

Zoe Speaks

Performance Contract Rider 2017-18

Please read this rider carefully. It is part of the attached contract for ARTIST. By signing it, you are agreeing to supply ARTIST with production and proper working conditions essential to performance. Any breach of the terms and conditions of this rider is a breach of the contract and may cause ARTIST to refuse to perform without releasing PURCHASER from his obligation to pay ARTIST. If ARTIST elects to perform notwithstanding a breach of this agreement by PURCHASER, the performance by ARTIST shall not constitute a waiver of any claim ARTIST may have for damages or otherwise.

1.0 BILLING

1.1 Billing on all advertising and publicity must appear as follows: **Zoe Speaks**

2.0. PUBLICITY AND ADVERTISING:

2.1. PURCHASER will use only those current publicity materials provided by ARTIST or ARTIST's representative to advertise and publicize this engagement.

2.2. PURCHASER agrees to publicize the engagement to its fullest capabilities including display ads in major area newspapers, listings in all available media formats, bill posting, mailings and distribution of circulars as well as any possible pre-promotions on radio and television. PURCHASER shall be responsible for all matters relating to the promotion and production of the performance, including but not limited to production costs, venue rentals, security and advertising.

2.3 All television, radio, press appearances and pre-concert phone interviews music be cleared in advance with Carla Gover at (859) 358-6090

2.4 ARTIST requests that PURCHASER forward any clippings of original reviews, previews, publicity, advertising, and copies of posters to ARTIST at the address provided.

2.5 ARTIST reserves the right to invite any last minute guests on stage, at their discretion, as long as it does not impose a technical or economic burden on the PURCHASER.

2.6 PURCHASER agrees that ARTIST'S appearance shall not be sponsored by or in any other way tie-in with, any political candidate, commercial product or business without prior written consent of ARTIST.

2.7 ARTIST shall have sole and exclusive merchandising rights.

3.0. HALL:

3.1. PURCHASER will provide personnel to staff the hall with ushers, ticket takers, and Box Office personnel.

3.2. NO SMOKING restrictions will be enforced in the hall, on stage and in the dressing room area during sound check and performance.

3.3. Stage must be accessible to performers by means other than through the audience. Stage, backstage must be swept, and curtains must be clean and in good condition.

3.4. For all indoor performances, hall will be available at least four (4) hours prior to sound check, for set up and equipment testing.

3.5. For all outdoor performances, PURCHASER must provide a covering over the stage area to protect ARTIST and all equipment.

3.6 Stage must have at least a 4x4 area that is clean and smooth for dancing, visible from the audience with no monitor wedges or speakers obscuring the view, nor cables crossing it.

4.0. SECURITY:

4.1. PURCHASER shall provide an adequate security staff to insure the safety of ARTIST and ARTIST's personnel, equipment, instruments, personal property and vehicles from the time of arrival at the venue until final departure. PURCHASER shall be responsible for the security of all items in ARTIST's dressing rooms and shall prevent all unauthorized personnel from entry to dressing rooms or backstage area. Security will prevent unauthorized persons from entering hall during sound check and from coming on-stage during and after performance.

4.2. PURCHASER shall provide ARTIST with 10 backstage passes upon ARTIST's arrival at venue unless ARTIST notifies PURCHASER of other arrangements.

4.3. PURCHASER to provide 10 comp tickets for ARTIST'S use.

4.4. All guest tickets and backstage access passes shall be picked up at the box office and not at the stage door.

5.0. DRESSING ROOMS:

5.1. PURCHASER shall provide 2 clean, lockable, dressing rooms, well-heated or air-conditioned, well lighted with full-length mirror and with a private bathroom in or near dressing rooms. Dressing rooms shall be accessible to the stage by separate entrance other than through the audience. All unauthorized people shall be denied access to the dressing room area.

6.0 MISCELLANEOUS

6.1 PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. ARTIST shall complete said setup one hour prior to time of performance unless otherwise arranged.

