

# LOU GRAMM

SOLO RIDER APRIL 18, 2019

TOUR MANAGER / TRAVEL / HOSPITALITY:  
Bob Golino, [Bobg4021@gmail.com](mailto:Bobg4021@gmail.com), (585) 721-1544  
Assistant Tour Manger, Matt Grammatico (585) 748-1274

Rider to Contract Dated: \_\_\_\_\_ between High Mileage, INC. P/S/O Lou Gramm  
(hereinafter referred to as ARTIST) and \_\_\_\_\_ (hereinafter  
referred to as PURCHASER) covering the engagement at (venue and address)

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This rider is part of the attached contract for a performance by HIGH MILEAGE, INC. P/S/O LOU GRAMM. By signing, PURCHASER agrees to the terms and conditions of this Rider. Any breach of the terms of this Rider is a breach of the contract and may cause ARTIST to refuse to perform without releasing PURCHASER from the obligation to pay contracted fee.

**PERFORMANCE:** ARTIST will perform a show (length to be determined) including: **top 10 hits** and additional **top 40 hits**. ARTIST is a **Songwriters Hall of Fame (2013)** inductee. ARTIST has sold over **80 million records**.

**SHOW BILLING:** The following, approved billing must be used for all Lou Gramm marketing materials, advertising, displays, etc. associated with this engagement:

- PURCHASER is allowed to bill as **LOU GRAMM** (100% type) and **ORIGINAL LEAD SINGER OF FOREIGNER** (separate line and 50% type)
- ARTIST will receive 100% sole exclusive headline billing in any and all advertising and publicity, including marquee
- ARTIST will close the show at each performance during the engagement hereunder (unless otherwise specified).
- On a pre-approved co-headline engagement, **LOU GRAMM** is to be billed 100% left hand billing or top line if stacked.

**ADVERTISING MATERIALS:** PURCHASER shall use ONLY photographs, artwork, audio clips & visual elements furnished by ARTIST'S representative(s). No material unless specifically furnished by ARTIST hereunder may be used for or in connection with the ARTIST's performance. ARTIST's management shall have the right to approve in writing in advance all advertising for the ARTIST's concert including, without limitation, all likenesses of and biographical material concerning ARTIST used by PURCHASER for any purpose.

**PURCHASER acknowledges that the name "Foreigner" is a registered trademark, and PURCHASER is NOT AUTHORIZED to use said name in any manner not specifically authorized hereunder!**

**PURCHASER** agrees that it will not use any original "Foreigner" master recordings in any radio, television or Internet commercials or promotions for the engagement. **ARTIST** will furnish **PURCHASER** with 60 second, 30 second and other cut down versions of audio tracks to be used in radio, television and internet commercials and promotions for the engagement. Please contact **ARTIST's Management** and we will work with you to accommodate your needs. At all times hereunder, **ARTIST** reserves the right of advance approval of all radio, television, newspaper and magazine interviews and autograph sessions made in conjunction with ARTIST's performance.

**PURCHASER shall not arrange any press interviews, autograph sessions or Meet and Greets without the prior consent of ARTIST or ARTIST's representative!**

**RUNNERS:** PURCHASER to provide for the sole use by ARTIST, One (1) runner with valid driver's license and knowledge of area.

**PARKING:** Ample and secure **off-street parking** shall be provided for **ARTISTS vehicles**.

**AIR TRAVEL:** PURCHASER is to provide one (1) first-class round-trip ticket for ARTIST and two (2) coach seats for staff.

\*For international shows an additional coach ticket is required.

**ACCOMMODATIONS:** PURCHASER is to provide hotel accommodations for ARTIST and his staff. One (1) suite and two (2) regular rooms for two (2) nights.

\*International must supply three (3) nights of rooms.

Hotel must be first class Marriott, Hilton, Hyatt or equivalent.

Principle artist (Lou Gramm) shall be provided with a suite consisting of a bedroom with an adjoining sitting room (couch). Suite must be furnished with a working refrigerator ready to use upon artist's arrival. Suite must be furnished with a minimum of ten (10) standard pillows.

**METHOD OF PAYMENTS:** All payments must be **certified, cashiers**, school, city or state check, **cash or wire transferred ONLY**.

**Deposits:** A deposit in the amount as shown on the face page of this contract, made payable to High Mileage Inc. in the form of certified, cashiers, school, city or state check or wire transferred to be returned with the signed contracts. **The deposit amount will be 50% of the guarantee.**

**Day of Show Payments:** Balance must be made **in cash or certified, cashiers**, city or state government checks made payable to HIGH MILEAGE, INC. Payment shall be presented to ARTIST or ARTIST's representative upon demand on the day of performance. Payment form to be advanced by ARTIST's Tour Manager one (1) week prior to date of engagement.

