

The BOX TOPS

CONTRACT RIDER

This agreement is hereby part and parcel of the face contract to which it is attached. Contracts for the services of **The Box Tops** (hereinafter referred to as "**ARTIST**"). Artist has an exclusive Agency office (hereinafter referred to as "Agent") where Agent, Paradise Artists is located with a primary address of 108 E Matilija st. Ojai Ca 90323 USA. The name of **PURCHASER** to which this agreement applies is on the last page of this agreement in the same area as that where the **PURCHASER** signs. That description of the face copy attached shall coincide with the stated date.

Submissions may only be made in writing with signature line signed by the **PURCHASER** and with a signature line where the Manager may sign, if such request is approved. If such request is denied, this denial shall be noted on the submission document and returned to the Purchaser by the manager. Submission can only be submitted in writing as follows: (a) Mailed or couriered to the above address; (b) Faxed using the "fine" setting on the sender's fax machine for a clear and clean document to be received by the Manager; or (c) By e-mail with the document ONLY as a color 300 dpi PDF file, signed by the **PURCHASER** in blue ink.

If **PURCHASER** has any questions or problems fulfilling any terms or items in this rider, please contact immediately:

Management: **Mr. Rick Levy**
Direct Dial
Cellular: (904) 806-0817
Email:
levy17@bellsouth.net

Agent: **Mr. Bob Birk. Paradise Artists. bob@paradiseartists.com 805 646 8433**

1. **BILLING & ADVERTISING:** **ARTIST** shall receive 100% headline billing in any and all publicity releases and paid advertising where **ARTIST** name appears in connection with Engagement herein. **ARTIST** is to be billed as **THE BOX TOPS**. **ARTIST**'s management shall have prior approval of any and all media plans, marketing plans, and paid advertisements where **ARTIST** name appears in connection with Engagement herein. **PURCHASER** shall submit in writing all marketing and media plans to Tour Marketing/Publicity.

1. **PUBLICITY & SPONSORSHIP:** **ARTIST**'s management shall have prior approval of any and all publicity releases, publicity appearances, and publicity photographs in conjunction with Engagement and requiring the participation of **ARTIST** and where **ARTIST** name appears in connection with Engagement herein. **PURCHASER** shall submit in writing all publicity plans and requests, such as releases, interviews and "meet and greets," to Tour Marketing/Publicity. **PURCHASER** shall not commit, nor attempt to commit, **ARTIST** to any performance, personal appearance, or interview in conjunction with any commercial endorsement of goods or services without prior written approval from **ARTIST**'s management. **ARTIST** or **ARTIST**

Management, whether part of an ongoing series or specifically for ARTIST's Engagement, must authorize all forms of sponsorship. Unless there is a direct conflict with an existing Venue sponsor, PURCHASER shall have no right to approve or disapprove of any ARTIST sponsor.

1. **GUARANTEED FEES & TAXES:** 50% DEPOSIT IS DUE UPON SIGNING OF THE CONTRACT. Balance of 50% to be paid in Wire Transfer, Cash or Certified Check PRIOR TO THE PERFORMANCE; if by Certified Check, then it is payable to RICHARD LEVY. **For casino engagements, casino check cashable at casino cage is acceptable.** PURCHASER assumes full responsibility for the payment of any and all show costs related to the presentation or production of the Engagement in which the ARTIST is to appear. PURCHASER shall follow common industry practices and ethics for selling tickets, verifying gate receipts, and justifying all expenses to the reasonable satisfaction of ARTIST and its representatives. PURCHASER shall pay at its sole cost, all taxes, fees, dues levies and the like relating to Engagement and sums payable to ARTIST. **NOTE:** The foregoing shall not apply to any Federal or State income taxes imposed by law on ARTIST for Engagements within the United States but shall apply to all other forms of taxes.

1. **TRANSPORTATION:** PURCHASER shall provide all ground transport between the airport, the hotel and venue from the time of arrival until the time of departure from the performance city; luxury van or SUVs to be used.

