

# The Association — TECH RIDER

THIS RIDER IS HEREBY MADE A PART OF CONTRACT DATED \_\_\_\_\_  
 BETWEEN \_\_\_\_\_ (hereinafter referred to as "PRODUCER"), FURNISHING THE SERVICES OF **THE ASSOCIATION** (hereinafter referred to as "ARTIST") AND \_\_\_\_\_ (hereinafter referred to as "PURCHASER"), FOR THE ENGAGEMENT SCHEDULED FOR \_\_\_\_\_.

PURCHASER understands that ARTIST cannot perform without all of the following items and that failure to provide any of these could result in PURCHASER being in default of said contract. Furthermore, the items requested below are necessary in order that ARTIST can provide the best possible show for PURCHASER. If PURCHASER has any questions, or cannot for some reason provide any of the following, PURCHASER should contact ARTIST'S representative immediately: All changes must be made in advance in writing.

## PARADISE ARTISTS

Contact: P.O. Box 1821  
 Ojai, CA 93024  
 (805) 646-8433

### 1) PRODUCTION REQUIREMENTS:

Purchaser is to provide at their sole cost:

- a.) Sound and Light System as per Schedule A attached to this rider.
- b.) Backline Equipment as per Schedule C attached to this rider.
- c.) All necessary permits, licenses and authorizations from any and all government agencies, bureaus and departments-Federal, State or local.
- d.) All Federal, State or local taxes including, but not limited to amusement and/or miscellaneous sales taxes which try to reduce Artist's contracted earnings, and to indemnify and hold harmless the Artist from payment of any such taxes.
- e.) All necessary immigration clearances if performance is to be performed outside of the U.S.A.

### 2) BILLING:

## THE ASSOCIATION

*"CHERISH", "NEVER MY LOVE", "WINDY", "ALONG COMES MARY",  
 "EVERYTHING THAT TOUCHES YOU", "REQUIEM FOR THE MASSES" to name a few.*

ARTIST shall receive ONE HUNDRED PERCENT (100%) Sole Star Headline Billing in any and all advertising and publicity, under the control of PURCHASER, pertaining to engagement hereunder, including but not limited to newspaper advertising and all printed material, programs, flyers, signs, lobby boards, table cards, and marquees.

No other performer appearing on the same program as Artist shall receive billing in more than 50% size type. Proper billing title is "THE ASSOCIATION", certain titles of their past hits may be used in advertising. For example: "CHERISH", "NEVER MY LOVE", "WINDY", "ALONG COMES MARY", "EVERYTHING THAT TOUCHES YOU", "REQUIEM FOR THE MASSES". No other performer shall appear on the same program as the Artist, without prior written consent by the Artist.

Artist's name and/or likeness may not be used as an endorsement of any product, service or commodity, nor used directly or indirectly in connection with any commercial project without the prior written consent of the Artist.

Artist's Representative must have prior approval of any radio, television, newspaper or magazine interviews made in conjunction with this performance requiring the participation of the Artist.

### 3) APPROVAL OF SUPPORTING ACT:

It is understood and agreed that PRODUCER/ARTIST shall have the right of approval of opening or supporting act if appearing with ARTIST during engagement hereunder.

### 4) IF ARTISTS' CONCERT IS WITH AN ORCHESTRA

PURCHASER shall provide ARTIST, at PURCHASER'S sole cost and expense, with an orchestra consisting of \_\_\_\_\_ musicians, including all doubling of instruments as required by ARTIST, for all rehearsals and performances during engagement hereunder, and having the instrumentation per the instrumentation chart attached hereto.

### 5) REHEARSAL:

Place of engagement shall be available to the ARTIST for a period of no less than four (4) hours prior to the opening of the doors to patrons, for rehearsing and checking of sound and lighting systems.

Said rehearsal shall include all lighting and other stage and technical facilities, and all personnel, technicians, or persons required for lighting and sound shall be present. None of the foregoing shall be at any cost or expense to PRODUCER.

