoire, available for public to peruse, including YouTube links to songs.
c) Band Tech Specs pages:	www.dearjon.us/SONGLIST-BandPage.html [20-c-i] Main page is the Dear Jon full repertoire, for Band Members to access only, including YouTube links to songs, YouTube links to live versions of the songs, and chord charts compiled by Dunmore (MD). Main page links to other documents (html pages and pdfs) pertaining only to Band Members and not the public: [20-c-ii] Dear Jon Operations Manual [20-c-iii] Release Agreement Video/Photo/Audio [20-c-iv] Stage Plot [20-c-v] SONG LISTS (gig performance lists)
d) Video and Audio	http://www.dearjon.us/VIDEO.html The Dear Jon Promo Video (from 1994) and other live Dear Jon performances.
e) Photos	http://www.dearjon.us/PHOTOS.html Numerous pages containing live photos and promo shots.
f) Tour Dates / Gigs	http://www.dearjon.us/TOUR.html Upcoming gigs for Dear Jon, and other news. For Band Members, each gig date shows chosen personnel, as well as a link to the SONGLIST for that gig (a printable pdf).
g) Other Services	http://www.dearjon.us/SERVICES.html Other services that Dear Jon offers to clients, like solo guitar, jazz combo, string quartet, etc.
h) Testimonials	http://www.dearjon.us/TESTIMONIALS.html References from clients.
i) Links	http://www.dearjon.us/LINKS.html Links to other websites, musicians, agencies, etc. as well as a sidebar - Link Back To Us.
j) Hiring Contract	http://www.dearjon.us/DEARJON_HiringAgreement.pdf Hiring Contract between Dear Jon and Clients.
k) Frequently Asked Questions	http://www.dearjon.us/FAQ.html

END