

# **READY for the world “Featuring” Melvin Riley Band Rider**

## **GENERAL AGREEMENT PROVISIONS**

### **Scaling**

The specific capacity, MUST be printed on the face of the contract to which the agreement is attached. there will be no deduction for taxes or any other purpose unless said deduction is stated in the contract.

### **Liability Insurance**

The Purchaser hereby warrants and represents that it has and will maintain a liability insurance policy with a licensed insurance company in the state or providence that is satisfactory to Artist and venue, in which policy provides coverage for bodily injury (including accidental death) and property damage. (including without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by Artist and/or its employees, contractors, or agents).

### **Stage Sound and Lights**

Promoter/purchaser must provide artist with A-1 professional sound equipment, smoke and lighting from qualified sound and lighting companies. Promoter must provide artist with sound and light companies head director's contact information upon signed agreement, or no later than 45 days from agreed performance date.

### **Taxes and Fees**

Purchaser shall hold the Artist harmless of any and all country, state, city, provincial, or other taxes, fees, VAT's, and the like relating to the engagement. Foreign work visas, permits, licenses, exit fees, etc., are the sole responsibility of the Purchaser. The sums payable to Artist shall be free of such taxes, fees, or dues.

### **Cancellations**

Artist, at his sole discretion, may cancel and terminate this contract and the services to be rendered, without any liability, until the deposit is received.

### **Artist held harmless**

Purchaser agrees to indemnify and hold harmless Artist and his employees, contractors, and/or agents from and against any claims, costs (including attorney's fees and court

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

### **Act of God Provisions / Force Majeure**

Artist's obligation to furnish the service herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, wars, terrorist acts, and any act or order of any public authority or any cause, similar or dissimilar, beyond Artist's control. In the event of any acts of God, or not, or insurrection, sickness, inability to perform, accident, means of transportation, riots, strikes, labor difficulties, epidemics, wars, terrorist acts, natural catastrophes, exercise authority of any government body or agency, similar or dissimilar, or any other act, cause or event beyond the reasonable control of Artist which delays or prevents the Artist from performing, then the Artist shall nevertheless be paid in full, per the time of this contract. In addition, provided Artist is ready, willing, and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof regardless of Act of God, fire, accident, riot, strike, or any events of any kind or character whatsoever, whether similar or dissimilar to the foregoing events, including direct and indirect breach, which would prevent or interfere with the presentation of the show.

### **Inclement Weather**

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

### **Breach of Contract**

Each one of the terms and conditions of this contract is of the essence of this agreement and necessary for Artist's full performance hereunder. At any point where Purchaser refuses or neglects to provide any of the terms herein stated and/or fails to make any payments as provided herein and/or is in breach of a material part of this Agreement (including any Rider or Amendments hereto), Artist shall notify Purchaser of said breach immediately. Purchaser is responsible to rectify breach of contract within six (6) hours of notification from Artist or prior to Artist's performance, whichever is sooner. If Purchaser fails to correct said breach, Purchaser will be in breach of contract, Artist has the choice as to whether to perform, and Purchaser shall be responsible to Artist for all payments and other obligations as set forth in the Agreement and Rider, including, but not limited to, Artist's fee, flight tickets, hotel accommodations, local ground transportation, catering, and any other fees noted within this Agreement, Rider, or Amendments. This is not to suggest that the Artist has exhausted any other remedies for such a breach of contract, and Artist reserves the right to pursue other legal claims for damage for such breach of contract. In addition, if, on or before the date of any scheduled engagement, Purchaser has failed, neglected, or refuse to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or Artist's opinion of Purchaser unsatisfactory, Artist shall have the right to demand payment of the guaranteed compensation forthwith, Artist shall have the right to cancel engagement; by notices to

## **Anticipatory Breach**

## **Billing and Publicity**

Ready for the world feat, Melvin Riley must be priority highlighted in all advertisement when headlining and only 10 percent less if not headlining.

ABSOLUTELY NO ADVERTISING UNTIL 50% DEPOSIT AND SIGNED CONTRACTS ARE RECEIVED BY MANAGEMENT OR ARTIST'S BOOKING AGENT.

## **Group Photos & Graphics**

All band photos, album artwork, band logos, corporate logos and all graphics, in addition to all print, television or internet advertising, must be approved in writing my Management prior to use in any promotional or advertising campaigns.

