



2022-2023 ENGAGEMENT CONTRACT RIDER

RIDER TO CONTRACT No: _____ DATED: _____
BETWEEN _____ HEREINAFTER
REFERRED TO AS “PURCHASER” AND DOUBLE VISION – THE FOREIGNER EXPERIENCE,
HEREINAFTER REFERRED TO AS “ARTIST.”

Greetings!

We are looking forward to performing for you. Please adhere to this rider as closely as possible. If you should have any problems fulfilling our needs and requests, PLEASE do not hesitate to contact us so we can reach a mutually agreeable solution. DON'T WAIT! We are reasonable and care about the problems and issues you face regarding our show. We rely on you to bring these issues to our attention in a timely manner in order to help things run smoothly. Here is a list of contacts you may need to assist in advancing your show:

CONTACT INFORMATION

Band Leader: <i>(Primary Contact)</i>	Chandler Mogel	610-507-0166 brakethroo@gmail.com
Production Manager: <i>(Tech Advance)</i>	Scott Duboys	973-715-4746 monetmusicusa@gmail.com
Manager / Booking Agent: <i>(Contracts / Marketing / Publicity)</i>	Kathy Wagner Panzylor Entertainment	609-634-5998 kwagner@panzylor.com

1. BILLING

The official billing in all advertising should read: **DOUBLE VISION – THE FOREIGNER EXPERIENCE**. For all online or web promotion of the engagement, Purchaser is encouraged to link to and/or advertise Artist’s official website (www.doublevisiontheband.com) and/or facebook page (www.facebook.com/doublevisiontheband).

2. ADVERTISING

a) Purchaser agrees to use only those marketing assets (photos, videos, biographical information and other material) supplied by Artist. All marketing assets shall remain Artist’s property and shall be used only in connection with the promotion and publicity of the engagement hereunder.

b) **PROHIBITED ACTIVITIES:** Under no circumstances shall Purchaser engage in ANY of the following activities:

- (i) Use the name “Foreigner”, (with the sole exception of how the name Foreigner is used in the Company Supplied Promotional Materials) or any trademark or service owned by the Group Foreigner.
- (ii) Engage in any activity that is likely to cause confusion in the marketplace, or misleads the public, such that the public believes that the Group is the actual group “Foreigner” or any current or former member(s) of the group Foreigner either authorized, endorsed, sponsored, or is otherwise associated with the Group’s performance.
- (iii) Market, promote, or advertise the Live Engagement or the Group as solely a “Foreigner Show” or the like, or use or register any domain name that is confusingly similar to the Foreigner marks.

3. PARKING

Purchaser agrees to provide sufficient, secure, reserved parking at no cost to Artist within a reasonably convenient distance to the stage for a minimum period 4 hours prior to performance and lasting until 2 hours after the show for a 39-foot bus with 16-foot trailer, and few personal vehicles.

4. TRANSFERS

Purchaser agrees to provide all necessary ground transportation (to and from airport/hotel/venue) for all “fly in” contracts. Vehicle(s) must comfortably accommodate up to 8 persons with baggage/guitars.

5. ACCOMMODATIONS

Purchaser agrees to provide five (5) double-occupancy hotel rooms from the time of Artist’s arrival until departure. Hotels should be of a recognized national chain quality, such as Hilton or Holiday Inn, and should have a restaurant or be within walking distance of restaurants that serve meals throughout the day and evening, including breakfast hours. Details and confirmation numbers are to be provided to Artist no less than twenty one (21) days prior to date of engagement.

6. DRESSING ROOMS

Purchaser agrees to provide clean, climate-controlled, private dressing room(s) with Wi-Fi access suitable for 8 people with adequate seating, light, mirrors, a garbage can, restroom, and showers. Purchaser agrees to provide full size, clean bath towels for shower. (*Notification must be made to the Agent if showers are not onsite*). Purchaser agrees to provide adequate security personnel to ensure a common-sense level of privacy for Artist in dressing rooms(s) and backstage area before, during, and after the show. Dressing room(s) to be set up and ready when Artist loads in, and shall be for the exclusive use of DOUBLE VISION – THE FOREIGNER EXPERIENCE and not to be shared with any other Artists on the bill.

7. TOWELS

Purchaser to provide (7) clean, dry, medium-size, cloth towels for stage (black or dark color preferred). Towels should be placed in dressing room.

8. GUEST LIST

Purchaser agrees to provide at no charge to Artist, twenty (20) complimentary tickets (Artist will return any unused portion prior to performance, which may then be placed on sale to the public.)

9. PHOTO POLICY

DOUBLE VISION – THE FOREIGNER EXPERIENCE welcomes fans to take photos for personal use during a show as long as it is not obtrusive to other patrons. Any professional video recording must be cleared in advance. Handheld recording on personal devices for personal use is fine as long as, once again, it is not obtrusive to other patrons.

10. MARKETING ASSETS

Please note that promo / marketing materials and high resolution approved photos are available from Kathy Wagner at Panzyler Entertainment – kwagner@panzyler.com or 609-634-5998.

11. SOCIAL MEDIA

DOUBLE VISION – THE FOREIGNER EXPERIENCE is active on social media. Please “like” us on facebook (www.facebook.com/doublevisiontheband). We will be sure to link back to your venue and tag you in our posts. Official website: www.doublevisiontheband.com , Instagram: www.instagram.com/doublevisiontheband , Twitter: www.twitter.com/dvtheband .

12. HOSPITALITY (All following items shall be sufficient for nine (9) adults)

LUNCH: Upon load in and during set up of venue

Purchaser to provide – in Artist's dressing room(s) or Green room – a lunch style meal including, but not limited to the following:

- Deli tray consisting of fresh lean meats, along with condiments
- Wholegrain bread
- Veggie platter w/ dip
- Hummus
- Tortilla Chips and salsa
- Assorted snacks – pretzels, chips, etc
- One (1) small bottle of hot sauce (*Cholula or similar*)
- One (1) case of water (*room temp*)
- Soda – Coke, Diet Coke, etc
- Iced Tea
- Hot Coffee & Tea, Cream, Sugar
- Cups, napkins, utensils

****ALLERGY: Please bear in mind we have one (1) person with dietary restrictions; ONE MEAL is needed with absolutely **NO CHEESE AND NO SEAFOOD**. Thank you! ☺**

DINNER: Upon completion of sound check, prior to performance

Purchaser to provide a minimum of one (1) hot meal (a meal voucher, buffet, sit-down, or equivalent) for all persons in party with the band/crew.

- Dinner should be three (3) courses of healthy, low fat, fresh, hot foods consisting of lean meats or fish, and vegetables. The above should be accompanied with the following: a rice dish (brown or white), vegetables, a green salad, and bread or rolls.

PLEASE have all food & refreshments remain in dressing room until load out is completed at the end of the evening.

PLEASE NOTE: In the event that hospitality cannot be provided, Purchaser agrees to a cash buyout of \$10.00 per band/crew member for the afternoon meal, and \$20.00 per band/crew member for the evening meal (\$240.00 total), to be given to Tour Manager upon arrival at the venue. Thank you.

13. SECURITY

Purchaser is solely responsible, at his own expense, for providing security in connection with the Engagement, including, without limitation, the protection of the Artist, Artist's employees and agents, equipment, instruments, and patrons. Purchaser shall ensure that the stage is to be kept free of any persons other than those directly involved with the performance at all times.

14. MERCHANDISING

Purchaser agrees to provide minimum of one (1) eight foot (8') table, two (2) chairs, AC outlet, and a mutually agreeable lighted location in high traffic area to sell merchandise.

15. CONTROLLING AUTHORITY

Artist shall have the sole and exclusive control over the production, presentation, and performance of the engagement hereunder including, but not limited to the details, means and methods of the performance of the performing artists hereunder, and Artist shall have the sole right to make changes to the performing personnel.



TECHNICAL SPECIFICATIONS

LOAD IN / SOUNDCHECK

In a perfect world, we would appreciate having 4 hours for load in / soundcheck. Set-up and sound check can sometimes be completed sooner, but 4 hours is preferred and greatly appreciated.

