AGENCY: Geodesic Management Keith Ghion (p) 646-415-9234 <u>keith@geodesicmanagement.com</u> Artist: Kyle Sutton (p) 609-468-3044 <u>www.mayhempoets.com</u>

MAYHEM POETS CONTRACT RIDER

DATE OF ENGAGEMENT:

VENUE:

PRESENTER:

THIS RIDER IS ATTACHED TO AND MADE PART OF THE CONTRACT DATED______ BY AND BETWEEN **MAYHEM POETS (ARTIST)**, ______ (**PRESENTER).** For purposes of this contract, ARTIST includes all persons under its hire.

All terms and provisions hereinafter and hereinbefore set forth are part of one and the same contract. ARTIST agrees to furnish and PRESENTER agrees to accept for the above engagement an entertainment unit including the services of ARTIST upon the following terms and conditions:

1. BOX OFFICE PROCEDURES

When ARTIST has a percentage clause in the contract, PRESENTER agrees to keep accurate records of ticket sales at all times after tickets have been put on sale, including breakdowns by number of tickets sold by different pricing schedules. Upon payment, ARTIST will receive a copy of such records from PRESENTER.

2. COMPLIMENTARY TICKETS

- a) When ARTIST has a percentage clause in the contract, any complimentary passes or ticket give-aways shall be pre-approved by ARTIST in advance of engagement. PRESENTER shall be entitled to ten (10) complimentary passes.
- b) At least ten (10) complimentary passes will be provided to ARTIST. More may be necessary in certain instances.

3. MERCHANDISING

ARTIST reserves the right to sell tapes, CDs, tee shirts and other related souvenirs. PRESENTER shall provide ARTIST with a well-lit, designated area for sales and two tables for display use. PRESENTER will not itself, and will not allow any other party to sell merchandise bearing the name, likeness or logo(s) of ARTIST or ARTIST before, during or after the engagement. All proceeds from the sale of merchandise and souvenirs belong to ARTIST.

4. BILLING

a) ARTIST will receive headline billing, unless otherwise specified in the contract.

b) When appearing in any public format (i.e., press, radio, marquee, other), ARTIST shall be billed as **MAYHEM POETS.**

5. INCLEMENT WEATHER

Shows may be cancelled due to inclement weather only by the mutual agreement of ARTIST and PRESENTER. *If show is cancelled due to inclement weather by PRESENTER and a mutually agreeable alternative date cannot be contracted ARTIST shall be paid in full.*

6. WORK PERMITS:

When traveling overseas PRESENTER agrees to pay any and all necessary work permit fees that originate in the United States for all members of ARTIST. This includes but not limited to, actual permit costs, travel to & from appropriate offices in the US to obtain said permits, mailing costs, etc.

7. HOTEL & LOCAL GROUND REQUIREMENTS

Hotel Requirements for MAYHEM POETS:

* 3 Single King Size rooms at Courtyard Marriott or hotel with 3-5 Star rating

* On dates with violinist or tap dancer one-two (1-2) additional single king size rooms might be necessary

HOTEL ROOMS MUST HAVE:

- * King-size bed
- * 24-hour room service or restaurant
- * Internet Access
- * Refrigerator, Microwave and Coffee Maker
- * Full-size Ironing Board and Iron
- * Full-size Mirror

Local Ground Requirements for MAYHEM POETS:

* PRESENTER shall provide one (1) fifteen (15) passenger minivan to accommodate travel between airport, venue & hotel. Minivan must have space for luggage. Local ground buyout acceptable only upon confirmation with ARTIST and must be reimbursed first day of engagement prior to performance. ARTIST will provide receipts.

* <u>Overweight Baggage</u>: PRESENTER shall provide reimbursement of any and all overweight baggage expenses.

8. TECHNICAL REQUIREMENTS

a) The sound system must be of professional quality, so that the performance may be heard clearly throughout the venue. PRESENTER must provide experienced and reliable sound engineers to operate both the sound system and monitor system. Both the house mix and level as well as the monitor mix and level shall be under the control of an experienced sound engineer AT ALL TIMES.

b)

1) Three (3) hand held wireless microphones to come onstage holding at start of the show

2) Two (2) additional hand held wireless microphones offstage left, for use with select audience volunteers at venues larger than 300 people.

3) One (1) microphone stand to the right of the chairs.

