

Twila Paris

Band Rider

Purchaser Provides Production

Contact Information:

Personal Management

Proper Management
P.O. Box 150867
Nashville, TN 37215
Tel: 615-665-9786
Fax: 615-665-9993
Contact: Mike Jay
mike@propermgmt.com

Booking Agency

Jeff Roberts & Associates
3050 Business Park Circle, Ste. 301
Goodlettsville, TN 37072
Tel: 615-859-7040
Fax: 615-851-7023

Business Management

Martin, Albee & Associates
PO Box 158659
Nashville, TN 37215
Tel: 615-383-1161
Fax: 615-383-1162

PURPOSE

This Rider is attached to and incorporated in the Contract issued by **Jeff Roberts & Associates** dated _____ by and between **Twila Paris Productions, Inc.**, hereinafter referred to as **ARTIST**, and _____, hereinafter referred to as **Purchaser**, for the engagement at:

_____ in _____
(venue) (city/state)
on: _____
(date)

As the **Producer** of the “**Twila Paris**” show, we would like to thank you the **Purchaser** for your cooperation and enthusiasm in fulfilling the following requirements and your concern for the successful completion of this production.

Should you have any questions or concerns with this Rider, please call Proper Management or indicate any necessary changes on this Rider. Your signature on the signing page indicates your acknowledgement of the requirements; however, the document is not fully executed until **ARTIST** has the opportunity to review any rider changes and returns the signed Contract and Rider to **Jeff Roberts & Associates**.

All deposits are to be in the form of a cashier’s check or money order made payable and sent to **Jeff Roberts & Associates**. You may keep one copy of the Rider for your use in preparing for the concert.

If applicable, **Purchaser** will receive an invoice for travel expenses within TWO weeks of the concert date from Proper Management. This payment is to be made payable to **Twila Paris Productions, Inc. - Federal ID # 71-0639021** and received prior to **ARTIST** sound check on the day of the show. **IT IS PREFERRED THAT PAYMENT BE SENT TO PROPER MANAGEMENT TO BE RECEIVED IN ADVANCE OF PURCHASER'S CONCERT DATE; HOWEVER, IT CAN BE HANDED TO THE ROAD MANAGER UPON ARTIST ARRIVAL, IF NECESSARY.** Any additional travel expenses incurred by **ARTIST**, not included in the invoice sent from Proper Management prior to the engagement, shall be invoiced to **Purchaser** and will be due in a timely manner.

Purchaser shall give balance to **ARTIST’s** Road Manager prior to **ARTIST’s** performance. Please make check payable to **Twila Paris Productions, Inc. - Federal ID # 71-0639021**. This payment should be the remainder of the financial agreement, but separated from the travel expenses.

ANY MARKS, COMMENTS, WRITTEN IN CHANGES, OR AMENDMENTS MADE TO THIS RIDER WILL CONSTITUTE A CHANGE IN THE CONTRACT AGREEMENT AND THEREBY WILL OPEN THIS ENTIRE AGREEMENT TO RE-NEGOTIATION OR CANCELLATION.

PART 1 GENERAL RIDER

1. Construction of Rider

This Agreement constitutes the parties' entire understanding and may not be modified except in writing, signed by both parties. **Purchaser** may not attempt to vary any terms set forth herein; any modification to the Agreement will not be valid until the change has been dated and initialed by **ARTIST**. Further, if the Contract is returned with the general rider or technical rider unattached, unsigned or altered in any other way, then at Proper Management's discretion, this Contract may not be accepted, releasing **ARTIST** from any further obligation to **Purchaser**.

2. Permits, Licenses, Certificates

Purchaser, at his/her sole cost, shall obtain all licenses, permits, certificates, authorizations, and/or other approval required to be obtained from any union, guild, public authority, performing rights society, or other entity properly having jurisdiction over or with respect to the engagement. Please note that all songs performed by **ARTIST** are in the catalog of ASCAP, BMI, or SESAC.

3. Artistic Content

It is understood and agreed that **ARTIST** shall have total control over the production, presentation, and performance of this engagement. All decisions as to material performed, staging, and production of the concert shall be left solely to the judgment of **ARTIST** and/or **ARTIST's** representative. It is understood that this is a self-contained performance and there shall be no other presentations, announcers, speakers, guest artists, multi-media presentations, etc.

