

## **Contract/Rider: A FLOCK OF SEAGULLS**

THIS RIDER IS AN INTEGRAL PART OF ALL **Mike Score's** CONTRACT/RIDER. . . . .  
YOU NEED NOT SIGN THIS RIDER. BY SIGNING THE ATTACHED CONTRACT YOU AGREE TO THE  
TERMS OF THIS RIDER.

### **PAYMENT:**

- (1). PURCHASER AGREES TO HAVE BOX OFFICE STATEMENTS, TICKET MANIFEST AND ALL OTHER  
RECEIPT'S PERTAINING TO CONCERT AVAILABLE TO ARTIST(S) PRIOR TO PERFORMANCE  
THE DAY OF SHOW.
- (2). IN CASES WHERE THE ARTIST(S) IS PAID ON A PERFORMANCE BASIS, PURCHASER AGREES TO  
GIVE ARTIST OR ARTIST(S) REPRESENTATIVE THE RIGHT TO ENTER BOX OFFICE ANY TIME,  
DURING OR AFTER THE PERFORMANCE, TO EXAMINE AND MAKE EXTRACTS FROM THE BOX OFFICE  
RECORDS OF PURCHASER RELATING TO THE GROSS RECEIPTS OF THE ENGAGEMENT.
- (3). PURCHASER SHALL NOT ALLOW MORE THAN 5% OF THE HOUSE IN GUEST PASSES OR  
COMPLIMENTARY TICKETS WITHOUT PRIOR CONSENT  
**NOTE:** BALANCE OF GUARANTEE, PLUS PERCENTAGE PAYMENT IF ANY, TO BE PAID IN  
CASH U.S. CURRENCY ONLY NO LATER THAN FORTY-FIVE (45) MINUTES AFTER SET.
- (4). IN THE EVENT THAT THERE ARE ANY LOCAL UNION CHARGES IN CONJUNCTION WITH THIS  
ENGAGEMENT, PURCHASER AGREES TO ASSUME COST IN CONJUNCTION THERE WITH. PURCHASER  
ALSO AGREES ANY FINANCIAL RESPONSIBILITY FOR WORK VISA'S, IMMIGRATION COSTS, AND  
LOCAL/STATE TAXES. Visitor visas are not acceptable.

### **PROMOTION & PUBLICITY:**

- (1). ARTIST(S) RESERVES THE RIGHT OF APPROVAL OF ALL RADIO, TELEVISION, AND NEWSPAPER  
OR MAGAZINE ADVERTISING MADE IN CONJUNCTION WITH THIS PERFORMANCE. ARTIST(S)  
IS HAPPY TO PROMOTE THE ENGAGEMENT **SCHEDULE PERMITTING.**
- (2). PURCHASER WILL NOT PERMIT THE RECORDING OR BROADCASTING, AURAL OR VISUAL, OF  
ANY KIND WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF ARTIST(S) OR AGENCY.
- (3). PURCHASER AGREES TO USE PHOTOS, GRAPHICS & LOGOS PROVIDED BY ARTIST(S) OR AGENCY  
FOR PROMOTIONAL PURPOSES. ALL ADVERTISING/PRINT MUST BE SUBMITTED FOR APPROVAL  
NO LESS THAN (3)THREE WORKING DAYS PRIOR TO PRINTING. NO PRESS/PHOTOGRAPHERS  
WILL BE ADMITTED UNLESS APPROVED (7)SEVEN WORKING DAYS PRIOR TO EVENT BY ARTIST(S)  
OR AGENCY.

### **ADVERTISING:**

- (1). ADVERTISING MUST READ AS FOLLOWS **(1) A FLOCK OF SEAGULLS**  
NO OTHER'S WILL BE ALLOWED. WHEN HEADLINING ARTIST MUST RECEIVE 100% BILLING.