1. **ACCOMMODATIONS:** PURCHASER shall supply 5 king Single- rooms in a minimum 3 stars or better hotel for a minimum of two (2) nights. Hotel must have a restaurant on premise and room service available. **NOTE:** The ARTIST or Band Members should NOT be asked to provide personal credit cards for amenities or incidentals when checking in.

1. **MERCHANDISING:** Unless otherwise specified herein the Contract, ARTIST shall receive 100% of merchandising sold by ARTIST. PURCHASER agrees to provide at no cost to ARTIST at least two (2) large tables in a highly visible, well lit and secure area indoors for merchandising to be sold.

1. **GUEST COMPLIMENTARY TICKETS:** The ARTIST requires 12 of the top-priced tickets to be reserved for his exclusive use as ARTIST's Guest Tickets. ARTIST's Guest Tickets must be situated in the center stalls area in the first 6 rows. Any unused ARTIST's Guest Tickets shall be returned to the Purchaser and/or box office to be sold on the day of engagement no less than 1-1/2 hours before show time.

1. **SECURITY:** Adequate professional security shall be supplied for the protection of ARTIST, Band, Crew, and Company throughout the day of Engagement. PURCHASER must provide stage security and barricade at its sole cost. Security is the sole responsibility of PURCHASER and ARTIST assumes no responsibility or liability.

1. **INDEMNIFICATION:** PURCHASER agrees to indemnify and hold harmless ARTIST and each of their respective employees, agents, managers, and contractors from and

against any claims, costs (including, without limitation, reasonable attorney's fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of : (i) the Engagement or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by **PURCHASER** herein.

1. **INSURANCE:** **PURCHASER** shall provide, at its sole cost, Commercial General Liability Insurance covering any claims, liabilities, or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the Venue, but shall not be less than One Million Dollars (\$1,000,000) aggregate per occurrence and One Million Dollars (\$1,000,000) per event placed with an insurance carrier acceptable to **ARTIST**. Said insurance shall be in full force and effect at all times **ARTIST** and its respective agents is or are at the Venue.

1. **PURCHASER** shall name **ARTIST**, its employees, agents, managers, contractors, and sub-contractors as additional insured on its insurance policy for all Engagements contracted. **PURCHASER** shall also carry worker's compensation /employer's liability insurance for all of its employees, agents, contractors, and subcontractors and show proof of coverage upon request. **PURCHASER** shall deliver proof of said insurance to **ARTIST**'s management no later than five (5) days prior to any and all Engagements. **This clause is of utmost importance to the Engagement contracted. No alteration or deletion shall be accepted or binding on the ARTIST.**

1. **LICENSES & PERMITS:** **PURCHASER** shall secure at its sole cost all licenses, permits, certificates, leases, authorizations and the like required or requested by any union guild, government authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement and (ii) **ARTIST**'s exercise of any rights granted herein. **PURCHASER** agrees to fulfill, or cause to be fulfilled, all terms conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable hereto. Upon request or revue, it shall not be deemed a waiver of **PURCHASER**'s obligations or **ARTIST**'s rights hereunder.

1. **INTERNATIONAL TRAVEL:** Shall be listed on an attached addendum if this is an engagement outside of the United States.

1. **n/a**

1. **PURCHASER** agrees **ARTIST** may cancel engagement by giving written notice no later than 30 days prior to commencement date should **ARTIST** be called upon to render services in connection with a Motion Picture, TV show, Legitimate Stage Play, National Sponsored Tour, or any other Exclusive engagement, which conflicts with above engagement. In this event, with the exception of Death, War, Famine, Natural Disaster, Act of God, or other National Emergency, **ARTIST** agrees to return deposit

to **PURCHASER**.

