

Andrew Wheeler: The Blues Journey

Don't Fear! Not too much Legal here. Much of this can be negotiated.

CONTRACT RIDER

(Revised August 20, 2015)

This rider is herewith attached to and made part of the contract dated _____ between Entertainer (herein referred to as "PRODUCER") f/s/o (herein referred to as "ARTIST") and _____ (herein referred to as "PURCHASER").

All payments are to be made in the form of Cash, Certified Check, or Cashier's Check. A deposit in the amount of (Negotiable) is required upon the return of the contract to be made payable to Andrew Wheeler. Balance of monies due in the amount of _____ is to be made on demand. In the event balance is not paid in cash, please make certified or cashiers check payable to: Andrew Wheeler.

There shall be five (5) complimentary tickets (in rows 2-5 center) for use by Andrew for each show that he performs available the day of show, in addition to any previously arranged tickets.

THIS ENGAGEMENT IS NOT FIRM AND NO ADVERTISEMENT CAN BE DONE UNTIL THE CONTRACTS AND RIDERS ARE FULLY SIGNED AND EXECUTED. PURCHASER WARRANTS THAT HE/ SHE HAS THE RIGHT TO ENTER INTO THIS AGREEMENT AND IS OF LEGAL AGE TO DO SO.

CANCELLATION

1. Andrew maintains the right to cancel the engagement upon written notice to PURCHASER not less than thirty (30) days prior to date of event.

2. RAIN OR SHINE: In the event this show is not presented because of inclement weather and Andrew is present and ready to perform, PURCHASER must pay Andrew in full.

3. FORCE MAJEURE: PRODUCERS obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, and means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, and any act or order of any cause, similar or dissimilar, beyond

PRODUCER or ARTISTS control.

4. TAXES: PURCHASER shall pay, at its sole cost, all taxes, fees, dues, levies, and the like relating to the Engagement and the sums payable to Andrew shall be free of the same. The foregoing shall not apply to any Federal or State income taxes imposed by law on PRODUCER or ARTIST for Engagements Performed within the United States (unless otherwise stated in this Contract) but shall apply to all other forms of taxes including, without limitation, any business occupations tax or any value added tax ("VAT").

SUPPORT ACT: If this contract calls for ARTIST to perform as a support act, then ARTIST shall receive 100% special guest star billing in any and all advertisements and/or publicity including, but not limited to, stated in previous paragraph. PRODUCER shall have approval

over all advertising and promotions. Upon sell-out of an Engagement, PURCHASER shall promptly stop all advertising in connection therewith.

INTERVIEWS/PERSONAL APPEARANCES

1. For Publicity and Special Promotions, contact Andrew for approval. All interviews (advance and/or on-site), press conferences, special promotions, or other publicity needs or requests involving Andrew must be cleared prior to engagement through Artist Management. No one else is authorized for approvals
2. In the event this engagement will be presented, promoted, co-promoted, and/or sponsored by radio station(s), PURCHASER shall notify Andrew of any station playing this role prior to making the commitment for approval. PURCHASER shall coordinate with Andrew for approval.

SOUND SYSTEM REQUIREMENTS

****If Andrew is NOT providing the sound system, the following will be necessary**** System must be able to sustain musical program of frequencies from 20 Hz to 20k Hz (+ or - 3 dB) at a main level of 115 dB and handle peak levels of up to 110 dB, measured (c weighted) 75'-100' from front of stage.

- Professional House PA System with a minimum of two main speakers (minimum 12") and two monitors (minimum 10")
- 1 high quality vocal microphone, Shure SM58 at a minimum
- 1 microphone boom stand for vocals
- 2 high quality condenser microphones for mic'ing acoustic guitar
- 2 microphone boom stands

- Ample XLR cables connected to box
- 2 power sources
- PERSONNEL: At least one sound technician

- LICENSES/PERMITS

PURCHASER shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations and the like required or requested by any union, guild, governmental authority, performing rights society, venue owner, or any third party in connection with (1) the Engagement; and (2) ARTIST'S/PRODUCERS' exercise of any rights granted herein. PURCHASER agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues, and fees applicable thereto. Upon request, PURCHASER shall provide PRODUCER with four evidence of the foregoing; provided that PRODUCER'S failure to request or review same shall not be deemed a waiver of PURCHASER'S obligations or PRODUCER'S rights hereunder.