### **TECHNICAL REQUIREMENTS:**

- (1). PURCHASER SHALL SUPPLY A HIGH QUALITY SOUND SYSTEM AT NO EXPENSE TO ARTIST(S)  
WITH AT LEAST (24) MICROPHONES, A THIRTY-TWO (32) CHANNEL MIXING CONSOLE AND AN  
ADEQUATE MONITOR SYSTEM CONSISTING OF (32) CHANNELS AND(8)EIGHT SEPARATE SPEAKER  
WEDGES POWERED BY A SEPARATE MIXING CONSOLE CAPABLE OF A MINIMUM OF (6)SIX  
SEPARATE DISCRETE MIXES. THE SOUND SYSTEM MUST BE ABLE TO PROVIDE 110 DB AT  
THE REAR OF THE VENUE AND MUST COMPLETELY COVER THE ENTIRE VENUE.(IT NOT AS  
MUCH ABOUT BEING LOUD AT THE FOH AS IT IS ABOUT HIGH QUALITY COVERAGE OF THE  
VENUE MIXES. MINIMUM STAGE SIZE REQUIRED 28FT X 20FT. (1) DRUM RISER 8FT X 8FT.
- (2). PURCHASER SHALL PROVIDE AT NO EXPENSE TO ARTIST(S) A PROFESSIONAL SOUND ENGINEER  
CAPABLE OF ASSEMBLING AND OPERATING THE SOUND SYSTEM.
- (3). PURCHASER SHALL PROVIDE AT NO EXPENSE TO ARTIST(S) AN ADEQUATE LIGHTING SYSTEM/  
AND ENGINEER TO RUN THEM.

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**GENERAL INFORMATION**

- (1) SOUND CHECK WILL BE **(3)THREE HOURS** PRIOR TO PERFORMANCE UNLESS OTHERWISE SPECIFIED AND OR APPROVED BY ARTIST(S).
- (2) PURCHASER SHALL PROVIDE **(2)TWO** LOADERS TO BE ON HAND FOR "LOAD IN" AND OUT"
- (3) PURCHASER SHALL PROVIDE A CLEAN, PRIVATE WELL LIGHTED DRESSING ROOM WITH A LARGE BRIGHTLY LIT MIRROR, (1) AC OUTLET, HOT & COLD RUNNING WATER AND ADEQUATE SPACE FOR DRESSING. THIS DRESSING ROOM SHALL BE LOCKABLE AND THE KEY SHALL BE MADE AVAILABLE TO ARTIST(S) REPRESENTATIVE UPON ARRIVAL FOR SOUND CHECK.
- (4) IF EVENT IS OUT SIDE A ROOF OR CANOPIED MUST COVER THE STAGE AND OR ARTIST(S).
- (5) ARTIST(S) SHALL RECEIVE A **(20)TWENTY** PERSON GUEST LIST AND BACK STAGE PASSES.
- (6) ARTIST(S) MAY DO (1) 70M SET ANY ENCORE IS AT THE FULL DISCRETION OF THE ARTIST(S).
- (7) ARTIST(S) SHALL BE GRANTED THE RIGHT OF APPROVAL OF ALL SUPPORTING ACT(S).
- (8) **MERCHANDISING:** ARTIST SHALL HAVE THE RIGHT TO SALE 80/20 SPLIT, BUT NOT THE OBLIGATION TO SELL MERCHANDISE AT THE VENUE. ARTIST RESERVES THE RIGHT TO CONFISCATE ANY UNAUTHORIZED OR 'BOOTLEG' MERCHANDISE THAT MAY BE FOR SALE IN THE VENUE OR ON THE VENUE PREMISES WITH THE HELP OF THE VENUE.