There shall be no banners, signs, radio station signage, or any other type of advertising material in the auditorium and lobby without prior approval by **ARTIST's** Road Manager. There shall be no handouts of any type of materials, information, displays, or information booths without written approval by **ARTIST's** Road Manager.

4. Opening Act

ARTIST must approve any and all opening artists in advance of commitments being made to any opening artists.

5. Billing

Twila Paris is to receive 100% sole star billing in any and all advertising, marquees, lights, display ads, programs, tickets, and any other form of publicity and promotion. If the event is a festival style program, appropriate billing and performance time is requested.

ARTIST name is to be spelled: **Twila Paris**

6. Advertising

Purchaser is required to create his/her own printed promotional materials with images approved by **ARTIST**. No other images shall be used by **Purchaser** without express permission of **ARTIST's** Personal Management.

Please contact Jill Kivett at Proper Management at (615) 665-9786 ext. 11 for approved **ARTIST** images.

All biographies, photos and other items used by **Purchaser** in the advertisement and promotion of the **Twila Paris** concert must be either supplied by or approved by **ARTIST**.

All information needed for the timely execution of radio and print production is the responsibility of **Purchaser**. Information needed includes, but is not limited to: date, time, place, ticket price, ticket outlet information, presented by, host station (including black/white logo, if applicable), phone number for information, etc.

All requests for interviews, press and publicity, should be directed to Jill Kivett at Proper Management at (615) 665-9786 ext. 11. There will be no unauthorized interviews granted day of show. **NO EXCEPTIONS.**

7. Insurance

It is agreed that **Purchaser** shall maintain in effect a policy of Workman's Compensation Insurance covering all of its employees who are involved in the installation, operation and/or maintenance of the equipment provided by **ARTIST**.

Purchaser shall further indemnify and hold **ARTIST**, its contractors, employees, licensees, and designers harmless from and against any loss, damage, or expense. This will include reasonable attorney's fees incurred or suffered by or threatened against **ARTIST** in connection with or as a result of any claim for personal injury or property damage. Or, otherwise brought by or on result of any claim for personal injury or property damage. Or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with the performance, which claims do not result directly from **ARTIST**, its employees, contractors or agents' active gross negligence. To this end, **Purchaser** will obtain at its sole expense, a policy of insurance naming **Twila Paris** as additional insured, in amount required by building contract but in no event to be less than \$1,000,000.00.

Purchaser will return the proper certificates of insurance as evidence of the above-mentioned coverage above, along with this agreement signed.

8. Hotel Arrangements

Purchaser is responsible for hotel costs (room and tax only). **ARTIST** will need **five (5)** non-smoking double rooms. Hotel must be of good quality and within 10 minutes of the venue. Please reserve the rooms under the name Proper Management. Also, please have a credit card on all rooms to cover rate & tax prior to **ARTIST's** arrival.

9. Settlement

Payment shall be made in accordance with the terms on the face of the attached engagement Contract. All deposits are to be in the form of a cashier's check or money order made payable and sent to **Jeff Roberts & Associates** by the applicable due date(s). If applicable, **Purchaser** will receive an invoice for travel expenses within **TWO** weeks of the concert date from Proper Management. This payment is to be made payable to **Twila Paris**

Productions, Inc. - Federal ID # 71-0639021 and received prior to **ARTIST** sound check on the day of the show. **IT IS PREFERRED THAT PAYMENT BE SENT TO PROPER MANAGEMENT TO BE RECEIVED IN ADVANCE OF PURCHASER'S ENGAGEMENT; HOWEVER, IT CAN BE HANDED TO THE ROAD MANAGER UPON ARTIST ARRIVAL, IF NECESSARY.** Any additional travel expenses incurred by **ARTIST**, not included in the invoice sent from Proper Management prior to the engagement, shall be invoiced to **Purchaser** and will be due in a timely manner.

Purchaser shall give balance to **ARTIST's** Road Manager prior to **ARTIST's** performance. Please make check payable to **Twila Paris Productions, Inc. - Federal ID # 71-0639021.** This payment should be the remainder of the financial agreement, but separated from the travel expenses.

On a percentage date, a completed, accurate, and detailed written final statement of account with respect to all ticket sales, together with payment in cash and/or cashier's check of any percentages, shall be submitted to **ARTIST's** Road Manager no later than one (1) hour after the show begins.

In the event **Purchaser** fails to pay **ARTIST** the total contracted fee, **Purchaser** agrees to pay for any and all expense involved in collecting said money due.

