

# Lindsey Benedict RIDER

## **PURPOSE**

This rider is designed to enhance our ministries, not detract from them. It is laid out in a way to help you, or any of your employees organize their thoughts and plans as the concert date approaches. Please keep in mind that the concert agreement rider, along with its proposed changes, is due back the same day as the contract and deposit. Any questions regarding this rider should be directed to LINDSEY BENEDICT Ky [lindsey@lindseybenedict.com](mailto:lindsey@lindseybenedict.com) 615-678-9354

## PROMOTION

PURCHASER agrees to promote the scheduled performance(s) on such mediums as television, radio, newspapers and other print media, and will use its best efforts to obtain calendar listings, feature articles, interview of the ARTIST, reviews of the performance and ARTIST'S records in local major and alternative newspapers, radio, and television programs. PURCHASER shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising.

## PUBLICITY PHOTOGRAPHS

The PURCHASER is *required* to use only photographs (and other promotional material) approved by ARTIST'S management for publicizing the engagement. Use of photographs (and other promotional material) will be utilized from the ARTIST'S website [www.LindseyBenedict.com](http://www.LindseyBenedict.com) and/or her Facebook Page. ARTIST's name or likeness may not be used as an endorsement of any product or service nor in connection with any commercial tie-up without ARTIST's prior written consent.

## CLIPPINGS

As a special request, ARTIST Management asks that PURCHASER please forward copies of clippings, reviews, advertising, a posters to ARTIST.

## BILLING

ARTIST shall receive one hundred percent (100%) sole exclusive bill in any and all advertising and publicity when appearing as the sole act. When ARTIST is accompanied by other musicians, ARTIST shall receive prominent billing, and shall close the show at each performance during the engagement, unless specifically provided otherwise in writing. When headlining, ARTIST shall have the right of approval of any and all other acts in the show, their set times, and set lengths. It is understood that this is a self-contained performance and there shall be no other presentations, announcers, speakers, guest artists, multimedia presentations, etc, without having this cleared through Management prior to the performance date.

## RECORDING

a) Video recording is not permitted during ARTIST'S performance, unless approval is obtained from ARTIST management, in writing, prior to the show. Personal video cameras and cell phones and other mobile devices are included in this prohibition. Please take the necessary action to insure that unauthorized video or audio taping does not take place.

b) PURCHASER agrees that any portion of ARTIST'S show shall not be used in any form on the Internet or for rebroadcast without explicit written approval (Live streaming, MP3 files, QuickTime, Facebook, etc.).

### OUTDOOR / INCLEMENT WEATHER

Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and 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 reserves the sole right to determine in good faith whether any such weather conditions shall render performance(s) hazardous, impossible, or unsafe. In the event of an outdoor concert, canvas tarps/plastic sheeting must be available to cover all areas of the working stage, mix locations, and the equipment; it is extremely dangerous to work on a stage that is damp after rain.

### PAYMENT

It is agreed that the ARTIST signs this agreement as an independent contractor and not as an employee. ARTIST shall have exclusive control over the means and methods employed in fulfilling each obligation of ARTIST hereunder, in all respects and in all details. This contract shall not, in any way, be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto.

All deposits shall be made by Money Order, Cash, Cashier's Check or Company Check, **made to *Behind the Voice Agency*** unless otherwise specified herein. Deposits and Advance payments shall be sent to AGENT upon verbal agreement to book PERFORMANCE Event. The balance due payments shall be settled with the ARTIST/ ARTISTS Manager prior to the end of the performance and paid via Money Order, Cash, Cashier's Check or Company Check to the ARTIST.

For shows based on percentages, a complete, accurate, and detailed written final statement of account with respect to all ticket sales, together with payment in cash and/or cashier's check of any percentages and the balance of the guaranteed honorarium shall be submitted to the ARTIST/ ARTIST Manager no later than one hour after the show begins. Please have all receipts available for inspection.

To the extent permitted by applicable law, nothing in this contract shall ever be construed so as to interfere with any duty owing by any ARTIST performing hereunder to the American Federation of Artists pursuant to its Constitution, By-Laws, Rules, Regulations and Orders.

PURCHASER shall pay all costs of any additional ARTISTS as may be required by any jurisdictional authority, other than those ARTISTS furnished as part of the ARTIST's regular group.

### WITHHOLDING

If PURCHASER is required by state or local law to make any withholding or deduction from the ARTIST fee specified in the attached contract, the PURCHASER shall furnish to ARTIST a copy of the pertinent law governing said deduction when returning this Agreement. PURCHASER agrees to pay all amusement taxes and sales taxes.

### INSURANCE

PURCHASER agrees to obtain any and all necessary personal injury and property damage liability insurance with respect to the activities of ARTIST on the premises of PURCHASER or at such other location where PURCHASER directs ARTIST to perform. PURCHASER agrees to indemnify and hold ARTIST harmless from any and all claims, liabilities, damages, and expenses for injury, damages, or death to any person, persons, or property, including attorney's fees, demands, suits, or costs of whatever nature, arising from any action, activity, or omission of PURCHASER or third

parties, except for claims arising from ARTIST'S willful misconduct or gross negligence. At least ten (10) days prior to date of performance, PURCHASER shall provide to ARTIST Management a copy of PURCHASER'S policy of insurance indicating coverage of a minimum \$1,000,000 for personal injury and property damage, naming ARTIST as an additional insured for the date of performance.