- (9) IN THE EVENT OF CANCELLATION BY PURCHASER OF THE ABOVE MENTIONED DATE ON PAGE (1) OR THE BREACH BY PURCHASER OF ANY TERMS OR CONDITIONS OF THIS LETTER OF AGREEMENT, THE ARTIST(S) WILL NOT BE REQUIRED TO PERFORM AND DEPOSITS/MONIES ARE NON-REFUNDABLE TO PURCHASER, BALANCE OF CONTRACT IS DUE TO ARTIST(S) AND TO BE PAID BY PURCHASER UPON DEMAND, PURCHASER ASSUMES ALL LIABILITY: 1)ALL LEGAL FEES AND COURT COSTS DUE TO THE BREACH OF THIS CONTRACT BY PURCHASER. 2)ALL LEGAL FEES FOR ALL PARTIES INVOLVED IN BREACH OF THIS CONTRACT BY PURCHASER.
- (10) ARTIST(S) SHALL HAVE THE RIGHT TO CANCEL THIS ENGAGEMENT BY FAX OR MAIL WITHOUT LIABILITY: 1) UPON WRITTEN NOTICE TO PURCHASER, NO LATER THAN **(30)THIRTY DAYS** PRIOR TO THE ENGAGEMENT. 2) DUE TO THE EVENT THERE HAS BEEN SECURED FOR ARTIST(S) A COMMITMENT FOR A MOTION PICTURE, A SERIES OR TV. SPECIAL, A MAJOR NETWORK GUEST APPEARANCE, **OTHER CANCELLATIONS** DAY OR WEEK OF PERFORMANCE. ACT OF GOD, INJURY, SICKNESS, RIOTS OR ANY UNEXPECTED TRANSPORTATION BREAK DOWN. IF CANCELLATION IS DUE TO ANY OF THE REASONS LISTED IN **(10)** THE ARTIST(S) CAN DO A MAKE UP DATE **SCHEDULE PERMITTING** IF BOTH PARTIES CAN NOT AGREE UPON A NEW DATE DEPOSIT/MONIES WILL BE RETURNED IN **(30)THIRTY DAYS** TO PURCHASER.
- (11) **NOTE:** EVEN IF THERE PRESENTLY EXISTS A VERBAL OR SIGNED CONTRACT IN THE EVENT THE ARTIST(S) CANCELS, THE AGENCY SHALL BE HELD HARMLESS IN THIS EVENT. ARTIST(S) MAKES THE FINAL DECISION FOR ANY AND ALL PERFORMANCE DATES.
- (12) TECHNICAL RIDER/STAGE PLOT/LIGHTING/AND HOSPITALITY WILL BE ADVANCED NO LESS THAN **(14)FOURTEEN DAY'S** PRIOR TO PERFORMANCE IF NOT ALREADY RECEIVED.
- (13) THESE RIDER REQUIREMENTS CAN BE MODIFIED IF NECESSARY BY CONTACTING ARTIST(S) NO LATER THAN **(14)FOURTEEN DAYS** PRIOR TO PERFORMANCE. ANY TECHNICAL QUESTIONS CONTACT ROB G. JUAREZ @ **(310) 542-0903** ARTIST(S) REQUIRES SPECIFIC DIRECTIONS TO THE VENUE TO BE ACCOMPANIED WITH DEPOSIT AND SIGNED CONTRACT/RIDER AS MENTIONED EARLIER IN THIS CONTRACT/RIDER.