CREATIVE CONTROL-SOUND CHECK/SET LENGTH

****To be discussed with Andrew during advance****

Andrew and crew shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound check, sound and lighting systems, choice of performers (including opening acts, master of ceremonies, and welcoming speakers), and their length of performance, stage sets, curtains, backdrops, props, song selection, manner of performance, and any music, film, or videotape played to patrons at any time during

the Engagement including prior to performance and during intermissions. Andrew is guaranteed adequate time for sound check and a minimum, but not limited to, sixty (60) minute set.

INTERNATIONAL TRAVEL

****To be discussed with Tour Manager during advance****

If the Engagement is to be performed outside the continental limits of the United States, PURCHASER Agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable Andrew, entourage, and their equipment to enter and leave the country of the Engagement and for Andrew and Andrew's performers to render their services hereunder.

PURCHASER shall cause the foregoing to be provided to Andrew (in writing) in a timely manner. To the extent, PURCHASER requests any information or documents from Andrew in connection therewith, such requests shall be in writing and shall be made in a timely manner.

MERCHANDISING

****To be discussed with Andrew during advance**

****DRESSING ROOMS**

****To be discussed with Andrew during advance****

PURCHASER agrees to provide one (1) large room for ARTIST and one (1) large room for the Band/crew (two rooms total). Both rooms shall be well-lit, clean, dry, heated and/or air conditioned with a shower, sink, toilet, AC outlets, and mirrors. Two (2) towels, two (2) hand towels, and a bar of soap are required in Andrew room, and

twelve (12) towels, twelve (12) hand towels, and soap are required in Band room. Also, whenever possible, an outside phone line is appreciated in each room.

Dressing rooms must be clean and ready for Andrew's use upon arrival time at venue. Dressing rooms must be capable of being locked with keys and presented to Andrew's Tour Manager upon arrival at venue. If locks are not available, a security guard must be present outside each room from the time of scheduled load-in until Andrew has left the grounds.

The relationship between Andrew and PURCHASER is that of an independent contractor.

Accordingly, nothing in this contract is intended, nor shall it be construed, to constitute the parties as a partnership, joint venture, employee/employer relationship, principle agent relationship, or other relationship, and neither party shall represent itself to third parties as such. Andrew shall not be liable in whole or in part for any obligation incurred by PURCHASER in carrying out its obligations hereunder.

RETURN OF CONTRACT

PURCHASER agrees to sign and return this Rider and Contract to Andrew within ten (10) days from the issue date of the Contract; otherwise, PRODUCER shall have the right to cancel the Engagement upon notice thereof without liability. PRODUCER'S failure to exercise its right to cancel the Engagement upon the completion of said ten

(10) day period should not be deemed a waiver of PRODUCER'S right to cancel the Engagement at any time thereafter.

MODIFICATION/ASSIGNMENT/MISCELLANEOUS

This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Rider and Contract (or any part thereof) may not be changed, modified, or waived except by a signed, written agreement of the parties. Nothing in this Rider or Contract shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over the services of Andrew or the Engagement. Whenever there is any conflict between any provisions of this Rider and Contract and any law, rule, or regulation, said law, rule, or regulation shall prevail, and this Rider and Contract shall be modified to the extent necessary to eliminate such conflict. This Rider and Contract may not be assigned without the written agreement of the parties; otherwise, any such attempted assignment shall be deemed null and void.

NOTICES/CONSENTS

All notices, consents, approvals, and the like given in connection with this Rider and Contract shall not be effective unless contained in writing, signed by the party giving same.

PARAGRAPH HEADINGS

Paragraph headings are used herein for convenience only and shall not be used to interpret this Rider.

AGREED AND ACCEPTED BY:

Purchaser _____ Date

2015 TECHNICAL RIDER

I. STAGE REQUIREMENTS

- A. THE STAGE: Stage shall be of safe, solid construction, and be level so as not to hinder free movement of equipment and personnel. Stage should be clear of any equipment not being used in conjunction with ARTIST'S show.
- B. MINIMUM STAGE DIMENSIONS: 15' width x 12' depth x 18" height. In addition, a minimum work area of 10' x 10' x 5' is required both Stage Left and Right (wings). Illuminated steps to be placed both Stage Left and Stage Right and a ramp placed at the rear of the stage. A toe-rail should run the outer edge of the up, left, and right sides of the stage.
- C. OUTDOOR SHOWS: The following requirements pertain to outdoor shows.
 - 1. A stage cover must cover complete stage, wings, and work areas at a height of 30' above stage. Cover shall be a professional seamless, waterproof roof.
 - 2. A house sound and lighting console covering must be 24' x 12' at a height of 8' above platform. In the event of a night show with no signs of rain, front of house covering should be removed.
 - 3. An adequate supply of visqueen must be made available in the event of rain.