### 6) HOUSING and TRANSPORTATION:

PURCHASER agrees to furnish first class Hotel (*three stars or better*) accommodations for six (6) people (6 single (King size) hotel rooms - all non-smoking). ARTIST **MUST** approve all hotel choices and locations, (*depending on location of venue, ARTIST tends to choose Airport locations due to travel times*). ARTIST will arrive one (1) day prior to the show due to flight schedules, minimum 2 nights hotel required.

PURCHASER must provide ARTIST, at PURCHASER'S sole cost and expense, with comfortable Ground Transportation for seven (7) persons and one (1) cargo van for equipment and baggage **OR** (1) 15 passenger VAN with back seat out for baggage. (*5 Guitars, 1 Bass, 10 bags plus hanging bags*) These vehicles should be present at the arrival airport on time and shall be at the Artist's disposal from the pickup through their return to the airport the night following the performance (s) or the day after. PURCHASER can choose to reimburse ARTIST for rental & gas.

### 7) HOSPITALITY / CATERING:

PURCHASER shall provide ARTIST and personnel, at PURCHASER'S sole cost and expense, with the following: to be placed in ARTIST dressing room area. (***Please \*\*Note there is One Vegetarian in the group***)

One large bag of plain potato chips

- One (1) quart of fresh fruit juice (Orange)
- One (1) case of quality assorted soft drinks (Coke, Dr. Pepper, Ginger Ale, & Seltzer water)—(NO Pepsi)
- One (1) pint of Half & Half for coffee
- One (1) 20 cup electric coffee urn and -One (1) 20 cup electric urn with Hot Water for Tea
- Two (2) gallons of bottled still water and 12 small bottles of water for On-stage during concert
- One box of Lipton tea bags, Black Tea and Peppermint Herb Tea
- One (1) Jar of honey
- Two (2) Bottles of Red Wine and one (1) bottle of White Wine
- Assorted fresh fruits, vegetables and nuts
- One (1) six pack or assortment of local craft brew if available
- Box of single packet granulated sugar, Equal, salt & pepper
- One (1) package of paper napkins
- Twenty (20) 16 oz large cold drink cups
- Twenty (20) 8 oz hot cups
- **Served at Arrival** at hall - A high quality Deli Tray with condiments including horseradish, regular yellow mustard, and mayo for seven (7) people with a loaf of Sourdough and Whole-Wheat bread or on Croissants.

## HOSPITALITY / CATERING: *(continued)*

- A) All beverages are to be iced down in accommodating containers. If garbage cans are used, they should be lined with heavy plastic bags. *(They sweat and leave water puddles on the floor).* Attached to the containers should be one (1) bottle opener each.
- B) A **Hot Supper** suitable for seven (7) people to be served —the Menu for ARTIST and personnel shall be discussed prior to engagement with ARTIST’S Production Manager.  
***(Please \*\*Note there is One Vegetarian in the group, who does do cheese, but NO fish - suggest something like pasta—alfredo with a white sauce along with salad, or veggie burger or Tofu dishes or Thai or Chinese dishes with vegetables etc. etc.)***
- C) One (1) banquet type table for food and beverage set up in dressing room area or Green Room Area.

**NOTE\*\*\* - If food is put out for sound check/rehearsal, please keep it heated and/or cold and leave it out so that ARTIST has the option to eat upon returning for the performance and/or has the option to take some with them back to the hotel after the concert.**

## 8) DRESSING ROOMS:

PURCHASER shall provide ARTIST with comfortable and private dressing rooms for THE ASSOCIATION 6 members of band, to be clean, dry, well lighted, and heated or air conditioned accordingly. Each dressing room shall have doors which lock and will be within easy access to clean, private lavatories which are to be supplied with hand soap, toilet tissue, also supply:

- Ten (10) clean cloth hand towels
- A full-length mirror and Clothes Hanging Rack *(large enough for six artists)*
- One (1) Steamer for wardrobe — along with an Iron and Board

## 9) STAGEHANDS:

PURCHASER will be responsible for providing experienced personnel to be available for rehearsal on the day of the show and at time of performance.

