

LOU GRAMM

THE ORIGINAL VOICE OF FOREIGNER

SOLO RIDER Jan 4, 2024

BOOKING: PARADISE ARTISTS Howie Silverman,
howie@paradiseartists.com +1 (805) 798-0208

TOUR MANAGER / TRAVEL / HOSPITALITY: BOB GOLINO,
Bobg4021@gmail.com 585-721-1544

PRODUCTION MANAGER / AUDIO / BACKLINE CONTACT: BOB GOLINO

MERCHANDISE / STAGE MANAGER: Bob Golino,
bobg4021@gmail.com +1 (585) 721-1544

Rider To Contract Dated: _____ between Midnight Blue, Inc. F/S/O Lou
Gramm (hereinafter referred to as ARTIST) and

_____ (hereinafter
referred to as PURCHASER) covering the engagement at (venue and address)

This rider is part of the attached contract for a performance by MIDNIGHT BLUE, INC. F/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 "THE ORIGINAL VOICE 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.
- ARTIST reserves the right to approve any and all opening acts.

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!

AIR TRAVEL (\$2000 Buy-Out): (U.S. and Canada) PURCHASER is to provide one first class, round trip, plane ticket (for ARTIST) and two (2) coach seats for staff.

***For international shows an additional 5 coach tickets are required or a Buy-Out TBD.**

GROUND TRANSPORTATION (\$1000 Buy-Out): PURCHASER agrees to provide for the sole use by ARTIST; **ONE (1) drivers with valid driver's license** and ONE (1) 8-passenger van / SUV. Driver must have complete knowledge of the area. Drivers/vans must be made available throughout ARTIST's engagement. The Tour Manager/Travel contact (BOB GOLINO) will advance exact schedule.

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

PARKING (\$350 Buy-Out): Ample and secure **off-street parking** shall be provided for **ARTIST's vehicles (1)**. Exact amount needs to be advanced with ARTIST'S Stage Manager (**Bob Golino**). Parking area should be located directly adjacent to stage door.

ACCOMMODATIONS (\$5000 Buy Out): PURCHASER is to provide hotel accommodations for ARTIST and his staff (2 regular rooms and 1 suite) for two (2) nights. The stay should include breakfast for all. To be advanced with ARTIST'S Tour Manager (BOB GOLINO).

***International must supply 3 nights or rooms.**

The hotel must be a first class property to be approved by ARTIST's Tour Manager. The hotel must be a **Marriott, Hilton, Hyatt or equivalent**. The hotel must have:

Breakfast included at no cost to Artist and staff.

- On property restaurant, and room service.
- Be no more than **5 – 7 miles / 20 min.** away from the Venue, shopping, and full service health club.
- ARTIST has the **right to decline** acceptance of accommodations without default should said accommodations be of lesser than aforementioned quality.
- Principal ARTIST (LOU GRAMM) shall be provided with a suite consisting of a bedroom with an adjoining sitting room. Suite must be furnished with a **working refrigerator** ready for use upon ARTIST'S arrival. Suite must be furnished with a **minimum of 10 standard pillows**.
- ARTIST'S tour manager will supply PURCHASER with a rooming list to be completed, copied and accompanied by a key for each person, in advance of ARTIST'S arrival at hotel. Key / List packages must be ready for distribution upon arrival.

PURCHASER ACCOUNTABILITY: A representative of the ARTIST shall have the right to be present in the box office prior to and during the performance and intermission periods and such representative shall be given full access to all box office sales and shall otherwise be permitted to reasonably satisfy himself to the gross receipts (and the

expenditures, if required) at each performance hereunder. ARTIST representative(s) may request cash payment of balance on the day of show.

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

Confidentiality: Any and all concert grossing figures may not be released without the express written permission of ARTIST's Management. Neither can any contractual information be made public

Deposits: A deposit in the amount as shown on the face page of this contract, made payable to Paradise Artists in the form of certified, cashiers, school, city or state check to be returned with the signed contracts or wire transferred. **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 MIDNIGHT BLUE, 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.