**SOUND RECORDING/RADIO BROADCASTING:** PURCHASER will not permit the recording or broadcast, oral and/or visual of any performance without expressed prior written consent of ARTIST. All requests for recording or radio broadcasting must be approved in writing by Management at least fourteen (14) days in advance of performance. Arrangements must also be made in advance with ARTIST's tour Manager. Further, PURCHASER shall not allow the use of flash cameras during the engagement without the prior written consent of ARTIST.

All press (e.g. radio, television, newspapers) must obtain permission from ARTIST Management to do any and all coverage. Purchaser agrees to have ushers and/or security guards hand search the audience and their bags and apparel at all entrances to the hall to ensure that the above prohibitions are strictly enforced.

**COMPLIMENTARY TICKETS:** PURCHASER must provide ARTIST with ten (10) complimentary tickets. The unused portion may be placed on sale the day of the performance with permission of ARTIST or artist's representative.

**MERCHANDISING RIGHTS:** ARTIST shall have the sole and exclusive right but not the obligation to sell souvenirs, posters, photos, programs, and all other merchandise directly and/or bearing the likeness of the artist, inclusive of phonograph records, cd's, books, etc. at the performance hereunder and to retain 100% of the receipts therefrom, subject to agreement that purchaser may have with the concessioners for handling or sale of said merchandise. All sales tax required will be added to the merchandise price.

PURCHASER is prohibited from selling any merchandise (posters, t-shirts, etc.) bearing the name and/or likeness of ARTIST without the express written authorization of ARTIST or artist's management

**TAXES:** Should there be any assessment by a taxing authority on Artist or his/her assignees for the services or for monies earned during this engagement, said taxes shall be made from the fees contained herein or from any percentage monies earned hereunder. Official State Tax Documentation must be presented to Artist(s) representative (14) days prior to engagement.

**LICENSES AND FEES:** PURCHASER shall be responsible for and will obtain (14) days prior to performance, all licenses and pay all fees involved with said performance. In the case of international performances, Purchaser shall provide at no cost to artist, (14) days prior to performance all visas, bonding permits, immigration documentation, union dues etc. that are required or desirable to allow entrance into / exit from, travel and performance within said country. Purchaser shall be responsible for any and all taxes in any sort connected with the performance.

**INSURANCE/PERMITS:** Purchaser agrees to provide public liability insurance coverage and a certificate verifying insurance in **the amount of \$1,000,000** to protect against injuries to person(s) or property and which names ARTIST as additional insured. In addition, it is agreed that PURCHASER shall maintain in effect a policy of **workmen's compensation insurance covering all PURCHASER's employees** who are involved with the performance. PURCHASER must cover ARTIST and his subcontractors against fire, theft, riot, and any other type of act, which would cause harm or damage to personnel or equipment. PURCHASER shall provide ARTIST with certificate of insurance showing coverage of the above. However, if the certificate is not received prior to the performance, PURCHASER is solely responsible for complete coverage. PURCHASER shall indemnify and hold ARTIST harmless from and against any and all liability claims, demands, costs, expenses, loss and damage (including reasonable attorney fees) arising out of or in connection with any bodily injury, death, or loss or damage to property which occurs in connection with any performance rendered by ARTIST hereunder (unless same is caused by the willful conduct of ARTIST). PURCHASER represents and warrants that it presently carries public liability and property damage insurance with sufficiently high limits to adequately insure against the risks assumed and the obligations undertaken by PURCHASER.

**CANCELLATION:** It is understood and agreed that in the event of any failure by PURCHASER to fulfill any of the terms and conditions provided herein, ARTIST shall have the election to cancel the engagement hereunder, in which event, ARTIST shall be discharged from any further liability hereunder and shall be **entitled to retain any deposits** or other monies theretofore paid to ARTIST by PURCHASER in addition to ARTIST's other legal and equitable remedies.

**BREACH:** In the event of a substantial breach by the promoter of any of the conditions contained herein, Artist may cancel the performance without any further liability and the PURCHASER shall be obligated to pay the full contracted fee to ARTIST forthwith on cancellation.

**FORCE MAJEURE:** Artist's obligation to perform hereunder is subject to prevention by sickness, accident, means of transportation, act of god, riots, strikes, labor difficulties, epidemics, and any act or order of any public authority of any cause, similar or dissimilar, beyond artist's control, in which event, ARTIST shall be discharged from any further liability hereunder and **shall be entitled to retain any deposits or other monies theretofore paid to ARTIST by PURCHASER.** In addition to the ARTIST's other legal and equitable remedies. If for any reason (weather, etc.) the performance is **delayed longer than 75 minutes**, the ARTIST has the option to cancel the performance and retain any/all monies collected.

**MISCELLANEOUS PROVISIONS:** Nothing shall require the commission of any act contrary to law, or any other rule or regulation of any union, guild or similar body having jurisdiction over services of Artist or over the performance hereunder, and whenever there is any conflict between any provision hereof and any law, rule or regulation shall prevail and the Contract and this Rider shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict. Neither ARTIST nor ARTIST's management will accept any responsibility for any damage howsoever caused within the confines of the facility before, during or after the performances by any person(s) other than Artist or any employee of Artist.

