

SAMPLE RIDER TO ACCOMPANY LIVE PERFORMANCE AGREEMENT

This Rider is incorporated into and made a part of the Live Performance Agreement dated(date of agreement)..... between(name of artist as listed in agreement)..... (hereinafter referred to as “Artist”) and(name of purchaser as listed in agreement)..... (hereinafter referred to as “Purchaser”) for Artist’s performance at(venue)..... in(city and state)..... on(date of scheduled performance).....

1. PROMOTION. Purchaser shall give Artist no less than equal billing in all advertising and publicity related to the performance. All such billing and promotion shall read as follows:(“.....”)..... Purchaser shall publicize and advertise Artist’s performance to the public beginning at least (.....) weeks out and shall maintain the volume required to sufficiently promote the date. In publicizing the performance, Purchaser shall only use photograph(s) that Artist provides. No third party, including a radio station, shall act as a presenter, sponsor, or promoter of the date without Artist’s written consent. Purchaser shall not obligate Artist to any personal appearances, interviews, or other commitments without Artist’s prior written consent. Artist shall not be associated with any good or product, and no banners, posters, or other advertising material shall be placed within (.....) feet of the stage.

2. COMPANION ACTS. Purchaser shall give Artist at least (.....) days’ written notice of any other acts performing on the same show. Absent an agreement otherwise in the Live Performance Agreement, Artist shall perform last. When Artist is headlining, companion acts, the length of their performances, and their use of special effects shall be subject to Artist’s approval. Artist’s production shall take priority over that of any approved opening act(s). Purchaser shall cause a representative from any such act(s) to meet with Artist’s representative at stage call.

3. SECURITY AND PRIVACY MATTERS. Purchaser shall provide(number of security personnel)..... (.....) security people from the time of stage call until completion of load-out. Artist’s representative shall direct such security as Artist deems necessary to protect Artist’s equipment, entourage, personal property, vehicles, and other property. Unless otherwise agreed in the Agreement, recording or broadcasting of the performance is strictly prohibited and security shall immediately report to Artist’s representative any such incidents. Such representative shall be entitled to seize any recorded material and exercise all other legal remedies Artist may have.

Purchaser shall designate for Artist’s use a restricted parking area with security personnel (in addition to those described above) to guard Artist’s vehicles at all times. Parking at the venue shall include room for Artist’s tour bus as well as the provision of bus power if possible. Purchaser shall provide to Artist any required passes or parking permits prior to arrival.

Purchaser shall provide a closed sound check (.....) hours before opening the venue doors or admitting any attendees. Purchaser shall clear the venue of people before and during sound check. Artist shall have no less than(amount of time)..... for sound check. Hotel information is to be disclosed to only those authorized by Artist, and Purchaser shall instruct those in its employ to keep such information confidential. Only those expressly authorized by Artist’s representative shall be admitted on stage during Artist’s performance.

Purchaser shall secure backstage entrances at all times. A written list of approved backstage hands and staff is to be provided to Artist upon request. If Artist chooses to sign autographs after the performance, Purchaser shall provide a secure area with security personnel, a table, and chairs in a space where attendees can line up single file.

4. INSURANCE. Purchaser shall provide \$ worth of public liability insurance coverage to protect against personal injury or property damage for the venue and holds Artist, its contractors, and its employees harmless against any loss, damage, or expense, including attorneys' fees, in connection with any claims. Purchaser shall provide the certificate of insurance before the performance date.

5. MERCHANDISING. Artist shall be entitled, if it chooses, to sell Artist-related or show-related merchandise, such as posters, souvenir books, clothing, photographs, recordings, and other such product. Neither Purchaser nor any third party may distribute or sell such material at the show, and Purchaser shall use best efforts to prevent bootleggers from doing so. Purchaser shall cooperate with Artist in prosecuting any bootleggers. There shall be no venue charge on merchandise sales unless Artist agrees in writing at least three (3) weeks before the show. Time is of the essence.

6. TRANSPORTATION AND HOSPITALITY. From the time of Artist's arrival, Purchaser shall provide at its expense(number and types of vehicles [optional: and number of people each can hold])..... and driver to transport Artist from and to the airport and the hotel as requested, as well as to interviews and other places as reasonably requested by Artist.

From the time of stage call until Artist leaves, Purchaser shall provide Artist with(number)..... (.....) clean, lockable dressing room(s) as close as feasible to the stage. Such room(s) shall contain the following:(list of required items).....

In addition, Purchaser shall provide the following food and beverage at such times as are designated in the Agreement or as otherwise directed by Artist's representative:

- At Load-in:
- At Sound check:
- After Sound check:
- On Stage:
- After Show:

7. TICKETS AND PASSES. If there is any change from the ticket price indicated on the face of the Agreement, Artist shall receive the difference between the established ticket price and that actually charged by Purchaser. Tickets shall be printed by a bonded ticket house, or, if the performance is at a college or university, by the official printing department thereof. Purchaser shall not discount tickets without prior written permission of Artist. Purchaser shall not distribute more than(specified percentage)..... percent (.....%) of the venue capacity as complimentary tickets, which shall go only to radio and press representatives unless Artist authorizes otherwise in writing. Purchaser shall provide to Artist's representative a statement detailing to whom each complimentary ticket is given. Artist may, in its discretion, release any unused complimentary tickets for sale. When Artist is the headliner, only passes provided by Artist will be honored. In addition, Purchaser shall allot Artist(number)..... (.....) tickets for its guests until one (1) hour prior to show time unless released sooner by Artist. These guest tickets shall be for seating in the center of the venue within the first (.....) rows. Purchaser shall provide to Artist a detailed box office statement on the date of the performance, even when Artist's compensation is not based on attendance.

8. TECHNICAL REQUIREMENTS. Purchaser shall provide at its cost the following:

Staging:(size, dimensions, components, configurations, etc.).....

Roofing/Grounding: [if outdoors] [also, if outdoors, include the following: NOTE: IN CASE OF RAIN OR TOO MUCH MOISTURE ON THE STAGE AREA, ARTIST HAS THE RIGHT TO CANCEL AND BE PAID IN FULL.]

Electrical:(stage power, circuits, outlets, and power).....

Sound:(decibel minimums, console, channels, outboard gear, monitor system, and microphones).....

Lighting:(number, color, spotlights, and operators).....

Personnel:(at stage call, setup, and sound check).....

[NOTE: IF ANY OF THE TERMS HEREOF ARE NOT COMPLIED WITH, ARTIST SHALL HAVE THE RIGHT TO REFUSE TO PERFORM AND SHALL BE ENTITLED TO FULL COMPENSATION. FOR ANY QUESTIONS, CONSENTS, DIRECTIVES, OR OTHER MATTERS PERTAINING TO THE REQUIREMENTS HEREIN, CONTACT ARTIST'S AUTHORIZED REPRESENTATIVE:]

/s/

.....(printed name of Purchaser).....

/s/

.....(printed name of Artist).....

Date: