2020 ENGAGEMENT CONTRACT RIDER

www.hollywoodnightsband.com

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

Booking / Management: Sean D. Gilday Office - (973) 928-3565 sean@blueravenartists.com

Production Advance: Rick Murphy (Band leader) Cell - (609) 405-7053 hollywoodnightsproduction@gmail.com

Publicity/Marketing: Kathy Wagner Office – (609) 634-5998 kwagner@panzyler.com

1. BILLING

The official billing in all advertising should read: <u>HOLLYWOOD NIGHTS – THE BOB SEGER EXPERIENCE</u>. For all online or web promotion of the engagement, Purchaser is encouraged to link to and/or advertise Artist's official website: <u>www.hollywoodnightsband.com</u>.

2. PARKING

Purchaser agrees to provide sufficient, secure, reserved parking within a reasonably convenient distance to the stage for a minimum period of 6 hours prior to performance and lasting until 2 ½ hours after the show for the following:

One (1) 45' tour bus with 14' trailer

Two (2) Personal vehicles for tour manager and agents

3. TRANSFERS

Purchaser agrees to provide all necessary ground transportation (to and from airport/hotel/venue) for all "fly in" contracts. Vehicle(s) must accommodate up to thirteen (11) persons with baggage/guitars.

4. ACCOMMODATIONS

Purchaser agrees to provide ten (10) 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, able to accommodate tour bus parking onsite, 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 21 days prior to concert date.

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5. DRESSING ROOMS

Purchaser agrees to provide a minimum of two (2) clean, climate-controlled, private dressing rooms with Wi-Fi access suitable for 9 people (one room for 2 females, one for 7 males) with adequate light, mirrors, a garbage can, restroom, showers, and 12 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 rooms to be set up and ready when Artist loads in.

6. <u>HOSPITALITY: 12 PEOPLE</u> (All following items shall be sufficient for 12 adults) 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 with mixed cold cuts (meats, cheeses), along with rolls/bread, condiments, salads, chips, etc. and bowl of fresh fruit
- Ginger Ale soda along with Gatorade or similar
- Two (2) cases of bottled spring water: One (1) on ice, and one (1) at room temperature
- Hot coffee, hot water, tea bags, honey, cream, sugar
- Cups, napkins, utensils

PLEASE have all of this food & refreshments remain in dressing room <u>until load out is completed at the</u> <u>end of the evening.</u> **PLEASE NOTE: In the event that hospitality cannot be provided for the afternoon meal, Purchaser agrees to a buyout of \$20.00 per band/crew member for the above meal.

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. Purchaser shall provide a hospitality representative to escort the band/crew to this location for dining purposes. The lead singer may or may not eat prior to performance. Please allow for his meal to be boxed up at the same time that the band/crew is dining.

**PLEASE NOTE: In the event that hospitality cannot be provided for the evening meal, Purchaser agrees to a buyout of \$30.00 per band/crew member for the above meal.

7. ON STAGE

Twelve (12) clean, dry, cloth hand towels (dark color preferred). Twelve (12) bottles of spring water.

8. GUEST LIST

Purchaser agrees to provide at no charge to Artist, twenty (20) complimentary VIP tickets. Seating must be acceptable and not limited view as judged by Artist. (Artist very rarely uses their entire comp allotment. Any unused portion may be placed on sale the day of the performance.)

9. PHOTO POLICY

Hollywood Nights 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.

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10. LOAD IN / SOUNDCHECK

In a perfect world, we would appreciate having a full 4 to 5 hours for load in / soundcheck. Set-up and sound check usually takes about 4 hours from start to finish.

11. BACKDROP

Please be advised we are traveling with a backdrop and will need assistance flying it. We have 2 sizes available: 10'x20' and 20'x40' – let us know which size would be most appropriate for your venue.

12. SOUND & LIGHTS / STAGING / PRODUCTION

Minimum stage dimensions: 24 feet wide x 15 feet deep.

Purchaser agrees to provide, at Purchaser's own expense, a sound system & lighting adequate for venue, all materials, all necessary stage and technical equipment, stagehands, loaders, qualified front of house AND monitor technicians for both sound check and performance, staging, rigging services, all necessary licenses, advertising, and publicizing, for each performance scheduled. Purchaser also agrees to accept responsibility for the theft of, and/or damage to any of Artist's property by any personnel furnished by the Purchaser. Please refer to stage plot and input list for equipment details.