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**GENERAL INFORMATION CONTINUED**

- (14) **INCLEMENT WEATHER:** ARTIST(S) WILL BE PAID IN FULL ACCORDING TO CONTRACT IF SHOW IS CANCELLED DUE TO ADVERSE WEATHER HOT OR COLD CONDITIONS, **NO EXCEPTION.**
- A) A ROOF OR CANOPIED MUST COVER THE STAGE AND OR ARTIST(S).
  - B) THE BAND WILL NOT PERFORM OUTDOORS IN TEMPERATURES BELOW 60 DEGREES, DECISION TO CANCEL OR MOVE THE PERFORMANCE IN DOORS WILL BE LEFT TO THE DISCRETION OF THE ARTIST(S)
  - C) ARTIST(S) WILL AGREE TO MOVE THE PERFORMANCE INTO AN INDOORS LOCATION ONLY IF NOTIFIED (8) EIGHT HOURS PRIOR TO ARTIST(S) PERFORMANCE.
  - D) IF PURCHASE OF TALENT DOES NOT HAVE A SUITABLE INDOOR LOCATION, ARTIST(S) MUST BE PAID IN FULL, **NO EXCEPTION**
- (15) **BOARDER CROSSING:** PROMOTER OR TALENT BUYER AGREES TO TRAVEL WITH THE ARTIST(S) TO BE A LIAISON BETWEEN ARTIST(S) AND VENUE THIS IS A MUST IF VENUE IS IN A NONE ENGLISH SPEAKING COUNTRY. LIAISON MUST ALSO MAKE SURE ARTIST(S) HAVE A SAFE ARRIVAL BACK AND FORTH FROM HOTEL TO VENUE AND BACK TO HOTEL. LIAISON MUST ALSO MAKE SURE ARTIST(S) HAVE A SAFE TRIP BACK AND FORTH ACROSS INTERNATIONAL BORDERS.
- (16) **AIR TRANSPORTATION: (WHEN REQUIRED):** IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT FOR ANY VENUE WHICH REQUIRES TRANSPORTATION BY FLIGHT, PURCHASER SHALL PROVIDE SIX (6) NON STOP FLIGHTS TO DEPART FROM CITIES OF ARTIST'S CHOICE. AND RETURN TO THE CITIES OF ARTIST'S CHOICE IT IS ALSO UNDERSTOOD THAT FOR INTERNATIONAL ENGAGEMENTS, PURCHASER WILL PROVIDE SEVEN BUSINESS CLASS TICKETS ON A NON STOP FLIGHT ORIGINATING FROM CITIES OF ARTIST'S CHOICE. AIRLINE TICKETS MUST BE NON-RESTRICTED AND REFUNDABLE. TICKETS MUST BE IN ARTIST'S POSSESSION NO LATER THAN SEVEN DAYS PRIOR TO ENGAGEMENT. ALL AIRLINE RESERVATIONS MUST BE PRE-APPROVED BY ARTIST'S MANAGEMENT.
- (17) **GROUND TRANSPORTATION: (WHEN REQUIRED):** IT IS AGREED THAT PURCHASER SHALL PROVIDE AT HIS / HER SOLE EXPENSE FIRST CLASS GROUND TRANSPORTATION, (I.E., 2 FIFTEEN PASSENGER VANS, ONE FOR BAND AND CREW AND ONE FOR BAND EQUIPMENT.) GROUND TRANSPORTATION WILL BE MADE AVAILABLE FOR BAND CREW AND EQUIPMENT TO AND FROM AIRPORT, HOTELS, SOUND CHECK, RADIO AND PROMOTIONAL EVENTS.
- (18) **HOTELS (WHEN REQUIRED):** PURCHASER SHALL PROVIDE ARTIST AND ENTOURAGE WITH SIX (6) HOTEL ROOMS, ALL SINGLE KING, TWO (2) OF THEM SMOKING. ALL MUST HAVE WIRELESS OR WLAN INTERNET SERVICE IN EACH ROOM, REFRIGERATORS AND MICROWAVE OVENS. ALL MUST BE MADE AVAILABLE TO ARTIST IN THE MORNING 9:30AM DAY OF THE ENGAGEMENT. HOTEL MUST BE AT LEAST A FOUR STAR HOTEL (I.E., EMBASSY SUITES, MARRIOTT, HILTON, SHERATON, HYATT OR A FACILITY OF EQUAL QUALITY.) HOTELS MUST BE IN A SAFE AREA OF TOWN AND MUST BE NO FURTHER THAN TWENTY MINUTES FROM THE VENUE. ARTIST MAINTAINS THE RIGHT TO CHANGE HOTELS AT THE SOLE EXPENSE OF THE PURCHASER IF THE HOTEL PROVIDED IS DEEMED UNSUITABLE FOR ARTIST.