1. **FORCE MAJEURE:** **ARTIST**'s obligation to furnish the entertainment unit referred herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, weather, act of God, riots, strikes, labor difficulties, epidemics, and any other act or order of any public authority or any case, similar or dissimilar beyond **ARTIST**'s control. Provided **ARTIST** is ready, willing, and able to perform, **PURCHASER** agrees to compensate **ARTIST** in accordance with the terms of Contract regardless of act of God, weather, fire, accident, riots, strike or any events of any kind or character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.
1. **INCLEMENT WEATHER:** Unless an alternate Venue is provided for Engagement as specified by Contract, **ARTIST**'s obligations hereunder shall be excused and **ARTIST** shall have no liability to **PURCHASER** if **ARTIST** determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous, or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), **PURCHASER** shall remain liable to **ARTIST** for full contract price and any percentage monies called for in the Contract.
1. **CREATIVE CONTROL:** **ARTIST** shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers and their length of performance, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film or videotape played to patrons at any time during the Engagement including prior to performance and during intermission (if any).
1. **ANCILLARY RIGHTS:** **PURCHASER** agrees that **ARTIST**'s performance hereunder, including any part thereof, shall not be broadcast, photographed, recorded, filmed, taped, or otherwise reproduced in any form, by any method, for any purpose, without **ARTIST**'s or **ARTIST**'s Management prior written consent. Only room microphones are allowed for sound recording. Recording from soundboard is strictly prohibited without written permission from **ARTIST** or **ARTIST**'s Management. Thus, any occurrences of recording will be taxed with a minimum of \$25,000 penalty payable prior to the end of Engagement. This will be strictly enforced.
1. **ARTIST** shall have the sole and exclusive right, without obligation to any party, to sell and distribute merchandising of any kind at the Engagement. Unless otherwise agreed to in writing, **ARTIST** reserves all rights for use of **ARTIST** name and logo in relation to merchandise sold at Engagement.
1. **GENERAL REQUIREMENTS / HOSPITALITY AND TECH RIDERS:** Except as otherwise agreed to by the parties in writing or as otherwise stated in the attached hospitality and tech riders, **PURCHASER** shall provide, at its sole cost, all elements of the production as required by **ARTIST** including, without limitation, catering, dressing rooms, internal ground transportation, sound, lights, and backline equipment. If the **ARTIST** hospitality and tech riders are attached hereto, then said

riders shall be made part hereof and **PURCHASER** agrees to fulfill or cause to be fulfilled at its sole cost all terms and conditions contained herein. If **PURCHASER** is unable to fulfill any section of this contract in full and all reasonable efforts had been made to remedy the situation, a breach of contract will be declared and **ARTIST** reserves the right to cancel Engagement at any time (including day of Engagement) and receive full payment.

1. **CHOICE OF LAW AND FORUM:** This Rider and Contract shall be deemed made and entered into the State of Calif and shall be governed by the laws of such State applicable to contracts entered into and wholly performed therein. The State or Federal courts located in calif. shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts.

1. **ADDITIONAL REPRESENTATIONS AND WARRANTIES:** **PURCHASER** represents and warrants that: (i) it has the legal right and authority to enter into this Rider and Contract and to fully perform its obligations contain herein (ii) it have has the right to grant the rights granted herein and that **ARTIST**'s exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party (iii) all goods, equipment and other materials injury or damage to any person or property; and (iv) that all persons provided by **PURCHASER** shall be adequately trained, capable of performing their required duties, and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property. The undersigned warrant and represent that they are authorized to execute this Rider and Contract on behalf of respective parties.

1. **INDEPENDENT CONTRACTOR:** **ARTIST** is rendering his services to **PURCHASER** hereunder as an independent contractor and not as an employee or agent of the **PURCHASER**. This Contract and Rider shall not, in any way, be construed as to create an agency, partnership, or any other joint undertaking or venture between the parties, hereto, and neither party shall be liable for any representation, act or omission of the other. As such, no payroll, FICA or any other taxes shall be deducted from the sums payable hereunder. **PURCHASER** acknowledges and agrees that he is not an agent of the **ARTIST** and has no authority to incur liability or to act on behalf of **ARTIST** in any manner whatsoever.

