

WHOSOEVER SOUTH PRODUCTION RIDER

This rider is attached to and a material clause to the attached contract. In the event of a conflict between the printed contract and this rider, then this rider will control. Should you have any questions about any part of this rider, please address them as follows:

PUBLICITY / www.whosooversouth.com

INTERVIEW REQUESTS: Rowdy Eunice 912 223 0464

AGENCY: Pit Bull Productions, LLC.
292 Waynesville Rd.
Waynesville GA. 31566
912 223 0464

TOUR MANAGER:

1. **Billing:** Unless appearing as part of another show, Artist will receive 100% Headline billing in all advertising or promotion of the show.
2. Buyer warrants that he/she has the right to enter into this contract and is of legal age. Buyer needs to initial each page of this rider.
3. **Show Sponsorship / Presentation:** Please let tour manager know of any plans for sponsorship, co-sponsorship or presentation of the show, especially if it may involve a radio station, prior to confirming the Artist's participation in the promotion.
4. In the event this show is not presented due to inclement weather, Artist must still be paid in full, provided Artist is ready, willing and able to perform at the designated time as specified in the contract. Judgement of the weather's effect and ability to perform shall be at the Artist's sole discretion.
5. Should the cost of the ticket vary from the amount stated on the face of the contract, Buyer shall remit 100% of any excess per ticket to Artist. This clause shall also apply to free shows. ANY charge for admission must be stated accurately on contract face.
6. Please coordinate any requests for interviews or promotional appearances with tour manager prior to committing the Artist in any way.
7. Artist has the privilege of cancellation by giving thirty (30) days written notice to Buyer.
8. In most cases, Artist would like to sign autographs following their performance. One- 8' table and three chairs, security personnel to accomplish this would be appreciated. One 8' table and chairs in a well lit area with electrical outlet to be provided for MERCHANDISE SALES.
9. Recording, filming, broadcasting, telecasting, photographic reproduction or transmission of either audio or video of Artist's show, without prior written consent, is prohibited hereunder. Artist has the right to confiscate any and all tapes, films or recording made of Artist's show.
10. Buyer must make accessible a secured parking space for one (1) Full size SUV with trailer, as close as possible to the stage door, at no charge to the Artist.
11. Artist's tour passes will be honored as well as any other passes for backstage access. Should Artist be the headliner, the tour manager will need to approve any guest list. All efforts to keep backstage guests down as much as possible will be appreciated.
12. Buyer or authorized representative should be available at the venue from load-in through load-out.

Initials _____

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13. Artist shall have (10) of the top priced tickets available to them at no cost to use at their sole discretion.
14. **Accommodations:** Buyer will provide at no cost to Artist a minimum of (2) hotel rooms on a date. Types of rooms to be advanced with tour manager. Hotel should have food within walking distance or in the hotel. Hotel must have parking for a full sized SUV with trailer.
15. Buyer will provide the services of two **(2) loaders** to be available to work at the direction of Artist's representative from load-in through load-out, at no cost to the Artist.
16. On fly dates buyer will provide at no cost to Artist a **sober driver** with vehicle to transport the band members **to** and **from** the hotel. The driver should be available at load in through load out.
17. Buyer to provide two (2) private dressing rooms. These rooms should be clean, dry, well lit, heated or air conditioned and securable. The room should have a private lavatory supplied with soap, running hot & cold water, mirrors and adequate towels for three (3) people. The keys to the door locks must be available to Artist's representative at load-in and security personnel available at stage call. Buyer must provide, at no cost to Artist, one (1) security person to be positioned at Artist's vehicle upon arrival through departure.

18. CATERING REQUIREMENTS:

A. AT LOAD-IN

1. One (1) 12 pack coke. Please use 12oz cans.
2. One (1) 12 pack Mountain Dew.
3. Deli tray for (6) people with white and Multi-grain bread and condiments
4. Small jar of peanut butter & jelly with bread
5. Snacks (chips, nuts, M&M's, etc.)
6. One (6-PAK) "SMALL CANS" pineapple juice
7. One (1) case of bottled water non-carbonated
9. Assorted fruit (orange/apple/grape, etc).
10. Please plan to provide a hot catered meal for band and crew (6) people. Time TBD.
11. Four (4) fresh washed hand towels for stage.

19. STAGE REQUIREMENTS:

- A. **Clubs:** Minimum 20' x 20' exclusive of sound wings
- B. **All other situations:** Minimum of 24' x 20' exclusive of sound wings
- C. **All outdoor stages to have waterproof covering and side drops to cover complete staging area.** Side drops are necessary to prevent wind or blowing rain from wetting stage and equipment.
- D. In the event Artist should have to fly to perform this engagement, Buyer will provide, at no cost to Artist, all stage equipment necessary to perform. The tour manager will supply this information as the date is advanced.