7.0 MERCHANDISING:

7.1. ARTIST or ARTIST's licensee shall have the sole right to sell, advertise, promote and distribute prior to, during and after the performance, any and all merchandise bearing the ARTIST's name and/or likeness, including but not limited to souvenir program books, pictures, records, tapes, and items of clothing, etc. All receipts derived from the sale of said merchandise belong solely to the ARTIST excluding any percentage of sales as specified in advance in Contract.

7.2. PURCHASER shall provide a 6-foot table set up in a convenient location for display and sale of merchandise.

7.3. PURCHASER shall provide at its expense persons to sell ARTIST's merchandise who will be available in the venue at sound check time to receive and set up merchandise from ARTIST or ARTIST's representative unless otherwise specified.

7.4. ARTIST or ARTIST's representative will conduct an inventory of all merchandise prior to any sale and again at the close of all sales.

7.5. PURCHASER is responsible to provide security for all merchandise and for all moneys from sales. Any percentage due to PURCHASER or venue from merchandise sales or starting cash box provided by PURCHASER will be settled by ARTIST or ARTIST's representative at inventory closeout and deducted from final accounting.

8.0. RECORDING RESTRICTIONS:

8.1. There shall be NO recording, copying, reproducing, or transmitting of any performance by ARTIST by any means now known or to be later developed, including audio and/or video, without written prior consent of ARTIST.

8.2. PURCHASER shall restrict any audience member from taking any flash photographs at any time during the performance. PURCHASER shall further restrict any audience member from recording any and all portions of the performance by any means now known or to be developed including audio and/or video.

8.3. PURCHASER shall check with ARTIST(s) or ARTIST's representative prior to granting permission to professional photographers.

9.0 HOSPITALITY

9.1 PURCHASER agrees to provide bottled water on stage and refreshments backstage with a hot meal after sound check for ARTIST's band and crew.

9.2 PURCHASER agrees to provide 2 Clean Dressing Rooms, heated or air-conditioned with private bath or shower, and secure from audience or staff, labeled with ARTIST name along with:

- Ironing board
- Hand towel for each person
- Iron
- Full-length mirror
- Fresh brewed coffee, tea, hot water and herb teas, and half and half
- Bottled spring water, any brand, not chilled in individual bottles; enough for ARTIST and crew
- Fresh fruit platter

9.3 PURCHASER agrees to provide in the Green Room, after soundcheck:

- One hot meal for five people with fresh salads
- Hot water for beverages, tea bags (English Breakfast, herbal selections)
- Coffee, condiments, and half and half
- Real ceramic mugs or cups (no styrofoam)
- Chocolate chip cookies or other dessert
- And while we're at it, perhaps a bottle of Pinot Noir?

9.4 When PURCHASER agrees to provide ground transportation at PURCHASER’s expense to and from airport, hotel and venue, ARTIST requires a vehicle large enough to transport 5 people, luggage, equipment and instruments. Please notify ARTIST of driver’s name and phone number two weeks prior to engagement. When ARTIST is required to use public transportation from an airport, PURCHASER shall reimburse ARTIST the full amount of receipt at time of settlement. PURCHASER shall provide time schedules for recommended public transport as well as street maps and directions.

9.5 When ARTIST agrees by prior arrangement to provide transportation, parking is required for 2 vehicles near stage door of venue for load-in and load-out and for the duration of the show. ARTIST may require PURCHASER to provide local transportation and driver on day of performance to fulfill media and promotional interviews to promote show.

9.6. When PURCHASER provides lodging it shall be at a Hampton Inn for the night of the performance. When a Hampton Inn is unavailable, the motel must be at a AAA-recommended establishment, preferably with indoor pool. ARTIST requires 3 non-smoking double rooms with two double beds and private bath near the venue. Rooms shall be pre-paid by PURCHASER and confirmation numbers, address, phone and fax numbers, e-mail address and contact person provided to ARTIST at least two weeks prior to the performance.

PURCHASER/Organization’s Name and Title

Authorized Signature Date

Federal I.D. / Social Security #

Zoe Speaks/ARTIST

PURCHASER/Organization’s Name and Title

Authorized Signature Date

81-2421113

Federal I.D.