Purchaser agrees to pay all amusement taxes and sales taxes.

10. Complimentary Tickets

If the event is ticketed, **ARTIST** reserves the right to obtain a reasonable number of complimentary tickets for friends and family.

11. Cancellation

All deposits are non-refundable, unless the **ARTIST** cancels this agreement.

Force Majeure: If **ARTIST's** performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act of order of any public authority, and/or any other cause or event, similar or dissimilar, beyond **ARTIST's** control, then **ARTIST's** obligations with respect to the affected performance(s) shall be excused and **ARTIST** shall have no liability to **Purchaser** in connection therewith. Provided **ARTIST** is ready, willing and able to perform, **Purchaser** shall remain liable to pay **ARTIST** the full Contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "artist" shall include **ARTIST** or any member thereof.

Indemnification: **Purchaser** agrees to indemnify and hold harmless **ARTIST** and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorney's fees and court costs) expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (I) the Engagement; or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by **Purchaser** herein.

If **Purchaser** cancels **ARTIST's** engagement prior to 90 days of the concert date, **Purchaser** will forward one-half of Artist's balance to **ARTIST** as agreed to on Contract within seven (7) days of cancellation. Cancellations within 90 days or less of the concert date will

hold **Purchaser** liable for 100% payment as agreed to on Contract. **Purchaser** will then forward full payment to **ARTIST** within two (2) days.

In the event **Purchaser** refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payment as proved herein, **ARTIST** shall have the right to refuse to perform this Contract. **ARTIST** shall retain any amounts previously paid to **ARTIST** by **Purchaser**, and **Purchaser** shall remain liable to **ARTIST** for the agreed price herein set forth. In addition, if on or before the date of any scheduled concert, **Purchaser** has failed, neglected or refused 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 is in **ARTIST's** opinion unsatisfactory, **ARTIST** shall have the right to demand the payment of the guaranteed compensation forthwith. If **Purchaser** fails or refuses to make such payment forthwith, **ARTIST** shall have the right to cancel this Contract. In such event **ARTIST** shall retain any amount previously paid to **ARTIST** by **Purchaser**.

If **Purchaser** fails to pay **ARTIST**, then **Purchaser** is liable and responsible for the amount due **ARTIST** plus damages and attorney collection fees.

If this agreement shall be terminated by **ARTIST** for any reason referred to above in this subsection, **ARTIST** shall promptly refund to **Purchaser** any amount paid by **Purchaser** and **ARTIST** shall not be liable to **Purchaser** for any other loss, damage, or expense claimed.

12. Inclement Weather

Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and **Purchaser** shall remain liable for payment of the full Contract price even if the performances called for herein are prevented by such weather conditions. **ARTIST** shall have the sole right to determine in good faith whether any such weather conditions shall render performance(s) hazardous, impossible, or unsafe. In the event of an outdoor concert, plastic sheeting must be available to cover all areas of the working stage, mix locations, and the equipment. (It is extremely dangerous to work on a stage that is damp after rain.)

13. Sale of Alcoholic Beverage

In the event **ARTIST** is to appear in a civic hall, fair, or college where alcoholic beverages are sold, no alcoholic beverages may be sold at the concert. It is the responsibility of **Purchaser** to notify, in writing, the hall manager and the in-house concessions representative of this requirement at least four (4) weeks in advance of the concert. **ARTIST's** Personal Manager shall be copied on the notice and is to receive his/her copy at the same time as the hall manager.

14. Broadcasting or Recording

Purchaser agrees he/she is entirely responsible for ensuring that no audio or visual recording of **ARTIST's** performance or any portion of that performance is made on film, audio or videotape or any contrivance for any purpose.

15. International Travel

Any expense for foreign customs clearance, work permits, foreign union dues, duties or tax constancy will be the sole responsibility of **Purchaser**.

16. Legal Warranty

Purchaser warrants that he/she has the right to enter into this Contract and is of legal age.

17. Entire Understanding

This constitutes the sole, complete and binding agreement between the parties hereto. This agreement may not be changed, modified, or altered except by an instrument in writing signed by both parties.

This agreement shall be construed in accordance with the laws of the State of Tennessee.

Purchaser shall not have the right to assign this agreement, or any provision thereof. But, **ARTIST** shall have the right, from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part, to any person, firm, or corporation working on **ARTIST's** behalf.