SOUND REQUIREMENTS:

20. Please contact Tour Manager at your **earliest** convenience to advance. It's **never** too early!
- A. Professional, first-class, high quality is mandatory. NOTHING HOMEMADE
 1. Mixing board with 5 dedicated inputs main house console. Midas, Soundcraft, Yamaha PM-4000 or Yamaha M7 CL.
 2. Four (4) band EQ per channel, 1/3 octave per channel in the house and monitors (stereo)
 3. House effects to be provided consist of:
 - a. One (1) digital delay (such as Roland SDE 3000, TC D2, TC2290)
 - b. One (1) digital reverb (such as Yamaha SPX-990, Lexicon PCM 81 or 91)

- c. Three (3) compressor limiters (Drawmer, KT, BSS or equal)
4. Three way (tri-amp) speaker system with adequate amplifiers to cover venue and deliver 120 dB at 100'.
5. Three (3) wireless microphones (AT 3000 series or better) and boom stands for vocals. Artist may supply their own microphones for their sole use.
6. Two quality Direct Input boxes (Countryman Type 85 or equivalent) for stereo track input.
7. Three (3) matched bi-amped floor wedges with adequate amplification and power. 1/3 octave EQ for each mix is required.
8. One (1) music stand or small table for positioning an Ipad to control tracks. Our tracks are controlled from the stage.

- B. All efforts to secure a sound check prior to opening the doors to the public will be most appreciated.
- C. Buyer shall provide, at no cost to Artist, experienced sound and light technicians to operate all mixing consoles and light board. This should include a qualified lighting designer.
- D. All stagehands, loaders, engineers, sound and lighting personnel shall report to tour manager at load-in and work at his discretion for Artist's portion of the show.

21. **LIGHTING REQUIREMENTS:**

- A. Minimum of two (2) truss systems with sufficient light to wash the stage a minimum of 4 colors.

22. **CONCESSIONS:**

- A. Artist shall have the sole and exclusive right, but not obligation, to sell merchandise bearing his name and likeness at no cost to Artist. **Please provide one (1) 8' table, 3 chairs.** One (1) EZ Up tent for outdoor events. Buyer shall provide adequate space with proper security for Artist's designee to vend such materials and Buyer agrees that Artist's designee shall, as he/she may require, have access to any hall facilities and any areas adjacent to the venue.
- B. There shall be no charge to Artist by Buyer, or anyone else, for the sale of concessions.

23. **SETTLEMENT, TICKETS, TICKET COUNTS, ETC:** Should any part of Artist's compensation be based on box office or ticket sales, all methods of ticketing, accounting, manifests and settlement will be at the sole discretion of Artist and Artist representative. Artist and representatives will have unlimited access to box office, ticket outlets and information in any case before, during and following performance. Buyer agrees to make necessary arrangements to accommodate this requirement.

24 **FORCE MAJEURE:** Artist's obligation to furnish the entertainment unit referred to herein is subject to prevention by sickness, inability to perform, accident by means of transportation, Act of God, riots, labor difficulties, epidemics and any act or order of any public authority of any cause, similar or dissimilar, beyond Artist's control.

25. **INTERNATIONAL TRAVEL:** In the event the place of performance is outside the continental limits of the United States, Buyer agrees to procure, at his sole expense, for Artist and entourage, a licensed, bonded customs broker and other documents of any nature whatsoever necessary or usually obtained to enable Artist to render his services hereunder. Also, Buyer shall be responsible for and indemnify and hold Producer and Artist harmless from and against all local, municipal, country or government taxes, fees or levies on all income earned by Producer, Artist or Artist's employees while in the country or countries covered by this contract.

26. **This engagement is not firm and no advertising can be done until the agreement and rider are fully signed and executed by all parties. Any attempt to advertise or sell tickets prior to execution by all parties will be at Buyer's own risk and may be considered, in the discretion of the Artist, a breach of the agreement as well as a contract alteration which will permit, but not require, Artist to take any action provided for under this agreement.**

27.Nothing in this agreement should be construed to create a partnership or any relationship between Buyer and Producer or Artist beyond this one contracted engagement. Artist and Artist's services are being retained by mutual agreement on an independent contractor basis. Buyer cannot assign the rights herein without prior written consent of Artist.

28.Buyer shall indemnify and hold Artist, it's licensees, agents and any affiliate, harmless from and against any and all liabilities, claims, demands, costs, expenses, losses and damages (including reasonable attorney fees) arising out of or in connection with any bodily injury or death hereunder (unless the same is caused by the willful conduct of Artist). Buyer represents and warrants that it presently carries public liability and property damage insurance with sufficient limits to adequately insure against the risks assumed and obligations undertaken by Buyer under this paragraph. Buyer agrees to have Artist named as additional insured on its policy and provide Artist's agency with a copy of the policy as well as the endorsement / certificate.

29.CONTRACT ALTERATION:

- A. It is hereby understood and agreed that the Buyer shall not add to, delete from or make any alterations in the Agreement or Rider without prior communication and written agreement from Artist's agency. Any attempt to alter this agreement by Buyer will act as a waiver of all rights of purchase but will leave all liabilities of Buyer in place.
- B. This agreement cannot be assigned to any person, firm or corporation.
- C. Under no circumstances will the venue be changed or moved without written consent of Artist or agency. Any attempt to violate will be considered a contract alteration.

AGREED & ACCEPTED BY:

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BUYER

ARTIST/Pit Bull Productions LLC
f/s/o Whosoever South

BUYER (please print name)

DATE OF SHOW

DATE

WHOSOEVER SOUTH STAGE PLOT

Input List

- 1 Sarah Vocal
- 2 Rowdy Vocal
- 3 Mike Vocal
- 4 Track Left
- 5 Track Right

