

## Level 10 Band Contract Rider

(This rider applies to tours and large venues only. For single performance or small venue rider, contact Manager)

Revised 01/07/10

This rider is part and parcel to the attached contract dated \_\_\_\_\_ between Level 10 Band (hereinafter referred to as "Artist") and \_\_\_\_\_ (hereinafter referred to as "Purchaser").

All provisions contained herein are part of one and the same contract. Purchaser warrants that it has the right to enter into this contract and is of age. Purchaser agrees to supply at Purchaser's sole cost and expense and adhere to the following requirements of Artist:

Should there be a problem in meeting a requirement of this Rider, the Purchaser must contact:

**PERSONAL MANAGER:**  
ProMusicLab  
2664 Enterprise Rd  
Suite #A4  
Clearwater, FL 33763  
Tel: (727) 423-6985  
Email: Info@ProMusicLab.com

**TOUR MANAGER:**  
ProMusicLab  
Info@ProMusicLab.com

### Purchaser will complete the following:

Person in charge of concert

\_\_\_\_\_  
Office ph \_\_\_\_\_ Fax \_\_\_\_\_ Home ph \_\_\_\_\_  
\_\_\_\_\_

Production Manager / Technical Coordinator \_\_\_\_\_

Office ph \_\_\_\_\_ Fax \_\_\_\_\_ Home ph \_\_\_\_\_  
\_\_\_\_\_

Venue Address

\_\_\_\_\_

Venue ph \_\_\_\_\_ Venue Fax \_\_\_\_\_ Back stg  
\_\_\_\_\_

Production ph \_\_\_\_\_ Production Fax \_\_\_\_\_

### **Ground Transportation**

Ground transportation must be provided at no cost to Artist. A runner with a 15 passenger van will be sufficient for this purpose. If Artist will be traveling by tour bus, the tour bus must be left at venue for duration of engagement from load in through load out. This vehicle cannot be used to transport band members from hotel to venue for sound check and show.

### **LIABILITY**

Promoter and venue agree to indemnify Artist and name Artist as additional insured under a general liability policy with limits no less than one million dollars. Promoter will provide Artist a certificate of insurance upon execution of the contract.

### **I. BILLING, ADVERTISING, AND PUBLICITY**

- A. Artist shall receive one hundred percent (100%) Sole Star billing or Special Guest billing, which ever is applicable, in all advertising, lights, displays, programs, etc. Billing, advertising, and publicity is to read in bold block lettering: (100%) Level 10 Band. Copies of all printed advertising, previews, and reviews should be mailed to Artist's management for approval to release.  
Approval shall not be unreasonably withheld by Artist's management.
- B. Any and all opening acts must be approved by the Artists in writing prior to the performance date.
- C. Purchaser shall allow absolutely no video taping, photographing, recording, or broadcasting of Artist's performance without prior written approval from Artist's management. Purchaser shall not commit Artist to any personal appearances, interviews, or any other type of promotion without prior consent from Artist's management.
- D. Artist shall have the sole and exclusive right, but not the obligation to sell souvenir merchandise carrying Artist's name (i.e., t-shirts, hats, jackets, etc.), including Compact Discs in connection with and at the

performance hereunder, and the receipts there from shall belong exclusively to the Artist.

- E. Purchaser agrees that there shall be no signs, placards, banners, or other advertising materials on or near the stage during the entire performance, nor shall Artist's appearance be sponsored by or in any manner be tied with any commercial product and/or company, without Artist's or management consent.
- F. Purchaser agrees to designate the area immediately surrounding the stage as a NON SMOKING area.

## **II. TICKETING**

- A. Purchaser agrees to have all tickets printed by a bonded ticket printer and shall submit to Artist's manager prior to the performance a certified ticket manifest listing the number of tickets printed at each price.
- B. Purchaser shall be liable for any and all counterfeit tickets and under no circumstances shall Lender assume a loss on such tickets.
- C. Purchaser shall be strictly accountable for having all unsold tickets on hand at the box office for each performance at intermission or the closing of the box office, whichever is earlier. All tickets not on hand shall be conclusively deemed sold at the highest price that the said seat could have been sold for, except for complimentary tickets herein permitted.
- D. Purchaser agrees to make available at no charge to Artist up to Fifty (50) of the best seats in the house for Artist's guests. Purchaser will be contacted by Artist's management on or before the day of the performance with the final number required, the balance of which may be placed for sale.
- E. Except as outlined in the prior paragraph, there shall be no complimentary or discount admissions except, a maximum of twenty-five (25) admissions (or 1% of housing seating, whichever is greater), which may be distributed to accredited members of the press or media.

## **III. PRODUCTION REQUIREMENTS**

(Please read these paragraphs carefully. Any breach of these terms is a material breach of this agreement and may cause Artist to refuse to perform without releasing Purchaser from the obligations of full payment to Artist.)

- A. Purchaser agrees to furnish, at his cost, his personal representative

capable of making decisions pertaining to the engagement from the time of arrival of production equipment through the time of departure.