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- (19) **INSURANCE:** PURCHASER OF TALENT AGREES TO HAVE COMPREHENSIVE INSURANCE, GENERAL LIABILITY (INCLUDING WITHOUT LIMITATIONS COVERAGE TO PROTECT AGAINST ANY AND ALL INJURY TO PERSON(S) AND PROPERTY, PURCHASER FURTHER AGREES TO PROVIDE FULL ALL-RISK INSURANCE COVERAGE FOR ALL EQUIPMENT AND INSTRUMENTS PROVIDED BY PRODUCER AND/OR IT'S EMPLOYEES, CONTRACTORS AND AGENTS AGAINST FIRE, VANDALIZATION, THEFT, RIOT, OR ANY OTHER OF EVENT CAUSING HARM OR DAMAGE TO, OR LOSS OF LIFE INSTRUMENTS AND EQUIPMENT PROVIDED. THE PURCHASER WARRANTS THAT HE OR SHE HAS COMPLETE AND ADEQUATE PUBLIC LIABILITY INSURANCE. THIS CERTIFICATE MUST BE PRODUCED TO ARTIST(S) OR ARTIST(S) REPRESENTATION UPON REQUEST, **NO EXCEPTION.**
- (20) **SECURITY:** PURCHASER AGREES TO PROVIDE AT PURCHASER'S SOLE EXPENSE, SUFFICIENT SECURITY PERSONNEL NECESSARY TO INSURE COMPLETE SAFETY AND PRIVACY TO ARTIST AND CREW FROM THE TIME OF ARTIST'S ARRIVAL TO ARTIST'S DEPARTURE FROM PURCHASER'S PREMISES. (PURCHASER'S PREMISES SHALL MEAN THE PLACE WHERE ARTIST'S PERFORMANCE TAKES PLACE INCLUDING BUT NOT LIMITED TO, VENUE, DRESSING ROOMS, BOX OFFICE AND PARKING LOT.) PURCHASER AGREES TO PROVIDE AMPLE SECURITY PERSONNEL CAPABLE OF INSURING THE SAFETY OF THE ARTIST'S STAFF, CREW AND EQUIPMENT FROM THE BEGINNING OF LOAD IN UNTIL THE ARTIST'S CREW HAS LEFT THE PREMISES.
- (21) **ARTIST PERFORMANCE:** AT NO TIME DURING OR PRIOR TO THE ARTIST(S) PERFORMANCE MAY THE PURCHASER OF TALENT DICTATE OR ALTER THE ARTIST(S) SET LIST.
- (22) AT NO TIME MAY THE TALENT BUYER OR PURCHASER GO DIRECTLY TO THE ARTIST OR ARTIST'S TO BOOK ANY FUTURE ENGAGEMENTS AFTER THE COMPLETION OF THE ABOVE MENTIONED DATE

**Contract/Rider/Hospitality A FLOCK OF SEAGULLS**  
**Catering/Dressing Room**

**EVENING MEAL BETWEEN 4:00 PM & 7:00 PM**

HOT SIT DOWN MEAL FOR (09) NINE, PLEASE NO PAPER PLATES OR CUTLERY / NO FAST FOOD!  
(4) FOUR CHOICES FOR DINNER, (1) CHICKEN AND PASTA (2) STEAK, POTATO, COOKED VEGGIES, DINNER ROLL  
(3) DOUBLE CHICKEN BREST, FLAVORED RICE, COOKED VEGGIES AND DINNER ROLL (4) ONE BEING  
VEGETARIAN (FISH IS ACCEPTABLE) ALL CHOICES MUST COME WITH DESSERT NEW YORK CHEESE CAKE WITH  
STRAWBERRY TOPPINGS. IF DINNER IS A BUY OUT, NO LESS THAN A \$15.00 US DOLLARS PER PERSON IS  
REQUIRED.

**DAY MEAL BETWEEN 10:30 AM &- 2:00 PM**

IF LOAD IS BETWEEN 10:30 AM- 2:00 PM DAY OF SHOW TWO (2) MEALS FOR EACH ARTIST(S) ARE REQUIRED  
HOT SIT DOWN MEAL FOR (09) NINE , PLEASE NO PAPER PLATES OR CUTLERY / NO FAST FOOD!  
(5) FIVE CHOICES FOR LUNCH, (1) CHICKEN AND CHEESE SANDWICHES (2) STEAK AND CHEESE SANDWICHES,  
(3) BARBEQUE CHICKEN AND CHEESE PIZZA (4) ALBACORE CHUNK TUNA (BREAD - WHITE, WHEAT, SOURDOUGH)  
(5) VEGETARIAN (FISH IS ACCEPTABLE), PASTA SALAD, POTATO SALAD, CHIPS, CONDIMENTS AND AN  
ASSORTMENT OF BEVERAGES. ALL CHOICES MUST COME WITH DESSERT. IF LUNCH IS A BUY OUT, NO LESS  
THAN A \$12.00 US DOLLARS PER PERSON IS REQUIRED.