One (1) Sound Engineer

One (1) On-stage Monitor Mixer engineer (can double as stage-hand if needed)

One (1) Light Board Operator

**Operators for any follow spots used in show**

## 10) COLLATERAL USE:

PURCHASER shall not make or permit others to make any radio or television broadcast, any motion pictures, video recordings, sound recordings, or interviews, or take photographs of ARTIST’S performances hereunder without PRODUCER’S written permission. No interviews and/or autograph signings are to be set up without approval of PRODUCER. ARTIST’S name may not be used and/or associated directly or indirectly with any product or service without PRODUCER’S written consent.

## 11) SOUVENIRS: ***(Entire Band will go to lobby After concert to sign merch.)***

Please have 2 Large (Long) Tables with 6 Chairs for Selling Merchandise in Lobby.

ARTIST shall have the sole and exclusive right, but not the obligation to sell souvenir programs, posters, records and all other merchandise directly pertaining to and/or bearing the likeness of the act or members of the act, including phonograph records, CD’s and other digital media in connection with at, the performance hereunder, and to retain 100% of the receipts therefrom, with the sole exception of any financial arrangements with the concessionaires for the handling and sale of this merchandise. The Purchaser shall not allow the use of Artist’s merchandise or likeness in any other way than to promote the appearance of the act.

PURCHASER is prohibited from selling any merchandise bearing the likeness of the Artist or any member of the act. In addition, supporting act's merchandise rights are subject to ARTIST's approval.

## **12) COMPLIMENTARY TICKETS:**

Upon request by ARTIST or ARTIST'S representative, PURCHASER agrees to provide Twelve (12) complimentary tickets, to be available to road manager no later than noon the day of each performance, and these seats shall be located in prime locations.

## **13) BOX OFFICE: IN THE EVENT OF A PERCENTAGE ARRANGEMENT:**

- a.) In the case where Artist is being paid on a percentage basis, Purchaser shall deliver to Artist's representative, at least two (2) weeks prior to the date of performance, a seating plan and a certified printers manifest of the house. Purchaser shall have on hand at the place of performance, on the night of performance, all unsold ticket reports for verification by Artist's representative along with house drops. Artist shall be compensated for the difference between the number of unsold tickets on hand and tickets printed as shown on the printer's manifest. If Purchaser violates any of the preceding provisions of this paragraph, Purchaser shall be deemed to have sold the tickets for each seat in the house (any standing room) at the highest ticket price for which the house is scaled.
- b.) A written box office statement certified and signed by the Purchaser will be furnished to the Artist's Tour Manager at intermission. There shall be no multiple price tickets printed. A separate ticket must be printed for each price scale. Purchaser agrees to use only a bonded ticket printer. If the Purchaser is a school, the school's printing department is authorized to print the tickets. A representative of the Artist shall have the right to audit the books and records of Purchaser with respect to the Artist concerts only, at any time within ninety (90) days after the date of said Contract.
- c.) Under no circumstances shall any tickets be discounted without prior consent of Artist's Rep.
- d.) Guest list or comps or backstage lists are subject to final approval by Artist or by Tour Manager.
- e.) If Artist is headlining the show and in the event that the terms of this engagement do not include a percentage participation by the Artist, it is understood and agreed that said non-participation is predicated on the fact that the admission charge to the concert/performance and stated capacity of the venue (gross potential as stated on the face of the Contract) is a condition of the Contract, then the Purchaser shall pay to Artist on the night of the engagement the total difference between the agreed upon potential gross and the actual gross, if the actual gross is higher.

## **14) JOINT VENTURE:**

PURCHASER warrants, represents, and agrees that nothing herein contained shall be construed as to constitute the parties hereto as a partnership or joint venture, or that PRODUCER shall be liable in whole or in part of any obligations that may be incurred by PURCHASER carrying out any of the provisions hereof or otherwise.

## **15) SECURITY:**

PURCHASER must provide adequate security within the backstage area. Purchaser agrees to accept full responsibility for security of all equipment and personal belongings on stage as well as the dressing rooms.