POWER

Backline will need a minimum of 8 x 20 amp 110 volt supplies. Stage power must have no voltage neutral to earth.

BACKDROP

Please be advised we are traveling with a backdrop and will need assistance flying it. The fabric meets or exceeds the flammability standards set forth in the National Fire Protection Association specification # NFPA-701 and a Certificate of Flame Resistance is available upon request. **We have 2 sizes available: 20'x 9' and 30'x 16' – please let us know which size would be most appropriate for your venue.**

HOUSE CREW: SOUND, LIGHTS AND STAGEHANDS. TECHNICIANS MUST BE CONVERSANT IN THE HOUSE SYSTEMS.

1 In-house FOH engineer*

1 In-house lighting person*

*These 2 techs must be on call from load in until end of show

2 loaders (scheduled to arrive 30 min. Prior to load in and load out) 2 of these loaders will be required to work the show call in addition to the spot ops (if avail.).

LIGHTING

A cooperative house person to assist in the reconfiguration, patching and focus of our show using the equipment available.

Note: any equipment on lighting plot will be assumed and expected to be in good working order.

***DOUBLE VISION – THE FOREIGNER EXPERIENCE requires water based hazers.**

STAGE

A solid stage of not less than 32 feet wide by 24 feet deep should be provided for artist use. This stage must be free and clear performance area, and have no irregularities. The stage should be of one height throughout the entire performance area. If there are stairs for this stage, they must be secure and well lit. If the stage is an open stage, it must have railings or toe rails around the side and rear of the stage to avoid cases rolling off.

****IF OUTDOOR SHOW, Purchaser agrees to provide stage top and sufficient visqueen to thoroughly cover all equipment in event of rain.**

RISERS

We will require the following risers for our exclusive use:

Two (2) equal-sized, minimum 4ft x 8ft risers (one for keyboards, one for sax)

****Note: Double Vision travels with one (1) 6ft x 8ft drum riser (to be placed center, rear stage)**

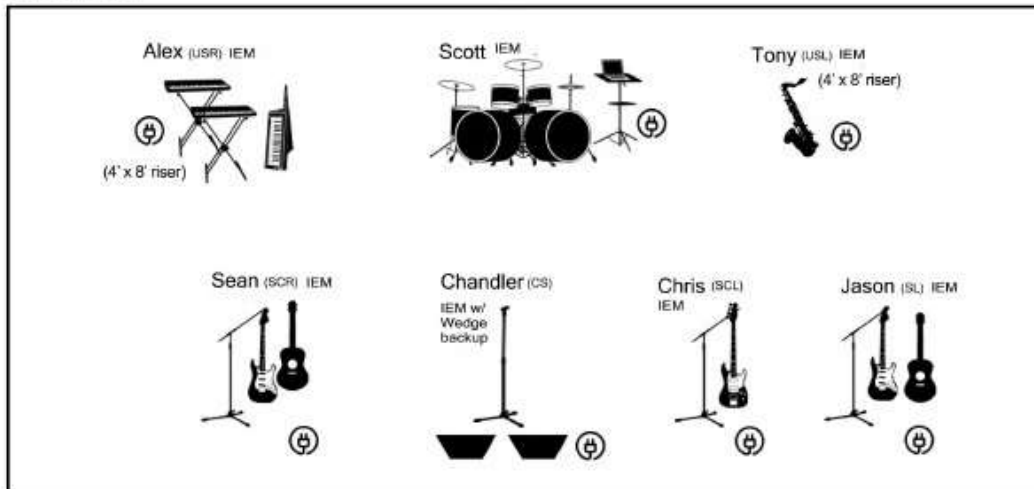
MIXING POSITION

Where available, the mix position should be no less than 50 ft and no more than 75 ft from the stage or sub line edge and center of the usable stage. Sound position should never be in a balcony, on a riser, or in a booth. The mix and lighting position should be barricaded.