1. **RETURN OF CONTRACT:** **PURCHASER** agrees to sign and return this Rider and Contract to **ARTIST**'s agent within ten (10) business days of receipt of Rider and Contract; otherwise, **ARTIST** shall have the right to cancel the Engagement upon notice thereof without liability. **ARTIST**'s failure to exercise its right to cancel the Engagement upon the completion of said period shall not be deemed a waiver of right to cancel.

1. **MODIFICATION / ASSIGNMENT / MISCELLANEOUS:** This Rider and Contract is the sole and complete agreement between parties with respect to the Engagement and supersedes all prior and contemporaneous agreements, regarding the subject matter hereof. This Rider and Contract may not be changed, modified, or waived except by a signed, written agreement of the parties.

1. **NOTICES / CONSENTS:** All notices, consents, approvals and the like given in connection with this Rider and Contract shall not be effective unless containing in a writing, signed by the party giving same and delivered by certified mail to **ARTIST**'s management.

• **THIS IS THE SECTION OF THE RIDER FOR HOSPITALITY REQUIREMENTS**

This is the latest update as of aug 2017

1. **ARTIST DRESSING ROOM/HOSPITALITY:** Dressing room should be clean, well lit, heated or air-conditioned, and should be a secure area with easy access to stage. Dressing room shall have a bathroom with shower. Dressing room should be large enough to accommodate comfortable seating for seven (7) people and storage of personal items and instruments. At least two large tables should be available in the dressing room. A full-length mirror should be available in the dressing room. **PURCHASER** shall provide two separate lines for telephone access points; one line for regular phone and one line for fax. **PURCHASER** shall provide **ARTIST**'s tour manager the two phone numbers as soon as possible. **PURCHASER** shall provide at its sole cost and expense easily accessible internet access via LAN or Wi-Fi. Access point shall be in **ARTIST**'s dressing room. **PURCHASER** shall be solely responsible for the security of the items in **ARTIST**'s dressing room and shall keep unauthorized persons from entering said area.

Upon arrival of **ARTIST**, the following shall be placed in dressing room: avail sound check on.

- 1 case (24) of bottled spring water
- Assorted Soda
- Assorted Juices
- HOT Coffee and tea
- 2 bottles top shelf red wine
- 2 six packs imported beer
- Fruit tray and deli tray w crackers/bread
- 1 bag of Ice
- 5 Clean Hand Towels
- 5 Larger Towels

1. **DINNER ACCOMMODATIONS:** **PURCHASER** is to provide a hot meal before the performance consisting of a main course ..Food can be kept warmed for those who wish to eat after show!! (meat / chicken / fish), mixed green salad, and two vegetables is to provided. If **PURCHASER** does not provide catering or meals, **PURCHASER** shall provide meal buyouts of \$35 per person for five (5) people shall be provided to **ARTIST**'s Tour Manager upon arrival, in CASH. **PURCHASER** shall advance meals with **ARTIST**'s Tour Manager.

1. **PRODUCTION RUNNER:** **PURCHASER** shall provide one (1) runner, available

exclusively for **ARTIST**'s use. This person shall be separate from stagehands and all other types of labor. The runner shall have a valid driver's license and a clean vehicle in good condition and insurance. **ARTIST** will not be responsible for all expenses relating to runner's vehicle, including fuel. Runner should have working knowledge of the venue's area and location.

• **THIS IS THE SECTION OF THE RIDER FOR TECHNICAL REQUIREMENTS**

This is the latest update as of October, 2015

1. **SOUND SYSTEM**: If Sound System is supplied for ARTIST, sound system must be connected and functional at time of load in and sound check. This system shall be in perfect working order and free of noise or distortion.
1. **FRONT OF HOUSE**: A FOH technician shall be provided by the Venue who is competent, sober and familiar with the system and with all duties and equipment associated must be available.
1. **MONITORS**: A monitor engineer will be provided by the Venue who is competent, sober and familiar with the system must be available. Talkback and intercom must be connected between stage and FOH.
1. **SOUND CHECK**: ARTIST requests a 45-minute sound check at least one hour before doors open.
1. **STAGE PLOT**: A stage plot will be provided to the Venue by the ARTIST upon request.