**SECURITY AND PASSES:** The PURCHASER shall at its own expense employ an adequate number of security guards to guarantee the safety of ARTIST as well as ARTIST's equipment and belongings.

- These guards shall be placed at appropriate places throughout the venue including but not limited to, backstage access areas, dressing room, parking areas, stage, and front of stage.
- Personnel must be on duty from **1 hour before opening of doors to 2 hours after the performance.**
- Security for the bus parking area must be available from arrival to departure. No exceptions.
- There must be at least one (1) security guard positioned backstage in front of the dressing rooms before, during and for up to 2 hours after the show.
- There must also be at least one (1) security guard positioned at the merchandise table before, during and after the show.
- One (1) security guard to accompany Lou Gramm when he is signing autographs after the show.
- **If any theft or damage due to inadequate security measures occurs, PURCHASER shall be held liable.** All working personnel and guests shall wear passes to be provided by ARTIST'S Tour Manager. PURCHASER shall specify to ARTIST'S Tour Manager the required number of passes necessary for PURCHASER'S crew and staff.

#### **HOSPITALITY / CATERING:**

**DRESSING ROOMS:** PURCHASER shall provide **One (1) lockable dressing room** for ARTIST and personnel (detailed below) and one room for choir(when needed). Keys must be provided to ARTIST'S Tour manager and will be returned following the performance. Each room must have direct access to the stage. If the facility does not have this amount, then executive office type trailers must be provided at PURCHASER'S sole expense and installed prior to load-in. Each room must have:

- Bathroom facilities including: flush toilets (**Porta Johns are specifically not acceptable**), and showers.
- AC power, Heat, air conditioning, and a **fan**.
- Comfortable cushioned lounging chairs or couches, tables for hospitality arrangements, trash cans, **full length mirrors and space for hanging clothes.**
- All rooms shall be **completely cleaned and sanitized prior to load-in.** If trailers are used, then curtains must be covering all windows. Dressing rooms shall be assigned by ARTIST'S Tour Manager upon arrival.

**Artist's specific dressing room needs are as follows:**

- **ARTIST: (Lou Gramm):** One (1) heated / airconditioned dressing room.
- The room shall be furnished with comfortable, CLEAN furniture (**full sized couch**) and lighting.
- Room must be completely private. **ABSOLUTELY NO ONE** shall have access to this room but ARTIST'S personnel.
- Please have one (1) security guard outside this dressing room **AT ALL TIMES**.
- Full length mirror
- Electric fan
- One (1) large fruit tray
- Low fat yogurt (**NO GREEK**)
- Blender and ice
- 24 Bottles of spring water (**ICE COLD**)
- **Tea bags, hot water, Fresh lemon wedges & Honey**
- Six pack of Sprite and Six pack of Coke
- Plates, forks, napkins, cold cups, etc.
- 4 clean black / dark colored towels.
- 1 lined trash can.

**CATERING REQUIREMENTS:** This catering rider does not include promoter personnel, support acts, or local personnel. These parties should be considered in addition to the following: PURCHASER agrees to provide and pay for the following hospitality requirements:

1. **REFRESHMENTS:** PURCHASER shall ensure that adequate coffee, hot water, tea, non-alcoholic beverages and water (either refrigerated or on ice), are available to ARTIST'S crew from load-in throughout the day and load-out.
2. **Lunch:** PURCHASER shall provide a **hot lunch for up to three (3)** time TBD by Tour Manager. The following are some suggestions: deli sandwiches, burgers, chicken, potato / macaroni / green salads, local specialties, fruits, soft drinks, water, milk, and coffee
3. **Dinner:(May be a \$250 Buy out)** TBD by the Tour Manager: **for up to three (3)**
  - Dinner Should Be Served on Covered Tables, Using Crockery And Silverware With Individual Place Settings To Include A Glass Of Iced Water.
  - Dinner service to be of three (3) courses as follows: Fresh Tossed Green salad with grated cheese and an assortment of dressings both fat free, regular and Balsamic Vinegar and Olive Oil.
  - A full hot dinner entrée with selections one beef and one poultry... Example: Steak and Chicken, Beef Roast and Turkey, Grilled Fish etc., two kinds of vegetable, potatoes or rice and a bread product.
  - A selection of low-fat dessert items Entourage tries to adhere to a very healthy diet.
  - Please avoid deep fried food and foods with high fat content. Please discuss the menu selections with the Tour Manager during the advance.

ARTIST requires that **all of the foregoing clauses in this rider be adhered to**, as they are all necessary to present the best possible show.

**Any changes whatsoever must be reported to the ARTIST's Tour Manager (Bob Golino) immediately.**

However, it is understood that venues vary and at times some parts of this rider may be difficult to accomplish.

**If such a problem or difficulty should arise, please contact ARTIST's Tour Manager (Bob Golino) who will work with you to provide a solution.**

ARTIST HIGH MILEAGE, Inc. P/S/O Lou Gramm

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

PURCHASER

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