DOUBLE VISION

THE · FOREIGNER · EXPERIENCE

STAGE PLOT



INPUT LIST

1	Bass Drum	12	Bass DI	23	Vox (SL 1)
2	Bass Drum	13	Electric Guitar (SL)	24	Vox (SL 2)
3	Snare	14	Electric Guitar (SR)	25	Vox (Center/Lead/Wireless)
4	High Hat (SL)	15	Acoustic Guitar (SL)	26	Vox (SR)
5	High Hat (SR)	16	Acoustic Guitar (SR)	27	Vox (spare)
6	Rack Tom 1	17	Keyboard Top (L)	28	Backing Vocal Tracks
7	Inactive	18	Keyboard Top (R)	29	Click track
8	Floor Tom 1	19	Keyboard Bottom (L)	30	Talk Back Mic
9	Floor Tom 2	20	Keyboard Bottom (R)	31	Audience Condenser (SL)
10	Overhead (SL)	21	Keytar	32	Audience Condenser (SR)
11	Overhead (SR)	22	Sax		

NOTES

Double Vision will supply our own In Ear Monitor system, Split Snake, DI's, Mics and Mic stands. Venue will provide XLR cables, backup monitor wedges, (see stage plot) tap into our splitter and wire stage. We will also need (2) 4' x 8' risers for Keyboard player and Sax player. (see stage plot) **Double Vision will supply 6' x 8' drum riser.** We will need power drops for every musician on stage. (see stage plot)

Please contact Scott Duboys regarding stage plot, input list or general equipment inquiries: 973-715-4746 / monetmusicusa@gmail.com Please contact Chandler Mogel with any other inquiries: 610-507-0166 / brakethroo@gmail.com Many, many thanks!

BACKLINE REQUEST*

(Please see Stage Plot / Input list as well)

*Only if purchaser/event is supplying backline, otherwise Artist is providing all backline instruments and equipment.

Singer:

- 1 – straight stand
- 1 – wireless mic
- 1 – backup mic

Guitars:

- 2 – Marshall half stacks (DSL 2000 or equivalent)
- 2 – double instrument stands or 4 single stands
- 2 – boom vocal mic stands

Bass:

- Ampeg SVT 8x10 bass rig or equivalent
- 1 – double instrument stand or 2 single stands
- 1 – boom vocal mic stand

Keyboards:

Yamaha Tyros 2 or 3 and Roland FA07 or RD300 or RD700 or equivalent. (one bottom and one top keyboard rig. Will need double keyboard stand) Will also need floor wedge monitor.

Drums:

- 1 – 24” bass drum
- 1 – 14” rack tom
- 1 – 16” floor tom
- 1 – 18” floor tom
- 1 – 6.5x14” brass snare drum or equivalent

Zildjian A series or Sabian A series cymbals or Paiste 2002 or signature series cymbals or equivalent in the following sizes:

- 1 – 22” rock ride
- 1 – 20” rock crash
- 1 – 18” rock crash
- 1 – pair of 14” rock hi hats

- 1 – dw 9000 bass drum pedal or equivalent
- 1 – Porter Davies Tactile monitoring drum throne or equivalent
- 1 – hi hat stand
- 2 – snare drum stands
- 2 – straight stands
- 1 – 8’x6’ carpeted riser

16. INDEMNITY AND INSURANCE

(a) Purchaser hereby indemnifies and holds harmless Artist (and their respective directors, officers, shareholders, employees, and representatives (collectively, the “Artist Indemnified Parties”) from and against any and all third party claims, liabilities, suits, damages, and expenses (including reasonable third party legal fees and expenses) suffered or incurred by the Artist Indemnified Parties as a result of Purchaser’s: negligence, willful actions or omissions, breach of this Agreement, or breach of Purchaser’s representations and warranties made herein.