D. UNSAFE CONDITIONS: Andrew shall have the right to refuse to perform if water is standing on stage or Andrew otherwise deems performance conditions unsafe. Despite such refusal to perform, PRODUCER shall pay full contracted price as shown on the face of contract.

II. MINIMUM POWER REQUIREMENTS

A. LIGHT POWER: 400 amps, 120 volts per leg, three-phase service that is used solely for lighting equipment

B. STAGE POWER: For Andrew consisting of two (2) 120-volt services, terminating into two (2) professional quality quad boxes. Services to be supplied by sound power and positioned on stage according to attached Stage Plot

C. GENERATOR POWER: If power is provided by generator, two (2) separate generators must be provided for lights and sound separately. Generators must be properly grounded with adequate fuel for operation from lighting company's load-in till post show load-out. A qualified technician must be onsite for the entire duration of both generators use.

D. SOUND SYSTEM: High quality horn loaded three-, four-, or five-way sound system capable of providing clear, undistorted, evenly distributed sound throughout the venue. System must be able to sustain musical program of frequencies from 20 Hz to 20k Hz (+ or - 3 dB) at a main level of 115 dB and handle peak levels of up to 110 dB, measured (c weighted) 75'-100' from front of stage.

E. AUDIO CLEAR-COM: Two (2) positions of intercom, house mix position, and stage monitor mix position. Clear-com flasher must be at eyelevel, visible to operator at each station. This system must be independent from the lighting intercom.

- F. HOUSE SNAKE AND SPLIT: House snake must be capable of sending stage inputs (40+) to house mix position and return sends to stage. Snake must be of a length (150'-250') to reach from stage to house mix by a path that meets house fire-code regulations. Splitter should have ground lift capabilities and at least 40 lines splitting to monitor console.
- G. SOUND LEVEL MAXIMUMS: House Engineer has the right to make decisions regarding appropriate Sound Pressure Levels at Sound check and during show.

VI. LIGHTING REQUIREMENTS

- A. LIGHTING CONSOLE: 60-channel lighting console with at least three scenes of pre-set and three separate programmable chases (Celco Gold and Avo are acceptable consoles). All lighting equipment should be patched to appear on the console's channels as indicated on the attached lighting plot. Backdrop is to be hung from upstage truss extending the length of the truss and from truss to stage.
- J. G. LIGHTING CLEAR-COM: Five (5) positions of intercom (independent from audio clear-com).

1. Lighting Console
2. Dimmer Racks
3. House Lighting Controls
4. Spot Light Operator #1
5. Spot Light Operator #2

EXISTING SYSTEMS/PLOTS: Venues with existing lighting systems may compromise above mentioned lighting system. All changes with system/plot must be approved in advance by PRODUCTION MANAGER.

PURCHASER/PRODUCTION COMPANY shall provide appropriate dimmer racks, cabling, rigging, and focusing crew for PRODUCER/ARTIST'S equipment. ARTIST'S Lighting Director shall have Full Creative Control over all aspects of the Lighting System throughout the duration of ARTIST'S performance including House Lighting. SEE ATTACHED STAGE PLOT FOR DETAILS.

VII. PURCHASER AGREES

A. PURCHASER AGREES that any sound and/or light companies, being independent or other, hired for Engagement shall be a professional, competent, and experienced Production Company with current quality equipment and properly insured for damage of equipment or personnel. It is understood that PURCHASER assumes full responsibility for any liability arising from physical/internal damage to equipment, life, or limb. PURCHASER also agrees that any such damages are not the responsibility of the PRODUCER or ARTIST and his or her crew.

B. RESPONSE REQUIRED: Any and all changes made to this Technical Rider by PURCHASER and/or any third parties directly involved with said Engagement (such as Production Companies) must be provided in writing to ARTIST'S Management for approval no later than 30 days prior to date of Engagement.

AGREED AND ACCEPTED BY:

Purchaser _____ Date

Many of these can be negotiated out of the rider BEFORE you sign on the dotted line. It is mandatory to show this paperwork to your production manager or company before you hire the band.