*** BOX TOPS bring FLASH DRIVE for media projection to be used during show..suitable for pc or mac formats. Projection capabilities should be available at venue..If not..let RICK LEVY know

FOH Sound, Monitors and Light Production to be provided appropriate for venue. **NOTE:** TheBand does not supply SOUND or LIGHTING personnel; **PURCHASER** to provide all sound and lighting technicians at no additional cost to **ARTIST**. If **PURCHASER** is unable to supply the technical requirements, please call **Musical Director / Tour Manager** at the below contact so an applicable substitute may be provided.

Musical Director / Tour Manager: Mr. Rick Levy

Telephone: (904) 806-0817

Email: levy17@bellsouth.net

• **THIS IS THE SECTION OF THE RIDER FOR BACKLINE and HORN REQUIREMENTS**

This is the latest update as of October, 2015

The following is to be provided by PURCHASER at no cost to ARTIST.

2 HORN PLAYERS>.tenor sax and trumpet provided by purchaser..must be EXCELLENT sight readers

Guitar(s):

- 1 Fender 65 reissue twin reverb amp
- 1 fender DELUXE reverb amp
- *** ALL Required Connection Cables and Footswitches
- (1 American Fender Stratocaster with straps and new Light Gauge Strings (.10s)
- (1) -one-1-Dreadnaught Acoustic / Electric Guitars (Takamine, Taylor, Gibson) with New Light Gauge Strings (.7 guitar stands
- (2) 5 MUSIC STANDS w LIGHTS
- (3) *****PLEASE have a spare back-up guitar amp available stage side*****

Bass:

- (1) Ampeg SVT Classic Series Amp Head or similar (hartke, GK, EDEN)
- (2)Ampeg SVT Classic Speaker Bottoms - (2) 4 x 10 Cabs or (1) 8 x 10 Bottom
- BASS cont.**
- 1 Fender style Jazz or P bass w strap

Drums:

- Pearl Maple..orYamaha
- Recording Series or
- Equivalent Drum Set (1)22"
- x 16" Deep Kick
- (2) 5 inch..1 maple one chrome snare
- (1) 12" RACK Tom (*only one rack tom*)
- (1)13" rack TOM
- (1)16" FLOOR Tom
- (1)Set of 14" "New Beat" Hi-Hats
- (1)20" Ride Cymbal
- (1)16" Crash Cymbal
- (1)18" Crash Cymbal
- NOTE: ***ALL cymbals must be either Zildjian or Paiste*****
- (3) Heavy Duty Boom Cymbal Stands

- (1) Heavy Duty Rack Tom Stand
- (1) Heavy duty Hi-Hat Stand (Yamaha Heavy Duty)
- (1) Drum Workshop DW 5000 bass drum pedal and back up pedal
- (1) Heavy Duty Throne

DRUMS to be set on an 8' x 8' RISER as per stage plot

Keyboards:

First choice HAMMOND B3 w leslie and bench, w either yamaha motif 8 or Nord stage 2-88 on top w di'sD

Second choice: Two tier stand w seat. Bottom Hammond xk3c or xb2 organ w DI

and Yamaha Motif 8 or Nord stage 2 88 on top w DI

4 vocal mics and 2 mics for horns

(2) Wireless Microphones (To Be Taken in Audience for Q &A Portion of Show)

If **PURCHASER** is unable to supply the technical requirements, please call **Musical Director / Tour Manager**.

ACCEPTED AND AGREED TO (PURCHASER):	ACCEPTED AND AGREED TO (ARTIST):
By _____	By _____
Authorized Signatory on Behalf of PURCHASER	Authorized Signatory on Behalf of ARTIST – <u>RICK LEVY</u>

Print Name: _____

E-mail: _____

Date Signed: _____