18. Scope of Contract and Rider

Purchaser is fully appraised and fully understands that all provisions of this agreement and compliance with all requirements set forth herein are essential to the proper performance of **ARTIST**. **ARTIST** shall have no obligation to perform in the event that all terms and conditions of this agreement are not adhered to.

It is further understood that if **ARTIST** is ready to perform and does not do so because of **Purchaser** breach, **ARTIST** shall be entitled to the full amount which would have been payable in the event of performance.

19. Not a Partnership

Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership or joint venture, nor to make **ARTIST** liable in whole or in part.

PART 2

TECHNICAL RIDER

Purchaser agrees to furnish on the date, and at the time of performance(s) above mentioned, all that is necessary for the proper presentation of **ARTIST's** concert performance, including a suitable theater, hall or auditorium, clean and in good order. **ARTIST** is to have access to a clear, flat, stage. **Purchaser** or representative with **Purchaser's** authority is to be present at the venue from load-in to load-out.

Purchaser, not the **Producer**, is responsible to ensure stagehands are present and working until formally released from their duties by **Producer's** representative. Please plan accordingly to ensure that the concert day production will be executed as required.

Volunteer labor is acceptable for this production, however, in the event the labor part of this agreement is in breach, at **ARTIST's** Road Manager's discretion, charges may be incurred to **Purchaser** for the hiring of available labor to immediately accommodate the production.

Please keep in mind, that due to security needs, any backstage restrooms will be unavailable to the public.

Purchaser further agrees to furnish all necessary house personnel, security, and ushers, merchandise sellers, ticket sellers, and ticket takers.

It is understood that the performance is to be indoors unless specifically noted on the face of the Contract. In the event of an outdoor performance, **Purchaser** agrees to comply with **ARTIST's** requirements for outdoor performances.

ARTIST's Road Manager will make decisions relative to staging of **ARTIST's** performance. All technical rider specifications are subject to additions and deletions by **ARTIST**, if production needs should change after **ARTIST** and **Purchaser** sign this Rider.

Purchaser's failure to comply with reasonable requests may require the performance to be delayed or canceled at **Purchaser** liability.

1. Labor Needs

Purchaser is responsible to have four (4) volunteers available to help load IN and OUT the **ARTIST's** gear and merchandise upon arrival and at the end of the event.

2. Stage Set Up (If a Stage Needs to be Constructed)

35 feet wide, 25 feet deep, at least 36 inches high, with 40 feet of overhead clearance. Stage must be clear and available at **ARTIST's** load in time.

3. Piano

Purchaser agrees to provide one Grand Piano (minimum six (6) foot length) in quality working condition, preferably a Bosendorfer, Steinway, or Yamaha, tuned to A-440 concert pitch on the day of concert, prior to load in, positioned center stage. (If stage does not meet size requirements or the piano is in bad shape, the Production Manager reserves the right to not use the piano and request and receive a suitable replacement at **Purchaser's** responsibility)

4. Sound Requirements

House Mix Position

One (1) 32x8 channel mixing console with 4 bands of e.q., with at least two bands being sweepable. (suggested consoles: Yamaha PM4000, PM3000, or Midas XL-3)

Two (2) Reverb units (Lexicon PCM 70, 80 or 90, Yamaha SPX 990, 900 or REV5)

One (1) Digital Delay (Roland SD 3000 or equivalent)

Six (6) Channels of insertable compression

Two (2) 1/3 Octave EQ's for main PA

All necessary crossovers and limiters for the main PA

One (1) Professional quality CD player.

House Speakers and Amps

The house speaker cabinets are to be comprised of professional, "state of the art" (current technology) components. The system is to be operated in stereo and have four to six front fill speakers, as well as being adequately powered by professional quality amplifiers (i.e. Crown, Crest, OSC, etc.) Suggested systems: EAW KF850 series with KF300s as front fill, Meyer MSL 4 series with UMA's as front fill, Turbosound, or Electro-Voice MT-4 series.

The speaker array shall be actively crossed over (minimum 3-way system) with accompanying sub-cabinets. These arrays shall be designed to give an even coverage of 180 degrees in the venue without passing or lobing errors. The speaker and amplifier system shall be capable of producing a sound pressure level of 115dB at "A" weight with a bandwidth range of 30Hz to 16Hz +/- 1dB at the house mixing position.

