

# **BRAD STINE RIDER**

This Rider ("Rider") is attached to and made a part of the contract (the "Contract") between BRAD STINE ("Producer" and "Artist") and the purchaser of said services ("Purchaser") as defined on the face of the Contract in connection with Artist's performance(s) at the venue described therein (the "Venue" or the "Engagement"). To the extent this Rider conflicts with the terms and conditions contained in the Contract or in any other contract, the terms and conditions contained in this Rider shall control.

Producer and Purchaser hereby agree to the following additional terms and conditions:

## **1. BILLING / ADVERTISING**

Unless otherwise stated to the contrary in the Contract, Artist shall receive 100% sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over all advertising, promotions and sponsorship.

## **2. CANCELLATION**

Producer shall have the right, in its sole discretion, to cancel the Engagement without liability, by giving Purchaser notice thereof at least thirty (30) days prior to the start of the Engagement.

## **3. FORCE MAJEURE**

If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall include Artist or any member thereof.

## **4. INCLEMENT WEATHER**

Producer's obligations hereunder shall be excused and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price plus any percentage monies called for in the Contract.

## **5. STAGING**

Purchaser shall provide and pay for an adequate stage suitable for its intended purpose. Without limiting the generality of the foregoing, said stage shall be designed and constructed in order to accommodate Artist's production requirements including those contained in the attached Artist Production Rider (if any). If the Engagement is to be performed outdoors, Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Artist and their crew) from inclement weather and dangerous conditions resulting therefrom. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate.

## **6. CREATIVE CONTROL**

Producer shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers (including master of ceremonies and welcoming speakers) and their length of performance, stage sets, curtains, backdrops, 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 intermission (if any).

## **7. ANCILLARY RIGHTS**

### **a. RECORDING**

Purchaser agrees that Artist's performance hereunder, including any part thereof, shall not be broadcast, photographed, recorded, filmed, taped or otherwise reproduced in any form, by any method, for any purpose, without Artist's and Producer's prior written consent.

### **b. MERCHANDISING**

Producer, or its designee, shall have the sole and exclusive right, without obligation to any party, to sell and distribute merchandise of any kind at the Engagement. Unless otherwise agreed to in writing, Producer shall retain 100% of the gross receipts resulting from the sale of said merchandise. Purchaser shall provide, at its sole cost, well lit, secure, prime locations for merchandising.

## **8. SETTLEMENT**

Producer shall have the right to enter the box-office at any time (before, during and after the performance) to examine and make extracts from the box-office records of Purchaser relating to the gross receipts of the Engagement. Purchaser shall provide Producer with a written box-office statement (certified and signed by Purchaser) within one (1) hour following the Engagement.

## **9. COMPLIMENTARY TICKETS**

Unless otherwise agreed to in writing, Artist and Purchaser shall each have the right to receive not more than twenty five (25) complimentary tickets for each show.

## **10. INDEMNIFICATION**

Purchaser agrees to indemnify and hold harmless Producer and Artist and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.

## **11. 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 Producer shall be free of 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 on the face of the Contract) but shall apply to all other forms of taxes including, without limitation, any business occupations tax or any value added tax ("VAT").

## **12. CHOICE OF LAW AND FORUM**

This Rider and Contract shall be deemed made and entered into in the State of Tennessee and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The State or Federal courts located in Nashville, Tennessee shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts.

## **13. INTERNATIONAL TRAVEL**

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 Artist, entourage and their equipment to enter and leave the country of the Engagement and for Artist and Artist's performers to render their services hereunder. Purchaser shall cause the foregoing to be provided to Producer (or to such location as directed by Producer in writing) in a timely manner. To the extent Purchaser requests any information or documents from Artist or Producer in connection therewith, such request shall be in writing and shall be made in a timely manner.

## **14. INSURANCE**

Purchaser shall provide, at its sole cost, Commercial General Liability insurance covering any claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the Venue, but shall not be less than One Million U.S. Dollars (\$1,000,000) aggregate per occurrence and One Million U.S. Dollars (\$1,000,000) per event, placed with an insurance carrier acceptable to Producer. Said insurance shall be in full force and effect at all times Producer, Artist or any of their respective employees, agents or contractors (or any of their respective equipment) is or are at the Venue. Producer, Artist and each of their respective agents and employees shall be listed as additional insureds in connection with the foregoing insurance policies.

Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation insurance covering all of Purchaser's employees, subject to the requirements of the applicable state or foreign law.

Producer's failure to request, review or comment on such certificates shall not affect Producer's rights or Purchaser's obligations hereunder.

## **15. SECURITY**

Purchaser is solely responsible for providing security in connection with the Engagement. Accordingly, Purchaser shall provide and pay for adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, Producer, Artist (and each of their respective agents, employees, contractors and equipment) and patrons. The foregoing is in addition to any other security requirements of Producer contained in the attached Artist Production Rider (if any).

