



TOM COTTER RIDER

Please Note: The purpose of this rider is to ensure, for both the performer and buyer, a successful experience. If any of these conditions cannot be met, please call Headline Entertainment to discuss. Thank you.

1. DRESSING ROOM

Purchaser to furnish one clean, well fit, well ventilated, capable of being locked, star dressing room with full-length mirror for exclusive use of Artist. Purchaser shall provide an adequate quantity of diet coke, cold water, ice, nuts and/or healthy snacks.

2. ACCOMMODATIONS

Purchaser agrees to provide and pay for one (1) approved hotel room (Marriott level or better) for a **minimum of two (2) nights** (to include the night prior and night of performance) for all corporate, private, concert and conventional engagement and the duration of extended play engagements. This is very important as even when Tom arrive the day of the performance, he tends to arrive very early. Hotel must have a gym or exercise room or access to nearby.

3. LIGHT, SOUND AND STAGE EQUIPMENT

- A. An adequate sound system consisting of two (2) microphones (one (1) for back up) cord or cordless. One adjustable single microphone straight stand with round or rectangular metal base (no legs) plus two (2) stage monitors.
- B. Complete set of side wash stage lighting.
- C. Two (2) backless bar stools.
- D. Ice water in a glass to be set on stage.
- E. Although Tom can perform as clean as you like, no children can be present during show unless approved in advance in writing.

4. BILLING

Artist shall receive 100% sole star billing in all advertising and publicity, including but not limited to air time, newspapers and trade ads, flyers, posters, billboards, marquees, etc. Artist shall have the right of advance approval of all press and publicity in regards to this engagement.

5. FORCE MAJEURE

- A. Artist's obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, act of God, riots, strikes, labor difficulties, epidemics and any order of any public authority or any cause, similar or dissimilar, beyond Artist control.
- B. Provided Artist is ready willing and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof regardless of act of God, fire accident, riot, strike or any event or events of any kind of character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.

6. INCLEMENT WEATHER

Notwithstanding anything contained herein, inclement weather shall not be deemed a force majeure occurrence, and the Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Artist shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.



7. The specific capacity, gross potential, and ticket price breakdown of the facility where Artist is to perform under this agreement must be clearly printed on the face of the contract that this agreement is attached to.
8. Purchaser shall not commit Artist to any personal appearances, interviews or any other type of promotion without the prior written consent of Artist or Artist's management. There shall be no press parties or appearances before special groups set up, without the express permission of the Artist.
9. No part or segment of Artist's performance is to be reproduced, either through audio or visual means, without the express written permission of the Artist.
10. Artist shall have the sole right of approval of any and all acts and length of time of their performance, when he/she is the headliner. When more than one act is on a show, no intermission unless otherwise approved by Artist or Artist management.
11. ARTIST SHALL HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE TO CANCEL THE ENGAGEMENT IN THE EVENT ARTIST HAS BEEN RETAINED TO APPEAR IN ANY MOTION PICTURE, TELEVISION MOTION PICTURE, TELEVISION SERIES OR A SPECIAL AND/OR ANY LAS VEGAS, RENO TAHOE OR ATLANTIC CITY TYPE ENGAGEMENT, AND/OR ANY NATIONAL TOURS.
12. Artist to receive up to ten (10) complimentary tickets per show if requested. No complimentary tickets to be issued by the buyer without prior written permission from Artist management.
13. Corporate identification/ corporate sponsorship may not be displayed in any manner without prior written approval.
14. ABSOLUTELY NO ADVERTISING UNTIL FULL 50% DEPOSIT IS PAID, WITHOUT PRIOR WRITTEN APPROVAL FROM ARTIST MANAGEMENT.
15. Purchaser must start advertising of this engagement no less than thirty (30) days prior to play date.
16. Artist will make his/her own airline arrangements and notify purchaser of arrival time for airline pickup. In the event that Purchaser is responsible for the purchasing and arrangements of airfare for Artist, all departure and arrival times must be cleared with either the Artist, Artist Management, or Agent of record, no less than two (2) weeks prior to engagement. When traveling by air no connections unless otherwise approved.
18. Purchaser will provide and pay for all local ground transportation to and from the airport and between hotel and venue.
19. Purchaser shall insure proper backstage security and escort for Artist from dressing room and show area.
20. No food is to be served and no silverware is to be set up or taken away when act is on stage.
21. Tables and/or chairs to be set up close and tight to stage. If there is a dance floor and dancing is part of your program, if at all possible set chairs up on the dance floor for the comedy show and clear them away for dancing after.
22. No big, floral centerpieces on the tables. They interfere with sight lines for the audience and entertainer.



23. If an awards presentation or auction is part of your program, they must be presented after the entertainment - not before - unless agreed to in advance by Artist Management.

24. Shows must take place in an indoor venue unless approved in advance in writing by Artist Management.

25. Before taking the stage, Tom Cotter must be introduced by someone other than himself.

This rider together with the contract attached constitutes the entire agreement between the parties and shall not be amended, altered, canceled, or in any way changed except by an instrument of writing signed by the parties. The Purchaser is apprised and fully understands that all provisions of this agreement and compliance with all the Artist and that Artist shall have no obligation to perform and will not perform in the event all terms and conditions of this agreement are not adhered to. It is further understood that if Artist is ready to perform and does not do so because of Purchaser's breach, Artist shall be entitled to the full amount which would have been payable in the event of performance. The Provisions of this rider are supplementary to the basic contract and where there shall be a conflicting provision, the provisions of this rider shall prevail. This agreement shall be constructed in accordance with the laws of the State of New York applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of the Agreement, wherever derived, shall be resolved in New City in the State of New York in accordance with the laws of that state; in the event of any such dispute, either party may effect services of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in the State of New York and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the party by ordinary mail at the same time as the certified mailing. PURCHASER shall not have the right to assign this Agreement any provision thereof, but ARTIST shall have the right, from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in any part to any person, firm or corporation.

PURCHASER

ARTIST/ ARTIST MGMT