4) Three (3) Stools

5) Three (3) bottles of water on stage next to each chair

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<u>STAGE PLOT</u>

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X= microphone /=microphone stand O= chair

9. DRESSING ROOMS

- a) PRESENTER agrees to provide 1 dressing rooms for ARTIST. Room must be properly heated or air-conditioned, with bathroom facilities and a lock on the door. If central heating is not available or is malfunctioning a portable space heater in the winter or portable air conditioning unit <u>MUST</u> be provided. ARTIST'S room must be well lit and contain a full-length mirror and comfortable seating for three.
- **b)** This room is for the exclusive use of ARTIST, and cannot be used by any other artists, employees, etc., unless approved by ARTIST. PRESENTER shall provide personnel to monitor the backstage area to ensure that unauthorized individuals are not accessing it.

10. HOSPITALITY

Please provide ARTIST'S dressing room with the following within 30 minutes of ARTIST'S estimated arrival:

∼ Non-carbonated bottled water

- ~ Small Fruit & Cheese & Vegetable Plate
- ➤ Sufficient cups and ice
- ~ 1 pot of Regular Coffee

**When PRESENTER is providing a catered meal, it must consist of a choice of entrees with salads. ARTIST will advance meal time depending on sound check schedule with a preference of eating pre-event post sound check when possible.

11. LOAD-IN/SOUND CHECK

PRESENTER shall provide a well-lit, safe parking space for a full-size van in immediate vicinity to the load-in area and ensure that ARTIST has easy, well-lit access to the performance area for load-in at least 3 hours prior to performance time and for load-out after performance. Adequate time, per ARTIST'S approval, must be provided for a complete full-volume sound check and rehearsal that shall be closed to the public. An engineer shall be provided by PRESENTER to assist in the sound check.

12. PRESENTER shall hold ARTIST and ARTIST harmless from any damage, including attorney's fees, court costs, etc., arising out of any damaged property owned by PRESENTER, or any personal injury to any person other than ARTIST, or ARTIST personnel, not arising out of the negligence of ARTIST or ARTIST.

ALL THE TERMS OF THIS CONTRACT ARE SPECIFICALLY ACCEPTED BY PRESENTER UNLESS THEY ARE WAIVED, and ANY SUCH WAIVER SHALL BE EFFECTIVE ONLY IF INITIALED BY BOTH PRESENTER AND ARTIST.

13. MAYHEM POETS PERFORMANCE DAY ITINERARY

For this engagement, the Presenter will make their technical crew available for the following schedule.

Presenter should fill in the performance day itinerary:

PRODUCTION COORDINATOR:

OFFICE PHONE: ______ CELL PHONE: _____

Pre-sound check equipment set up: 1.5 hours -- _____am/pm TO _____am/pm

Presenter staff sets up sound/lighting system and rented instruments according to attached stage plot; also tests/rings out all mics, lines, house

and monitor systems.

MAYHEM POETS load in: during last ½ hour of pre-set time -- _____am/pm TO _____am/pm
MAYHEM POETS sound check: 2 hours -- ____am/pm TO _____am/pm To _____am/pm To _____am/pm
Breakfast / Lunch / Dinner break: 1.5 hours -- ____am/pm TO _____am/pm
Venue Doors Open to Public: _____am/pm -- must be after sound check is finished.
Performance Call: _____half hour pre-show -- _____pm
Performance Starts: _____AM/PM
Set length: ______minutes
[] With Intermission -- [] No Intermission

Please note: according to the above schedule, Presenter staff needs to have their sound system fully set up and prepared for sound check AT LEAST 2 HOURS BEFORE SHOWTIME. If this is not done, there may be delays to both sound check and performance, and the quality of the performance will be impaired.

Accommodations overnight after the performance, at a hotel close to the venue, **See item #6 on rider**, with 3 single NON-SMOKING rooms, All rooms with toilet & shower facilities.

HOTEL INFORMATION:

ADDRESS
DISTANCE FROM VENUE
PHONE
FAX

The Presenter will book the hotel rooms for MAYHEM POETS. The Presenter will book and pay for the rooms.

LOCAL GROUND INFORMATION (Presenter will provide local ground to and from venue/hotel):

TRANSPORTATION PROVIDER:	
CELL PHONE NUMBER:	

ACCEPTED AND AGREED TO:

PRESENTER: _____ DATE:

ARTIST:		DATE:
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