PURCHASER shall furnish Artist with some method of advance and immediate recognition for the performers and their party. All parking permits, backstage passes, and security I.D. should be defined and distributed well before the show.

## 16) OUTDOOR SHOWS

a) Purchaser agrees provision is to be made for the proper grounding of the electrical equipment and instruments so as to constitute a danger or hazard to the Artist and/or crew. Rain protection must be furnished at no cost to Artist to properly weatherproof all on-stage band equipment as well as sound and light instruments and all mixing consoles.

b) If Purchaser shall, because of inclement weather, determine not to present the concert/performance hereunder, Artist shall nevertheless, be paid the full Contract price provided for in this agreement at the time for such payment provided for in this agreement, it being specifically understood and agreed that Purchaser's obligations hereunder to pay Artist shall not be nullified, affected, curtailed or diminished because of rain or other adverse weather conditions. In addition, Purchaser agrees that any and all monies held by any and all third parties, in escrow or otherwise, as payment to Artists hereunder shall be released to Artist as if the performance (s) were completed and this paragraph shall be deemed authorization to any such to release such monies to Artist.

## 17) FORCE MAJEURE:

In the event of any illness or accident affecting ARTIST or any member of the back-up band, or if a performance is rendered impossible or infeasible by any force majeure event or any other event not within the control of ARTIST (including but not limited to accident, fire, riot, war, civil disturbance, strike, lockout or other labor dispute, act of God, order, rule, regulation or act of any governmental authority, absence of power or other essential services, failure of technical facilities, failure or delay of transportation facilities) the parties hereto specifically agree that (a) all of ARTIST'S obligations as to the performance(s) affected shall be deemed waived and (b) neither party hereto shall have any claim for damages with respect to the affected performance(s).

Provided that ARTIST is ready, willing and able to perform pursuant to the terms hereof, payment of any guaranteed compensation hereunder shall be made notwithstanding that inclement weather may render a performance impossible or infeasible.

## 18) LEGAL CLAUSES

a.) At no time shall the fee charged for this engagement be the subject of outside discussion between the PURCHASER and any third party. The PURCHASER understands that in the entertainment industry, fee structures are at times, based on the size of a venue and the capacity, routing and schedules. Therefore, the PURCHASER shall not represent the fee for this engagement as being the fee that the ARTIST always receives.

b.) PURCHASER also agrees to indemnify, hold harmless and defend ARTIST against all claims by the PURCHASER, employees of the venue, the venue, or any person involved with the preparation of the show at the contracted location. PURCHASER represents that it has a policy of insurance for general premises liability insuring all claims for damages that may arise from any party of ARTIST's performance.

c.) Named ARTIST may postpone and/or terminate this agreement upon written notice of such termination to the PURCHASER not less than thirty (30) days prior to the commencement date of the engagement hereunder, in the event that named ARTIST shall, either under existing agreement or under an agreement entered into prior to such thirty (30) days period, be called upon to render her services in motion picture(s), television, a legitimate stage play, or an engagement in Atlantic City or the State of Nevada or National Tour, the preparation, rehearsals, date(s) of which conflicts in whole or in part with the concert date hereunder. A re-scheduled date will be discussed first and a desired option will be reached upon agreement. All deposits paid by PURCHASER will be reimbursed by ARTIST in the event of cancellation by ARTIST. ARTIST shall not be liable for expenses or losses incurred by PURCHASER.

In the event Artist does not perform because of the threat of physical violence, injury or in the event of public calamity, riot, epidemic, fire, serious illness or injury, cancellation not under the control of the Artist or other act of God, no claim shall be made of the Artist in respect of non-fulfillment of this Agreement with regard to the performance so effected. In the event of serious injury or illness, a Doctor's certificate will be supplied by the Artist upon request.

d.) This constitutes, the sole, complete and binding agreement between the parties hereto. Paradise Artists acts only as the Producer/Rep. for the ARTIST and assume no liability hereunder.

d.) This Agreement may not be changed or altered except by an instrument in writing signed by both parties. By signing, Purchaser readily accepts all provisions of the Artist's Rider, regardless of any additions or deletions he may try to make, unless Purchaser notifies Artist's agent, red lines the sections(s) that he wishes to change or omit, and both the Rider and change(s) are countersigned by Artist. This Agreement shall be construed in accordance with the laws of the State of California. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled under the expedited procedures by American Arbitration Association in the State of California regardless of the place of performance.

e.) All of the provisions of this Contract and letter agreement are of essence and the failure of the Purchaser to comply with any of them shall constitute a material breach.