## **16. 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 other third party in connection with (i) the Engagement and (ii) Artist's / Producer's 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 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.

## **17. GENERAL REQUIREMENTS / PRODUCTION RIDER**

Except as otherwise agreed to by the parties in writing or as otherwise stated in the attached Artist Production Rider (if any), Purchaser shall provide, at its sole cost, all elements of the production as required by Artist including, without limitation, catering, dressing rooms, internal ground transportation, sound, lights and backline equipment.

If the Artist Production Rider is attached hereto, then said Artist Production Rider shall be made a part hereof and Purchaser agrees to fulfill or cause to be fulfilled, at its sole cost, all terms and conditions contained therein.

## **18. ADDITIONAL REPRESENTATIONS AND WARRANTIES**

Purchaser represents and warrants that: (i) it has the right and authority to enter into this Rider and Contract and to fully perform its obligations contained herein; (ii) it has the right to grant the rights granted herein and that Artist's / Producer's exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party; (iii) all goods, equipment and other materials provided by Purchaser (or at its request or direction) shall be safe, fully operational, and will not cause injury or damage to any person or property; and (iv) that all persons provided by Purchaser (including, its agents, employees and contractors) shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property. The undersigned warrant and represent that they are authorized to execute this Rider and Contract on behalf of the respective parties.

## **19. RETURN OF CONTRACT**

Purchaser agrees to sign and return this Rider and Contract to Producer's agent, Behind The Voice Agency, within ten (10) days from the date of the Contract or the specified due date; otherwise Producer shall have the right to cancel the Engagement upon notice thereof without liability. Producer's failure to exercise its right cancel the Engagement upon the completion of said ten (10) day period shall not be deemed a waiver of Producer's right to cancel the Engagement at any time thereafter.

## **20. MODIFICATION / ASSIGNMENT / MISC.**

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.

## **21. NOTICES / CONSENTS**

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

## **22. PARAGRAPH HEADINGS**

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

### **AGREED TO AND ACCEPTED:**

PURCHASER

BRAD STINE

By: \_\_\_\_\_

By: \_\_\_\_\_

## **BRAD STINE PRODUCTION RIDER**

### **DAY OF SHOW & TECHNICAL REQUIREMENTS**

The following items are requested as you plan your concert with BRAD STINE. Should there be a problem meeting any of the requirements listed, please contact MICHAEL SMITH & ASSOCIATES, 118 MEDFORD PLACE, FRANKLIN, TN 37064 PHONE (615) 794-5763 FAX (615) 591-5694.

1. Please contact Brad Stine (615) 294-4243 thirty (30) days in advance of show date to discuss day of show details.
2. A map of directions to the location of performance and his hotel will help BRAD STINE if he is driving and should be included in the return of the contracts. If travel is by air, please provide a representative to pick up BRAD STINE at the airport (please have a sign that reads BRAD STINE so that he can find them) and provide transportation to the concert site, hotel, and return to airport. This transportation should be made available for BRAD STINE and his road manager from the time he arrives until he returns to the hotel following the show. Please make hotel reservations close to venue and the equivalent of a Hampton Inn, etc.
3. Please have the performance area clear prior to Brad's arrival and provide a private dressing room free from any disruptions for him prior to his performance. Four (4) bottles of water and four (4) cans of Red Bull should be provided. Also, the dressing room should have a private restroom and a comfortable chair or sofa.
4. BRAD STINE will make a World Vision presentation during performance in an attempt to sponsor children.
5. Three tables are requested in the entrance of the auditorium for product sales with four volunteers available for assistance in table sales and distribution of materials AND two volunteers for World Vision information. These people are requested to be at the auditorium at least 1 hour prior to the concert.
6. Please give BRAD STINE a cash per-diem for \$50.00 per day upon his arrival.
7. A sound engineer who is familiar with your equipment being used will be necessary and should be available at least one (1) hour prior to the concert to mix sound and provide assistance with sound during the concert. The following professional audio equipment should be made available and "ready to go" when BRAD STINE arrives:
  - A. One (1) microphone on straight stand (preferably wireless, Shure SM 58 or equivalent) and backup microphone of similar quality. For wireless microphones, first-use new batteries must be used for the performance and new replacement batteries should also be available.
  - B. Main House system capable of delivering quality sound throughout the performance area with three (3) floor monitors.
8. Adequate stage lighting for the concert performance is required. The suggested lighting system would consist of a minimum of eight (8) 500 watt lighting instruments with color gels, and one (1) follow spot (preferably two (2)). Operators for the lighting equipment are also required.
9. Please clear all interviews and personal appearances you plan for BRAD STINE with MICHAEL SMITH & ASSOCIATES OFFICE, prior to BRAD'S arrival.

This rider and the specifications herein are deemed necessary to present the best possible performance and is a part of BRAD STINE contract as is fully set forth therein.

AGREED TO AND ACCEPTED:

PURCHASER

BRAD STINE

By: \_\_\_\_\_

By: \_\_\_\_\_