

## Performance Rider

All terms and provisions contained herein, are integral and binding parts of Contest Entertainment Contract.

**A) BILLING:** Contest name and or logo will appear in all ads connected with the event(s) named in the agreement, in the first position and 100% size.

**B) PAYMENT** All payments provided for hereunder shall be made by cash, check or money order. Payments shall be in US currency. A deposit of 50% of the total guaranteed compensation shown on the Contract shall be paid and returned with the Contract. The deposit shall be in the form of cashier's, bank, or company check made payable to **PRODUCER**. If deposit is not received by the specified date, Producer shall have the right to cancel the engagement without liability of any kind to Purchaser. The Balance shall be due on or before showdate in cash or check payable to **PRODUCER**.

**C) PUBLICITY AND ADVERTISING:** Purchaser will use only those current publicity materials provided by Producer to advertise and publicize this engagement. Purchaser agrees to publicize the engagement to its fullest capabilities in all applicable media formats including newspaper display ads, radio, television, direct mail, posters, fliers, in house signage and any possible pre-promotion on radio and television. Purchaser will 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. Producer requests that purchaser forward any clippings of reviews, previews, publicity, advertising and copies of poster and fliers to the address provided.

**D) VENUE:** Purchaser to provide all front of house personnel. NO SMOKING restrictions will be enforced in the venue, on stage and in the dressing room area at all times including sound check, performance through load-out. Stage must be accessible to performers other than through audience.

**E) SECURITY:** Purchaser provide an adequate security staff to insure the safety of Producer, staff, contestants, 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 dressing rooms and shall prevent unauthorized personnel from entry to dressing rooms or backstage area. Security will prevent unauthorized persons from entering venue during sound check and from coming on-stage during and after performance. Authorized personnel will bear badge or laminate.

**F) ROOMS: Per Contract**

**G) ACCESS TO VENUE:** A clear access to the load-in area is required at least TWO (2) hours prior to the time the audience is to be admitted. If catered equipment is indicated, check with rental companies for required access time. Delays in starting performance due to failure to provide clear access is purchaser's sole responsibility.

Purchaser will provide parking, as close to the stage as possible, for up to five additional vehicles at no cost to Producer.

Loaders, technicians, and sound/light personnel will work under the direction of Contest Producer. Purchaser is responsible for procurement of any required union loaders, and/or technicians, and their compensation due, when required.

Producer and accompanying personnel shall be allowed COMPLETE ACCESS to stage, backstage, and performance areas. If necessary, purchaser will provide back stage passes, badges, or other identification to allow access.

**H) DRESSING ROOMS:** Purchaser will provide a dressing room for contestants and a separate private area for contest producer, staff and judges. Dressing rooms (motor homes acceptable), with electrical outlets, and

comfortable seating for 10 people, near the stage. It should be made available from load-in thru load-out, and be a no smoking area. Judges will tally scores in this area.

**I) REFRESHMENTS:** Purchaser will provide water for the producer, staff and contestants from load-in thru load-out.

**J) STAGE:** The stage is to be a sturdy, single level platform, *optimum* 20'D x 40'W x 2'H. A carpeted 8'x8'x2' drum riser at center stage.

The stage is to be set, in place and free of encumbrances when the crew arrives for load-in. Any seating should begin immediately in front of stage as appropriate.

**K) POWER REQUIREMENTS:** Band requires a POWER DROP BOX supplying at least six (6) 20 AMP circuits @ 115V AC each, for Band's exclusive use. Power failure, delays in performance, and/or damage to equipment or personnel due to faulty electricity is purchaser's sole responsibility.

**L) GENERAL TERMS AND CONDITIONS:**

- 1) Staff and contestants will be admitted at no coast to fair. Contestants will park in general parking area. Staff will park near stage.
- 2) PRODUCER will provide live band
- 3) PRODUCER will provide master of ceremonies, judges, contestants and all contest prizes.
- 4 )PURCHASER agrees that any Elvis impersonator, contest, tribute show, or any elvis impersonator related show or event hired by PURCHASER between the date of this agreement and 36 months following engagement must be contracted through PRODUCER.
- 5) Producer shall retain the sole, exclusive right to merchandising and the moneys derived there from without deduction. This includes, but is not limited to: t-shirts, records, tapes, CDs, posters, pins, hats, etc. Purchaser shall provide a 6-foot table set up in a convenient location for display and sale of merchandise.
- 6) All audio and video recording is strictly prohibited. Producer shall have exclusive and sole rights to audio and video recording of performance. The performance will not be recorded or transmitted without the prior consent of Producer. Purchaser may be permitted upon request to videotape performance for in house use only. Purchaser will supply a copy of the unedited video to Producer at no cost to Producer. Still and Flash photography is permitted.
- 7) Cancellation of this event due to acts of nature, illness, death, strikes, war, transportation and venue maladies, or terrorist acts will not effect any compensation due Producer. Any "rain date" will be negotiated and written apart from this agreement.
- 8) This agreement shall be bound by the laws of Ohio. If an attorney is retained for the purpose of collecting compensation agreed to herein, or for any other litigation concerning Contest and the event herein, purchaser agrees to pay for the reasonable cost of such attorney's fees.

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**Purchaser Name and Title**

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**Producer**

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**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**