**19) WARRANTY:**

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

**20) PARAGRAPH HEADINGS:**

The paragraph headings are inserted in this Rider for convenience only and shall not be used in interpreting this Contract.

**AGREED AND ACCEPTED BY:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# The ASSOCIATION

## Schedule A

### SOUND AND LIGHTS

#### Artist does NOT travel with Sound or Lights

In the event ARTIST is Headlining this engagement, all opening acts must be mixed on additional or remaining unused channels of this sound system.

PURCHASER shall provide at his own expense the following:

#### RUNNING CREW

- One (1) Sound Engineer
- One (1) On-stage Monitor Mixer engineer (*can double as stage-hand if needed*)
- One (1) Light Board Operator
- Operators for any followspots used in show

#### 1) SOUND REINFORCEMENTS AND EQUIPMENT

A) A state of the art sound system for adequate audio coverage of the concert/performance area, to include mixing board (6 individual Mixes if monitors mixed from front-of-house, or separate onstage monitor console) with facilities for at least Twenty-Four (24) inputs with

- (6) Six Monitor Speakers (floor-slants) with (6) Six Monitor Mixes
- (6) Six Vocal Microphones "Shure" SM-58 for vocals. **(All Wired)** and (1) One SM-87 spare  
*EFFECTS FOR VOCALS: Use only reverb on vocals*
- Microphone stands need to be Six (6) Boom-type stands for vocals.
- Also include any mic stands needed for instrumentation.  
**(Please see Stage Diagram and Input List).**
- Batteries Needed - please have on-hand — Eight (8) AA's and Three (3) 9 Volt for ARTISTS Transmitters

Sound system shall include any and all Pertinent Cables, DI's (Direct Boxes) and Microphones in good working order.

#### **NOTE:**

#### 2) LIGHTING:

##### STAGE LIGHTING AND SPOTLIGHTS

- A) \*\*See Stage Plot for Areas that need to be pin-spot / downlight also for areas to focus on each musician should have its own area light for effect on solos.
- B) Use will be made of the ceiling lights and lighting board in concert halls and auditoriums. In buildings which do not have such facilities (such as gymnasiums or fieldhouses), Purchaser will provide at no cost to Artist a minimum of stage lighting in the form of lighting "trees", one tree for each side of the stage. Each tree shall contain a minimum of twelve (12) lights and be operable through a mixing board, somewhere in the vicinity of the sound mixing board. Note: In concert halls, non-shutterable or flood lights, are not much advantage. 750-1000 watt leko lights are preferred.
- F) In concert halls or where incandescent lamps are available, there should be enough gel as described to fit these lamps with the following colors:

Rosco #80 primary blue (or equivalent)  
Rosco #26 primary red (or equivalent)  
Rosco #21 golden amber (or equivalent)

Additional colors can be added to these primary colors as desired. In smaller venues which have fixed specials, a no-color or #33 is recommended for these instruments. In light of new technology, the use of intelligent and / or LED fixtures is acceptable when used tastefully

Note: These lights must be gelled aimed/focused and shuttered two (2) hours before showtime.

### 3) COMMUNICATION SYSTEM:

Headset intercom equipment is essential for the calling of lighting cues. Each spotlight operator must be supplied with such a headset, as must the lighting board operator when incandescent lighting is used. In addition, a headset must also be available for the use of the lighting cuer. This headset should be in a location with good visibility.

When possible, please provide a headset at front-of-house audio, monitor positions, and SL and / or SR locations (to coincide with Artist's entrance to the stage.)