**PURCHASER SHALL ALSO PROVIDE (2) TWO HOURS PRIOR TO PERFORMANCE IN DRESSING ROOMS/  
BACKSTAGE AREA THE FOLLOWING IS A MUST.\*\***

**No. AMT.**

- (01) 04 QUARTS MIXED JUICES APPLE, ORANGE, PINEAPPLE, CRANBERRY (ON ICE) \*\*
- (02) 01 POT OF FRESH HOT COFFEE CREAM & SUGAR (ON ARRIVAL) \*\*
- (03) 01 - HOT KETTLE OF WATER AND ASSORTED FLAVORS OF TEA W/ HONEY, (ON ARRIVAL) \*\*
- (04) 18 32 FL OZ BOTTLES OF GATORADE ASSORTMENT OF FLAVORS (ON ICE) \*\*
- (05) 24 32 FL OZ BOTTLES OF WATER W/ SPORTS SPOUT I.E. ARROWHEAD, EVIAN (ON ICE) \*\*
- (06) 01 DELI TRAY FULL SELECTION W/ CHEESE, ROLLS MUSTARD, MAYO/BEST FOODS , FIXINGS FOR (9)
- (07) 01 TRAY OF FRESH CUT MIXED FRUIT (LARGE AMOUNT) FOR (9)
- (08) 02 1 PINT BOTTLES SAN PELLEGRINO SPARKLING WATER (ON ICE) \*\*
- (09) 02 CASES OF BEER (48) BOTTLES (24) CORONA W/ CUT LIME FRESH WEDGES (24) COORS LIGHT , (ON ICE) \*\*
- (10) 01 BOTTLE OF SKYY VODKA\*\* 01 BOTTLE OF CROWN ROYAL\*\*
- (11) 02 BOTTLES OF MALIBU RUM \*\* 01 SOUTHERN COMFORT \*\*
- (12) 01 BOTTLE OF CHAMPAGNE (ON ICE) \*\*
- (13) 03 SIX PACKS OF SODAS MIXED (ON ICE) \*\*
- (14) 02 PACKS OF TORTILLA CHIPS ( 1 ) JAR OF TOSTITOS ALL NATURAL SALSA CHUNKY STYLE . ( ON ARRIVAL) \*\*
- (15) 18 CANS OF RED BULL OR ROCK STAR ENERGY DRINK (ON ICE) \*\*
- (16) 01 ASSORTMENT TRAY OF COOKIE'S
- (17) 01 BOTTLE OF VITAMIN C
- (18) 20 FRESHLY WASHED CLEAN HAND - BLUE, GREEN TOWELS "NO WHITE PLEASE (WE SWEAT ON STAGE) \*\*
- (19) 04 DURACELL 9 - VOLT BATTERIES \*\* 20 DURACELL AA BATTERIES \*\* (for wireless microphones /gear )
- (20) 01 ASH TRAY \*\*
- (21) 01 TRASH CAN \*\*