### DRESSING ROOMS / MEETING ROOMS

The ARTIST's needs for dressing rooms are very critical to the quality of the event. All dressings rooms need to include (or be very close to) mirrors, restrooms, and a sink(s). If there are no counters in these rooms, there will need to be a 6 or 8 foot table in each room.

- a) PURCHASER shall provide at least one (1), and if a band is included in the PERFORMANCE AGREEMENT, at least two (2) clean, lockable dressing room(s), large enough to comfortably accommodate six (6) band members.
- b) PURCHASER agrees to be solely responsible for the security of all items in the dressing room area(s), and shall keep unauthorized people from entering said area.
- c) Please supply some bottled water in the dressing rooms. Hard candy, mints, gum, cough drops, snacks, etc. are great appreciated.
- d) These rooms should be clearly labeled and if difficult to locate, please post signs pointing to their locations from the ARTIST entrance areas and the stage. ***THE PRIVACY OF THESE ROOMS IS VERY IMPORTANT.***

### ARTIST'S PROPERTY

PURCHASER shall be responsible for any theft or damage to the equipment of ARTIST that may occur during the time that the equipment is located on PURCHASER'S premises.

### COMPLIMENTARY TICKETS

PURCHASER agrees to make up to (20) complimentary tickets available to ARTIST. These seats should be located approximately ten (10) rows back. The ARTIST/ ARTISTS Manager will release unused comp tickets within one week of performance so that the PURCHASER may release those tickets for sale to the public. A list of ARTIST comp tickets/guests will be provided to the PURCHASER the day of the performance so that they may be held at will-call.

### MERCHANDISING

ARTIST shall have the option to sell albums, videos, books, and/or merchandising material at the performance and shall retain 100% of the proceeds of such sales.

- a) ARTIST has sole right to merchandise all products pertaining to ARTIST at no expense to the ARTIST, excluding normal hall and vending fees agreed upon in advance by ARTIST Management in writing. PURCHASER will not, nor will PURCHASER allow, any other party to sell or distribute merchandise bearing name, likeness, or logo of ARTIST, before, during, or after concert date.
- b) PURCHASER will provide at its sole expense, one (1) person to sell ARTIST'S products. These individuals should be available thirty (30) minutes prior to doors opening to receive product and information at the merchandise area, and be available for at least one (1) hour after the show ends. The ARTIST/ ARTISTS Manager or other designated person will conduct and set up merchandise area.
- c) PURCHASER will provide the following equipment for ARTIST merchandising (to be placed in the merchandising area one hour before doors open for performance):

(i) One (1) eight foot (8') table for ARTIST products.

(ii) One (2) 110V electrical outlets within 10 feet of product table.

d) Merchandising shall be displayed in a prominent area of the foyer or lounge leading from the facility entrance to the performance area. No other sale or distribution of nonfood items will be allowed on, in, or near the concert area.

## STAGE

If ARTIST is performing WITH A BAND:

The *preferred* stage size is at least thirty-two feet (32') wide by twenty-four feet (24') deep, and preferably four feet (4') high.

a) Stage must be accessible to performers in a manner other than through the audience. Whenever possible, stage should be no farther than fifteen feet (15') from the audience.

b) The stage needs to be clear of any and all items (chairs, plants, other equipment, scenery, etc.). If permanent obstructions exist, please note them prior to arrival.

## POWER

PURCHASER agrees to provide at least 4 multiple outlet locations of 20 amps single phase and 120 volts each on stage to accommodate ARTIST'S equipment.

## SOUND SYSTEM

PURCHASER agrees to provide a complete professionally installed and maintained sound system or a temporary production sound system including all monitors and monitoring systems.

The ARTIST and BAND LEADER will work with the sound engineer and other venue personnel to control sound pressure level, house lighting levels and climate control. Notify the ARTIST immediately regarding any local restrictions such as sound pressure limit.

## STAGE LIGHTING

ARTIST prefers to be "well lit." If you can accomplish this adequately with the lights that you have in your venue, then that will be sufficient. If you have any concerns in regards to lighting, please feel free to address them with the ARTIST.

## HOUSE MUSIC

Prior to the performance and immediately following the end of the concert, the sound engineer will play recorded music that is appropriate for creating and maintaining an atmosphere conducive to the success of the concert as guests are seated and as they leave the concert venue.

## WORLD MISSION

Lindsey Benedict represents WORLD MISSION (2900 Wilson Avenue SW, Suite 110, Grandville, MI 49418,

<http://www.worldmission.cc> ) at all events, unless specified by the PURCHASER at the time of entering into this contractual agreement. During performances at churches and related venues, typically there will be a brief presentation (10 minutes) during the performance, which allows for the World Mission pitch. No other organization of this type may be presented from the stage without written approval from ARTIST's management. During this presentation a video is shown utilizing a video projection system. When applicable, PURCHASER shall provide at least one (1) projection screen/scrin and other necessary equipment to use for all video needs. ARTIST will provide all content on DVD or USB thumb drive. ARTIST has full discretion over any and all video presented during the event. At all venues, ARTIST will have World Mission promotional materials and merchandise displayed.