### 4) VIDEO

Artist travels with video content which introduces the group at the beginning of the show, and also content which plays along with some or all of the performance.

Artist also travels with Apple Computers running QLab.

If venue is equipped to run this video content:

A.) A Video Projector (or video wall) and appropriate cables are needed to connect audio and (VGA or DVI) video signals (Computer Monitor Cable) from Artist's Macintosh MacBook Pro.

\* Video: VGA or DVI —note Artist will supply the Mini DisplayPort to DVI & VGA adapters (5 inches in length).

• Audio: 1/8" headphone jack from computer Macintosh MacBook Pro, terminating in stereo 1/4" or XLR

B.) Adequate large sized screen for the facility to view film footage.

Optimum placement for projection screens or video walls would be onstage and directly behind/UPSTAGE of the group so as not to draw audience attention elsewhere.

C.) Please provide VGA or DVI connection AND DI boxes either DSL of drum riser or at FOH. (when video is run from FOH, venue staff will be required to operate, and cue sheets and and a rehearsal will have to take place during and or after sound-check with band member).

Alternatively, this content is also provided in the form of USB "sticks" or CD / DVD formats.

**NOTE: INTRO VIDEO CONTAINS AUDIO WHICH MUST BE CONNECTED TO HOUSE SOUND SYSTEM!**

# THE ASSOCIATION

## Schedule C

### BACKLINE EQUIPMENT

PURCHASER shall provide ARTIST, at PURCHASER'S sole cost and expense, with the following technical equipment for the length of the engagement hereunder:

**1) DRUMS** - *(set drums up in standard five piece configuration)* -Please include drum rug approx. 8' x 8'

DRUMS -Basic five (5) piece Professional quality set.

One of the three following brands: Yamaha, Pearl, Tama

-One (1) snare drum (chrome) 5 1/2" x 14"

-Two (2) upper (rack) toms (double headed)

-One (1) floor tom (double headed)

-One (1) bass drum (double headed)

#### HARDWARE

-Three (3) heavy duty professional boom type cymbal stand

-One (1) heavy duty hi hat stand

-One (1) heavy duty snare stand

-One (1) professional HEAVYDUTY ADJUSTABLE DRUM THRONE

-One (1) heavy duty double kick pedal, DO NOT USE SPEED KING PEDAL, NO LUDWIG SPEED KING

#### CYMBALS

-Five (5) Zildjian or Paiste cymbals consisting of:

-One (1) 22" ride

-One (1) 18" crash

-One (1) 16" crash

-Two (2) 14" hi hat cymbals

### 2) KEYBOARDS

-One (1) Korg M- 1 Keyboard - *(Alternative - Triton IN/3.5 Floppy or USB) NO SUBSTITUTIONS*

-One (1) Roland RD-700 *(Digital Piano)*

-One (1) Two (2) Tier Keyboard Stand *(Roland on bottom level, Korg on top level)*  
plus all Necessary cables

### 3) BASS AMPLIFIER

- One (1) Gallien-Kruger Bass Amplifier (model 800-RB bass amp) or equivalent and
- One (1) Hartke Bass Speaker Cabinet with Four (4) x Ten-inch speakers (or equivalent)

### 4) GUITAR AMPLIFIERS

- Three (3) Fender Twin Reverb Guitar Amplifiers (in good repair with operable tremolo)
- One (1) Fender Deville Guitar Amplifier or Fender Blackface Twin. *(For Paul see Stageplot for placement)*
- Four (4) (20) Foot Guitar Cords
- Six (6) Guitar Stands

### 5) MISCELLANEOUS:

A) Video Screen and projector *(see Schedule A #3 page 8 of Rider)*

B) Platform riser 8x8 for Drums — *please drape with black skirting*

### 6) OTHER:

Artist also travels with show files for most major digital sound consoles.