**(22) MISC. RIDER IF ANY.**

DATE: / /

X \_\_\_\_\_  
**PURCHASER/VENUE/PROMOTER SIGN AND RETURN**

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**MISCELLANEOUS IN ANY**

**01 ONE RUNNER WITH A WORKING CAR AND MOBIL PHONE WILL BE PROVIDED BY PURCHASER OF TALENT**

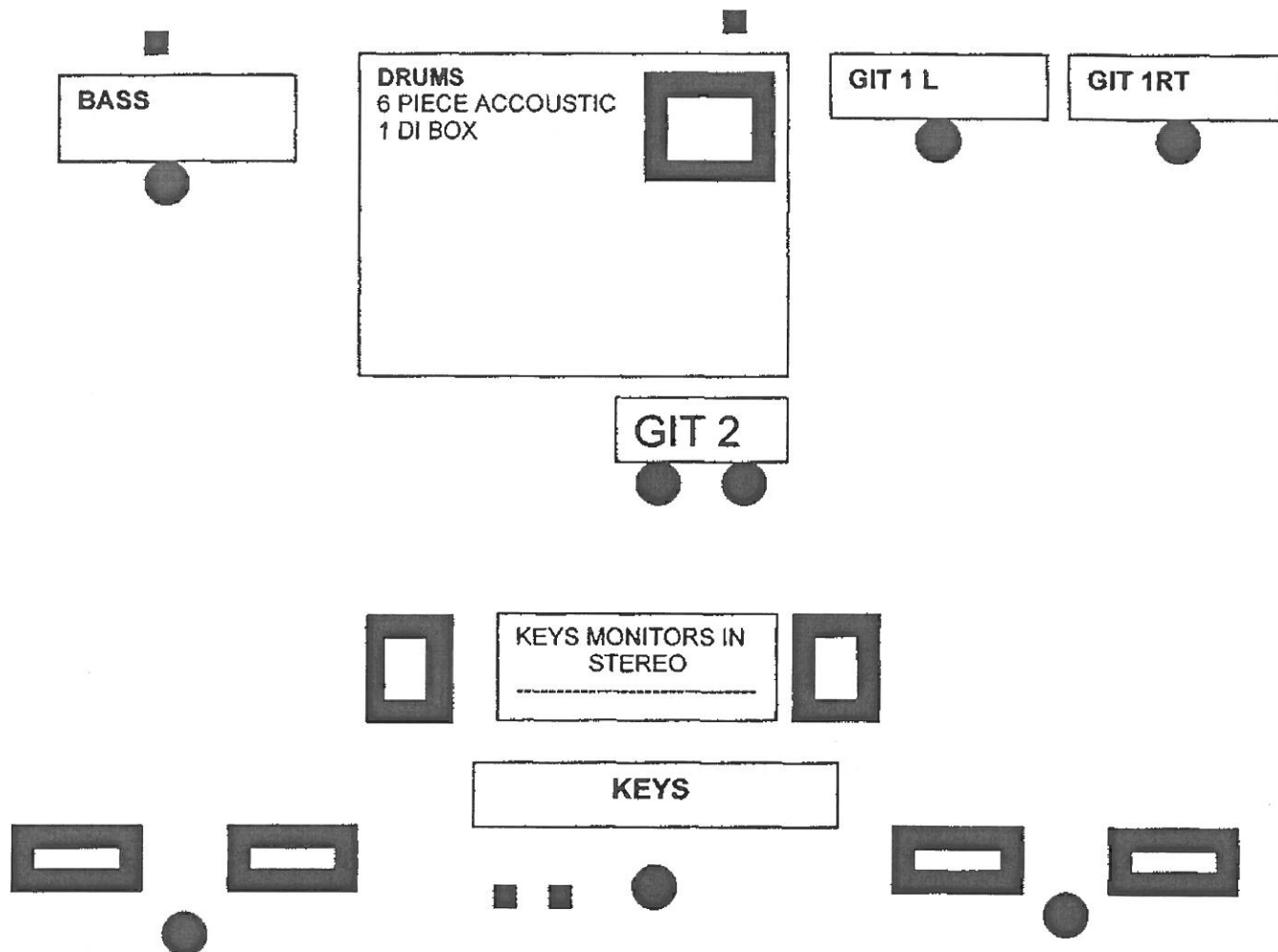
# A FLOCK OF SEAGULLS

## BackLine Requirements

### If BackLine Is Required The Following Is Needed

- 02 JMC 900 HEADS ( Stereo Mix )
- 02 MARSHALL 4X12 CABS ( Stereo Mix )
- 01 SVT BASS RIG
- 01 JC 120
- 01 DW OR YAMAHA DRUM KIT (Must Have Full Hardware And New Skins )
- 07 D.I. 's
- 01 ULTIMATE KEYBOARD STAND

Artist Requires A Minimum Of 6 (Six) Discrete Mixes and Front Of House Mix



# A FLOCK OF SEAGULLS

## STAGE PLOT

● MIC

■ DI

□ MONITORS

A FLOCK OF SEAGULLS – REQUIRE A MINIMUM OF 5 MONITOR MIXES BUT 8 WOULD BE PREFERABLE

BOTH GUITAR RIGS ARE STEREO AND THE KEYBOARDS ARE STEREO

THERE ARE 3 VOCAL MICS ACROSS THE FRONT

THE DRUMS KIT IS A SIX DRUM ACOUSTIC , OVERHEADS ARE REQUIRED AND ONE DI BOX

BASS REQUIRES MIC AND DI

FOR QUESTIONS CALL MIKE SCORE 321 633 4143  
321 243 0001