Percentages / Back End: Any percentages earned are to be paid to ARTIST or ARTIST's representative(s) no later than forty-five (45) minutes after the closing of the box office.

Buyouts: Buyouts on any part of the rider as agreed to must be paid with the balance of guarantee payment on the day of show.

MERCHANDISING RIGHTS: ARTIST shall have the **sole and exclusive right, but not the obligation** to sell souvenir posters, photos, programs, and all other merchandise directly pertaining to and / or bearing the likeness of ARTIST, inclusive of phonograph records, CDs, books, etc... at the performance hereunder **and to retain one hundred percent (100%)** of the receipts there from, subject to only written agreements that PURCHASER may have with the concessionaires for handling and/or sale of said merchandise. All sales taxes required will be added to the merchandise price.

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

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: Unless specifically agreed in writing by ARTIST management, no complimentary tickets are to be issued within the first ten (10) rows of seating. These tickets are to be sold to the general public. Unless specifically agreed to, in writing, by ARTIST'S management, **PURCHASER agrees to distribute no more than fifty (50) official house seats as complimentary**, including tickets distributed to the press, unless specifically approved in writing. Purchaser must supply ARTIST's representative(s) with a detailed statement of complimentary tickets. Each complimentary ticket will be issued only as a fully punched ticket. **Purchaser must provide ARTIST with twenty-five (25) complimentary tickets**, the unused portion of which may be placed on sale the day of the performance with the permission of ARTIST or ARTIST's representative(s). Complimentary tickets issued to the ARTIST **will not be stamped complimentary**.

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 detention or prevention by sickness **if Lou, as well as any band members are able to perform or not perform due to medical concerns.** By 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.

MEDICAL: PURCHASER will have available contact information for qualified medical personnel including a general doctor, a throat specialist, and a dentist.

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BACKLINE REQUIREMENTS DRUM SHIELD {MANDATORY}

- 1 CLEARSONIC DRUM SHIELD #A5-5
- 2 5 PANAL-5.5' HIGH

3 PLEASE PROVIDE SAND BAGS TO STABILIZE SHIELD

4

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.
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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.

VIDEO REQUIREMENTS:

- Video Screens, Projector, or Hi-Def TV Screens.
- DVD Player or a Flash drive.

SOUND REQUIREMENTS

1 IEM UNIT

Lou brings his own ear buds

UNIT SHOULD BE WIRE INTO A MONITOR BOARD

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 / air conditioned 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
- Blender and ice
- 24 Bottles of spring water (chilled)
- Plates, forks, napkins, cold cups, etc.
- 4 clean black / dark colored towels.
- 1 lined trash can.
6 PACK OF SPRITE
6 PACK OF COKE

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 and non-alcoholic beverages (either refrigerated or on ice), are available to ARTIST'S crew from load-in throughout the day and load-out.
2. **Breakfast:** (If load-in occurs before 10:00 am) - **Hot breakfast for four (4):** time TBD by Tour Manager - Should include: juices, eggs, bacon, sausage, cereals, - Fresh fruit, bagels, donuts, muffins, butter / margarine milk, soft drinks, water. - **MUST BE READY a 1/2 HR PRIOR TO LOAD IN AND REMAIN UP UNTIL 1 HR PRIOR TO SCHEDULED LUNCH.**
3. **Lunch:** PURCHASER shall provide a **hot lunch for five (5)** 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
4. **Dinner:(May be a \$250 Buy out)** TBD by the Tour Manager: for five (5)
 - 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.
5. **After Show Food:** After Show Food & Drinks for five (5) people. Please provide menus from local restaurants that will be open late (please be sure to have a vegetarian menu) should be made available in the production office at load in. Exact choice will be made day of show. One (1) Case of non-carbonated, bottled spring water Plus the remaining assorted beverages from daily catering.

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: MIDNIGHT BLUE, Inc. F/S/O Lou Gramm

PURCHASER: _____ Date: _____

Buy-Outs:

1. Air Travel (\$2000) _____
2. Ground Travel (\$1000) _____
3. Parking (\$500) _____
4. Accommodations (\$5000) _____
5. Dinner (\$300) _____
6. Back-Line (\$1,500) _____