(b) On the date of the contracted performance and through completion of Artist’s load-out, Purchaser agrees to provide comprehensive general liability insurance (including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of Artist’s performance, the installation and/or operation of the equipment and instruments provided by Purchaser and/or its employees, contractors, and agents). Such liability insurance shall be in the amount required for the venue, but shall in no case have a limit of under One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Purchaser agrees to name each member of DOUBLE VISION – THE FOREIGNER EXPERIENCE, Inexorable Productions LLC, and Panzyler Entertainment Group LLC as additional insured on above mentioned insurance policy. Purchaser also agrees to provide workers’ compensation insurance covering all of Purchaser’s employees and third-party contractors. Purchaser further agrees to provide all risk insurance coverage for all equipment provided by producer and/or its employees or contractors against fire, vandalizing, theft, or any other event causing loss or damage to said equipment. Purchaser further agrees to obtain, at his expense, all licenses, permits, certificates of insurance, and/or any other approvals required by any entity with jurisdiction or authority over or with respect to this engagement and will cause copies of such policies to be delivered to Panzyler Entertainment at least fourteen (14) days prior to engagement.

17. INDEPENDENT CONTRACTOR

It is agreed that Artist and Purchaser each signs this Agreement as an independent contractor and not as employee of the other. This contract shall not in any way be construed so as to create a partnership, employer/employee relationship, or joint venture between the parties, nor shall Artist for any reason by its signature hereof be held liable in whole or in part for any obligation of Purchaser or which may be incurred by Purchaser in its carrying out any of the provisions hereof or otherwise.

18. SICKNESS / ACCIDENT / FORCE MAJEURE

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, pandemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a “Force Majeure Occurrence”), it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party’s obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. Notwithstanding the foregoing, if Artist’s performance is prevented by a Force Majeure Occurrence, but Artist is present, willing, and able to render its services in accordance with the terms hereof, then Purchaser shall pay Artist the full amount of the Artist Guarantee. The parties acknowledge and agree that a virus outbreak in an area in close proximity to the performance venue shall not in and of itself be deemed a Force Majeure Occurrence, unless the US Department of Health and Human Services officially declares the virus to be an epidemic affecting the particular state in which the performance is scheduled to take place.



19. PAYMENTS AND DEPOSITS

Any deposit referred to in this contract is non-refundable except as applied in clause 18 of this rider. All payments on day of show MUST be made in CASH, COMPANY, or CERTIFIED check made payable to **Inexorable Productions LLC**.

In the event that compensation payable to Artist hereunder is measured in whole or part by a percentage of receipts, Artist shall have the right to set a limit to the number of free admissions authorized by Purchaser. If Purchaser is unable to accurately determine the number of persons admitted free, Purchaser agrees to accept as binding a reasonable estimate made by Artist’s representative. Furthermore, Purchaser agrees that at no time will the number of free admissions be in excess of 50 people.

20. CANCELLATION

Unless stipulated by the parties to the contrary, in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability by giving Purchaser written notice thereof at least forty five (45) days prior to the date of performance. In the event that Purchaser cancels the engagement less than forty five (45) days prior to date of engagement, Purchaser agrees to pay Artist the full guaranteed amount (100%) on face of contract. If Purchaser cancels the engagement more than forty five (45) days prior to date of engagement, Purchaser agrees to pay Artist one half (50%) of contracted amount. Artist shall have the right to terminate this Agreement without liability to Purchaser if Purchaser fails to sign and return the Agreement within ten (10) days of Purchaser’s receipt thereof.

21. REFUNDS

Purchaser agrees that **ALL TICKET SALES ARE FINAL**, with the exception of a cancellation or rescheduled date. No ticket refunds shall be issued unless the date of the engagement changes.

22. PURCHASER’S LIABILITY AND LEGAL AGE

The persons executing this Agreement on Purchaser’s behalf warrants their authority to do so, and such person hereby personally assumes liability for the payment of all compensation hereunder and the performance of all Purchaser’s obligations hereunder. Purchaser warrants s/he has the right to enter into this contract and is of legal age.

23. ARTIST’S AUTHORIZED SIGNATURE

This contract is not binding until duly executed by Artist.

We have made every effort to keep this rider as short as possible in order to insure that all terms can be adhered to. We appreciate your cooperation and are looking forward to a successful show.

AGREED AND ACCEPTED:

PURCHASER DATE

ARTIST REPRESENTATIVE DATE