### PERSONNEL

PURCHASER agrees to provide the following personnel to operate equipment:

- (1) Stage Manager
- (1) Lighting Director
- (1) Sound Engineer

### LOAD-IN & LOAD-OUT

In order to maintain an efficient schedule, ARTIST prefers that PURCHASER have two (2) able-bodied males to assist with load-in, set-up, and tear-down of artist's gear and merchandise. ARTIST will usually arrive at least two hours prior to Event start time unless a specific load-in time has been determined. We would prefer the same helpers who load-in stay and assist with load-out. As a gift for their help, we encourage the PURCHASER to provide complimentary concert tickets as well as a meal or snacks.

### LEGAL WARRANT

PURCHASER warrants that he/she has the right to enter into this contract and is of legal age.

IT IS EXPRESSLY AGREED THAT Jan Smith (Name of Agent) ACTS HEREIN AS AGENT FOR ARTIST AND IS NOT RESPONSIBLE FOR ANY ACT OF COMMISSION OR OMISSION ON THE PART OF EITHER ARTIST OR PURCHASER. IN FURTHERANCE THEREOF AND FOR THE BENEFIT OF ABOVE LISTED AGENT AGREED THAT NEITHER PURCHASER NOR ARTIST WILL NAME OR JOIN ABOVE LISTED AGENT AS A PARTY IN ANY CIVIL ACTION OR SUIT ARISING OUT OF, IN CONNECTION WITH OR RELATED TO ANY ACTS OF COMMISSION OR OMISSION PURSUANT TO THIS AGREEMENT BY EITHER PURCHASER OR ARTIST.

### CONFIRMATION

This agreement is entered into by the undersigned parties for the purpose set forth herein. The PURCHASERs signature acknowledges he/she is in agreement with all information contained in this contract, including the Total amount of compensation and the rider(s) and no other verbal agreements have been made. This agreement shall not be deemed complete and ARTIST shall not be obligated to comply with the terms hereof, until this agreement is received by **Lindsey Benedict** fully executed and accompanied by nonrefundable deposit(s).

This contract cannot be assigned or transferred without the written consent of ARTIST. It contains the complete understanding of the parties hereto and may not be amended, supplemented, varied or discharged, except by an instrument in writing. The validity, construction and effect of this contract shall be governed by the laws of the State of Tennessee, regardless of the place of performance. This contract is not binding upon the parties until executed and delivered to the ARTIST or their designee. The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

**CANCELLATION**

In the event PURCHASER cancels this agreement with written notice (including via email) of the cancellation at least ninety (90) days prior to the date of the performance, PURCHASER will be required to pay only one-half (1/2) of total due to ARTIST as outlined in this PERFORMANCE AGREEMENT. Notwithstanding the foregoing, in the event PURCHASER cancels this agreement with *less than* ninety (90) days written notice, PURCHASER agrees to pay the total due to ARTIST as outlined in this PERFORMANCE AGREEMENT in full and within ten (10) business days following PURCHASER cancellation notice. ARTIST shall have the right to cancel this agreement without any further obligations to PURCHASER, provided the ARTIST provides written notice of such cancellation to PURCHASER due to extenuating circumstances or at least ninety (90) days prior to the date of the performance. In the event of sickness of or accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies beyond the control of ARTIST, it is understood and agreed that there shall be no claim for damages by either party to this contract and ARTIST obligation as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, the monies (if any) advanced to ARTIST hereunder, shall be returned on a pro-rata basis. Inclement weather rendering performance impossible or infeasible shall not be deemed an emergency and payment of the agreed upon compensation shall be made notwithstanding; provided, however, ARTIST is ready, willing and able to perform pursuant to the terms hereof.

If, on or before the date of any scheduled performance, PURCHASER has failed, neglected or refused to perform any contract with any other artist or performer for any earlier engagement, or if the financial standing or credit of PURCHASER has been impaired or is unsatisfactory, ARTIST shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement by verbal or written notice to PURCHASER to that effect, and in such event, ARTIST shall retain any amounts theretofore paid to ARTIST by PURCHASER.

**EXECUTION**

We understand that this is an enormous amount of information to read and comprehend as you prepare for this event. Lindsey Benedict desires to bring a high quality, uplifting, and inspiring experience to every concert/ event. All of the details within this agreement are designed to make this event run as smooth as possible. Contact us if you have any questions or concerns and **please know that we are extremely excited to be working with you, and greatly appreciate this opportunity!**

I, the undersigned, have read and understand the contents of Lindsey Benedict’s PERFORMANCE AGREEMENT and RIDEF and do accept the responsibility of fulfilling all the requirements therein.

**PURCHASER**

**ARTIST**

\_\_\_\_\_  
Signature of PURCHASER

\_\_\_\_\_  
Lindsey Benedict

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date