We will try in every case to use the equipment that you have, however, **ARTIST**, reserves the right to have **Purchaser** rent any additional PA needed to adequately accommodate this show.

Monitors

Five (5) separate monitor mixes will be required.

The (aux) sends must be pre-fader so that monitor levels can be controlled from the main console without being affected by the house mix.

One (1) 1/3 octave EQ for each monitor send. Preferably Klark-Teknik

Labor

One (1) Front-of-House tech/operator, who is knowledgeable of the sound system, to assist during sound check and during the show.

One (1) Monitor Engineer who will be mixing sound check as well as the show (**not applicable if monitors can be run from FOH console**).

5. Lighting

Two (2) good quality followspots that use HMI, HTI or ARC type lamps. (No incandescent or quartz lamps please.)

One (1) stage lighting system that has color changeable gels and is multi-scene capable, plus knowledgeable operators to run spotlights and lights.

6. House Lights

Please make arrangements for all lights not specifically required by local safety ordinances to be turned off in the audience area during the performance.

7. Sound Checks (Closed to Public)

Sound checks should occur approximately 3 1/2 hours prior to concert time.

8. Runners

One (1) runner with 15 passenger van. Runner should be 21 or over and be available 100% of the time. The runner is for **ARTIST's** exclusive use.

9. Ushers

Please provide and coordinate ushers to help with seating

10. General Security

It is essential that we have adequate security positioned to meet the objective of securing the backstage area so that absolutely no unauthorized persons are backstage at any time between 3:00 PM and 11:30 PM. It is imperative to keep the concert seating area empty until after sound check. **ARTIST's** Road Manager should have total control of backstage area.

One (1) person at the backstage door.

One (1) person securing the dressing room area from 3:00pm until **ARTIST** has departed.

One (1) person at the front-of-house mix position while the general public is in the building.

Two (2) persons securing the front and side of the stage from the opening of doors until the general public has vacated the building. These two (2) security persons will escort **ARTIST** to the autograph tables at the end of the performance and remain until relieved by the road manager.

11. Merchandising

ARTIST, shall have the sole and exclusive right, without obligation to any party, to sell and distribute merchandise of any kind at the Engagement. Unless otherwise agreed to in writing, **ARTIST** shall retain 100% of the gross receipts resulting from the sale of said merchandise. **Purchaser** shall provide at his/her sole cost, well-lit, secure, prime locations for merchandising.

No other form of merchandise should be sold before, during, or after the concert unless agreed upon, in writing, by ARTIST two (2) weeks prior to the concert date.

The **Purchaser** will arrange for:

Three (3) workers to arrive 1 hour before event begins. They should be present during entire event and remain 1 hour after event ends.

Two (2) folding banquet tables (standard 6 or 8 foot) appropriately placed in the lobby. If applicable there should be an additional table and one (1) chair provided for **ARTIST's** Meet and Greet following the concert.

12. Catering: For 7 touring personnel.

Purchaser is responsible for all meals surrounding time that **ARTIST** is working for **Purchaser**. Please provide lunch, dinner and a light snack after the event. Road Manager will arrange the specifics in advance of the event.

Purchaser should provide a few drinks (cokes, juices, and bottled waters) along with a few "munchies" (vegetables, crackers, and/or fruits), hot water, honey and cups for the dressing rooms.

In addition, **Purchaser**, should provide at least six (6) bottled waters for the stage per set. Please provide room temperature water only for the stage.

13. Dressing Rooms (Please have room stocked by 3:00 PM)

Purchaser is to arrange for two (2) dressing rooms for exclusive use of **ARTIST** and **ARTIST's** personnel. The rooms are to be freshly cleaned and have lighting, tables, trashcan, working electrical outlets, mirror, and attached bathroom for exclusive use of the **ARTIST**. The dressing rooms should be guarded (as outlined in the security section of this rider). Otherwise, please provide two (2) keys to the Road Manager upon arrival at the sound check.

Completion of Terms

All attached and enclosed forms must be completed and returned with the Contract and Rider. Any additional forms, which are sent to **Purchaser**, must be completed and returned within seven (7) days upon receipt.

THIS COMPLETE RIDER HAS BEEN AGREED UPON AND ACCEPTED

PURCHASER

PRODUCER

Mike Jay, Proper Mgm't. Prod., Inc.
f/s/o Twila Paris Productions, Inc.

DATE SIGNED

DATE SIGNED