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

13. SECURITY

Purchaser is solely responsible 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.

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. 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 shall have valid, current, and appropriate commercial general liability insurance with limits of no less than \$1,000,000 (US) per occurrence to cover its liability as noted above, and worker's compensation insurance for Purchaser's employees in accordance with legal requirements. As soon as reasonably possible after execution hereof, Purchaser shall provide Artist with a certificate evidencing the above insurance.

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16. 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.

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, 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. 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 thirty (30) days prior to the date of performance. 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.

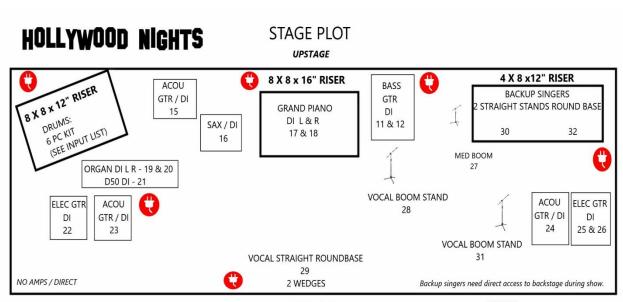
20. MARKETING ASSETS

Please note that promo / marketing materials and high resolution <u>approved photos</u> are available from Kathy Wagner: <u>kwagner@panzyler.com</u>.

21. SOCIAL MEDIA

Hollywood Nights is active on social media. Please "like" us on Facebook and follow us on Twitter (@hnsegertribute) and Instagram (#hollywoodnightsband). We will be sure to link back to your venue and tag you in our posts. Official website: www.hollywoodnightsband.com.

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			INPUT	T LIST	DOWNST	AGE		NOTES
CH.	Mic/DI	Phantom	Stand	CH.	Mic/DI	Phantom	Stand	BAND TO PROVIDE: 1. FOH desk with tech.
1. Kick In	Shure 91A	Υ	None	17. Piano Lt	DI	N	None	2. Mon board & I.E.M. system with tech.
2. Kick Out	Senn 421	N	Sm Boom	18. Piano Rt	DI	N	None	3. All Di & mics
3. Snare	Shure Beta 57	N	None	19. Organ L	DI	Υ	None	
4. Hi -Hat	Condenser	Υ	None	20. Organ R	DI	Υ	None	VENUE TO PROVIDE:
5. Rack Tom 1	Senn E604	N	None	21. D50	DI	N	None	
6. Rack Tom 2	Senn E604	N	None	22. El Git Roger	DI	N	None	1. (5) Boom stands, 1 med boom, 4 straight stands
7. Fl Tom 3	Senn E604	N	None	23. Ac Git Roger	DI	Υ	None	w/round bases, kick drum mic stand.
8 .Fl Tom 4	Senn E604	N	None	24. Ac Git Chris	DI	N	None	2. (2) monitors down stage center
9. OH FL Tom Sd	Shure SM81	Υ	Tall Boom	25. El Git Lt Chris	DI	N	None	3. (1) 8x8 drum riser (1) 5x8 piano riser (1) 4x8
10. OH Snare Sd	Shure SM81	Υ	Tall Boom	26. El Git Rt Chris	DI	N	None	vocal riser
11. Bass Aux	DI	N	None	27. Percussion	Condenser	Υ	Short Boom	4. Aux out from FOH to I.E.M. for intro from Mp3
12. Bass DI	DI	Υ	None	28. BUV Glenn	Shure SM58	N	Tri - Boom	The state of the s
13. Intro/TB/PB Lt	- Aux from FOI	H N	None	29. LV Rick	Wireless 58	N	St Stand R Base	player
14. Intro/TB/PB Lt	- Aux from FOH	H N	None	30. BUV Robin	Senn E945	N	St Stand R Base	5. All XLR cables & assist band in wiring stage.
15. Ac Git C Miley	DI	Υ	None	31. BUV - Chris	Senn E945	N	St Stand R Base	6. Assist band with hanging back drop.
16. Sax	DI	Y	None	32. BUV Terry	Senn E945	N	St Stand R Base	7. 32 Ch. XLR splitter.
								Production contact - Bob Leese 267-246-8806
								Rick Murphy 609-405-7053

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	DATF