Production Contacts:

For Audio / Video:

Paul Holland

714-487 9383

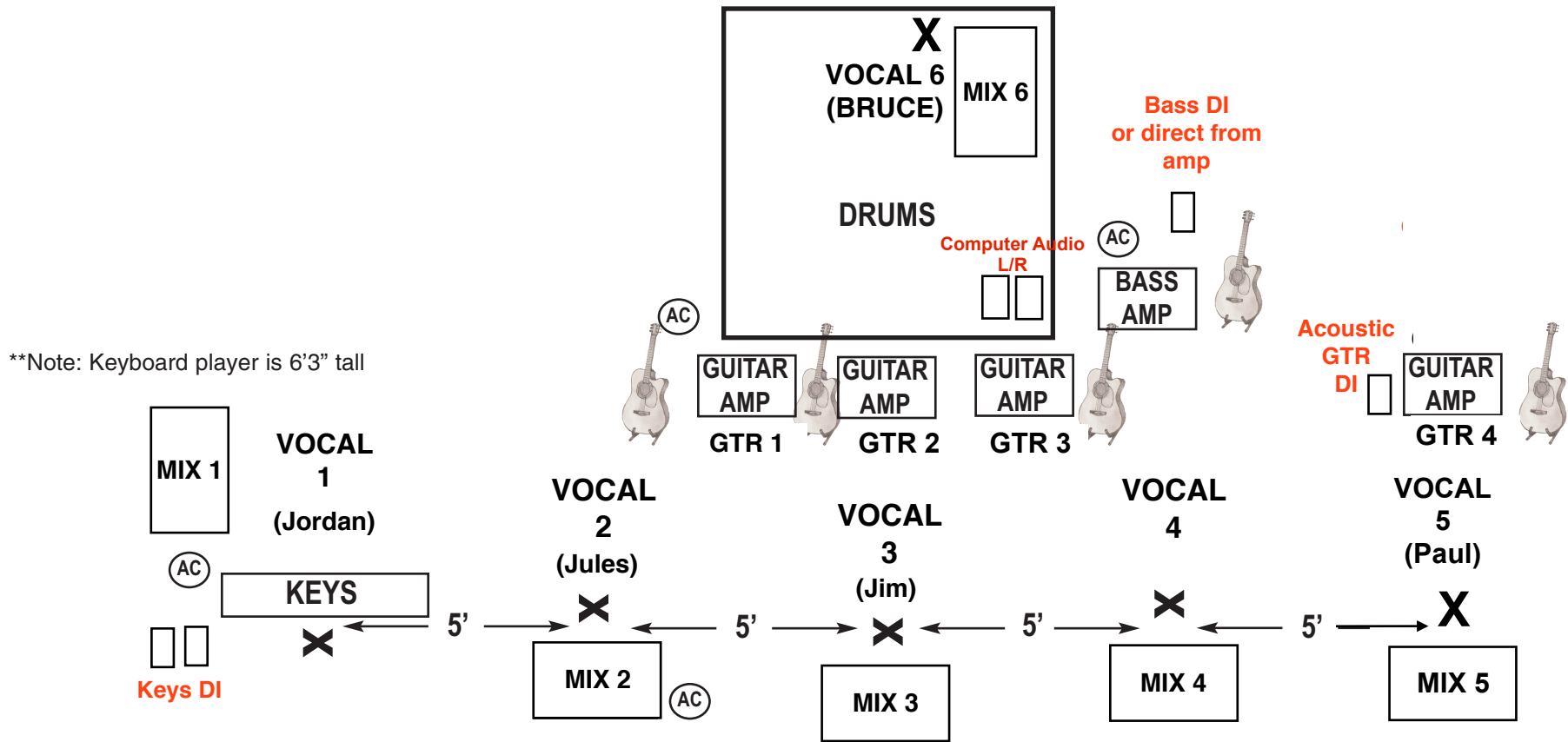
paul.holland.ph@gmail.com





# THE ASSOCIATION 6 Member Stage Plot

Updated: 8/13/16



✕ = BOOM MIC STANDS

FRONT OF STAGE

For Additional Information contact:  
Paul Holland (714) 487-9383  
CA TIME ZONE