## **Promotion**

Purchaser can request Artist to participate in promotional activities for the contracted engagement, but such participation is solely at the discretion of the Artist, and must be authorized by Artist's Management.

## **Merchandising**

Artist shall have the sole and exclusive right to sell merchandise, or choose not to sell merchandise, in connection with the event. Such merchandising includes, but is not limited to, any programs, pictures, t-shirts, souvenirs, posters, compact discs, DVD's, videos, cassettes, or phonographs relating to the Artist or the performance. Purchaser accepts and acknowledges that no product will be created, distributed, or sold utilizing the name, likeness, or depiction of Artist without the prior approval of the Artist's management.

## **Complimentary Tickets/Passes**

A minimum of twenty (20) complimentary tickets shall be provided to READY featuring Melvin Riley for any show.

## **Sound Check: / Integrity of Artist's Performance**

Artist requires a minimum of 30-60 minutes for sound check, beginning after all of Artist's equipment is positioned, patched to consoles, and all lines and channels are deemed acceptable to play on by Artist's Production Manager.

Upon completion of Artist's sound check, all of Artist's equipment will remain connected to boards, spiked, and left absolutely untouched, "as it lays", and may not be adjusted by any other personnel without the direct authorization by Artist's Production Manager, and remain "as it lays" during any other acts' sound check or performance, prior to Artist's performance, with no exceptions.

Purchaser shall provide for a number of security personnel to sufficiently provide safety to the Artist and to the patrons at no cost to Artist. and must ensure that the backstage remain secure.

### **Crew Personnel**

Purchaser shall furnish for Artist, at no cost to Artist, professional, experienced, and qualified stage, sound, lighting, monitor engineers/personnel capable of performing services for said engagement per Artist's specifications, including follow spot technicians, master lighting control technicians, curtain, backdrop, truck loaders, stagehands, deck hands, riggers, house electrician, runners, and wardrobe person, and all necessary personnel to assist Artist in performing in a professional manner. All such personnel shall understand that Artist's Production Manager will be directing much, if not most, of the work involved. Purchaser agrees to provide a licensed electrician/technician to be available throughout the day and evening of performance, and at any other time that Artist's equipment is in use.

### **HOSPITALITY REQUIREMENTS**

#### **Dressing Room**

Purchaser shall furnish Artist, at no cost to Artist, for the engagement herein one (1) large, clean dressing room with separate bathroom attached, hot and cold running water and toilets. Each room must be air conditioned or heated (as weather may require), well lit, and have electrical outlets that are safe (properly wired), and in working order, and be equipped with sofas, chairs, desks, tables, full length mirror, iron and full length ironing board, garment steamer, garment racks, and doors that can be securely locked with a key that will remain in possession of Artist's Tour Manager at all times.

#### **Dressing Room Catering**

Purchaser shall provide the following items in the entourage's dressing rooms and should be of sufficient quantity for fifteen (15) people:

- Two (2) Cases of Bottled Water
- Assorted Herbal Teas (Decaf and Regular)
- Hot water, honey, and lemons
- One (1) Fruit Plate (1) Meat Deli tray Chicken, Turkey, and Ham
- One (1) case of Individual Bags of Pretzels and Chips
- Plates, utensils, glasses, cups, napkins, and ice

### **Hot Catering**

All hot meal preparations shall be prepared for (7) persons.

- Meals should include at least three choices of entrees (one being chicken, one being fish or other meat, and one being beef or lamb), two starches, two vegetables, rolls, and dessert. No fast food please.

### **TRANSPORTATION – ACCOMODATIONS - AIR TRAVEL**

#### **Air Travel**

- 7 Roundtrip airline tickets to be purchased by the promoter/agency ( Names for air travel below)

#### **Ground Transportation**

All ground transportation shall be arranged according to the following terms listed below and be booked to accommodate all necessary requirements as outlined by Artist's Management or Road Manager. All vehicles used shall consist of no less than:

- One (1) 15 passenger van

#### **Hotel Guidelines**

All hotel rooms must be rated as four-star or better and approved by Artist's Management. • (7) deluxe single rooms with king size beds

- Direct dial telephones in every room