- B. Purchaser shall provide one (1) Runner familiar with local suppliers of materials required for concert presentations. Runner shall utilize his own or Purchaser's vehicle. Runner shall be available from scheduled load-in time until completion of load-out and shall take direction only from Artist's Production Manager.
- C. IT IS THE PURCHASER'S OBLIGATION TO INFORM THE ARTIST'S PRODUCTION / TOUR MANGER OF ANY MANDATORY UNION BREAKS, CURFEW, FIRE REGULATIONS, MINIMUM LIGHT LEVEL REQUIREMENTS, MAXIMUM SOUND LEVEL LIMITS, OR ANY OTHER UNIQUE REGULATIONS OR PECULIARITIES AT LEAST FOURTEEN (14) DAYS PRIOR TO ENGAGEMENT, AS SUBESQUENT EVALUATION THEREOF MAY PLACE THE PERFORMANCE IN JEOPARDY.

#### **IV. STAGING**

- A. A stage area of twenty-four (24) feet wide by eighteen (18) feet deep will be sufficient. Notify Artist's Production manager of smaller stage dimensions. In addition, the stage shall be five (5) feet in height. (Theater stages are excluded from this dimension.) There shall be two (2) sets of strongly secured steps with handrails fastened to each side upstage rear of all temporary stages. The Stage should be of rigid construction capable of supporting one hundred and ten (110) pounds per square foot. Stage must have sound wings where needed. For stacking of PA speakers.
- B. Purchaser agrees that the building will be adequately heated or air-conditioned as to provide proper working conditions for crews at the discretion of Artist.

#### **V. POWER REQUIREMENTS**

- A. Rigging / Chain hoist service: 120 / 208 volt, 3 phase (5 wire) 60 amps per leg.
- B. Lighting service: 120 / 208 volt, 3 phase (5 wire) 600 amps per leg.
- C. Sound and Stage service: 120 / 208 volt, 3 phase (5 wire) 200 amps per leg.
- D. Three (3) separate ground taps of +/- zero (0) potential are required,

one from each of those three services.

- E. When full current is drawn, voltage shall vary no more than five (5) percent from the voltage with no current drain.
- F. Bus power: Please provide 2 X 60 amp single-phase services.

## **VI. STAGE CALL / UNION CALL**

- A. Load-in and Load-out: The equipment load in shall be \_\_\_\_\_ am/pm. On the day of the performance, unless otherwise informed by the Production Manager. The show is scheduled to end by \_\_\_\_\_ am/pm. Load-out will commence immediately after the final encore. In instances where portable stages are in use the stage should be completely set up prior to load in time.
- B. Artist's Production Manager will contact Purchaser's Production Manager regarding stage call prior to show's arrival. It may be necessary to change the stage call by up to two (2) hours, depending on local conditions.
- C. Union call: LOAD-IN / LOAD OUT
  - 1. One (1) Rigger
  - 2. One (1) Ground rigger
  - 3. One (1) Electrician
  - 4. Four (4) Loaders (per local regulations)
  - 5. Eight (8) Stagehands
- D. Union call: SHOW.
  - 1. One (1) House Electrician
  - 2. One (1) House lights operator
  - 3. Four (4) Deck hands
  - 4. Two (2) Spot operators
- E. Loading Area: The loading areas and backstage areas should be cleared of all vehicles and equipment prior to load-in and load-out.

- F. Snow Removal: During inclement weather, Purchaser is responsible for providing snow removal equipment and salt or sand for clearing the loading area.
- G. Vehicle Parking: When there is no parking lot the following must be provided by the Purchaser at his sole expense: Parking permits, Parking Meters bagged, and / or Streets blocked off wherever possible/necessary.

## **VI. SOUND CHECK, REHEARSAL, LIGHT FOCUS**

- A. The show requires a technical rehearsal for a minimum of two hours. Purchaser agrees to make all parties aware of this fact and to schedule union breaks to allow this to take place without interruption.
- B. Purchaser understands that the complexity of Artist's equipment necessitates a complete check before each show. The check may be performed by Artist or by road crew at Tour Managers option.
- C. The house electrician will be present for the entire period of the sound check / rehearsal / light focus.
- D. Doors will not be opened until permission is given by Artist's Production Manager.
- E. Control of Personnel: Purchaser agrees that the stagehands and other personnel furnished by Purchaser shall comply with Artist's Tour and / or Production Managers' direction as to the setting of the performance.

## **VII. SECURITY AND PASSES**

- A. Artist will provide passes to all local personnel requiring access to dressing room areas. No other passes, badges, or identifying symbols will be honored. No unauthorized personnel will be admitted to dressing room areas.
- B. The dressing room areas shall be under the direct and exclusive control of Artist. Access thereto shall not be permitted to anyone by Purchaser except as required by applicable statute of municipal fire or safety regulations. The dressing rooms must be manned by security as per instructed times.
- C. One (1) security man must be present from the beginning of show load-in until all of Artist's equipment is out of the building.

- D. Purchaser further agrees to provide all security personnel and equipment necessary to protect Artist's sound and lighting equipment and all musical equipment, instruments and personnel during entire time said equipment and personnel occupy place of performance. In the event of multiple consecutive performance days, overnight security guards must be provided in addition to normal performance security personnel.
- E. Under NO CIRCUMSTANCES are security personnel to go into Dressing Room AT ANY TIME before, during or after the arrival of Tour Personnel unless specifically instructed to do so by a member of the Tour.
- F. A short security meeting will be required several hours before doors. The venue's security director should be present with Purchaser, and Artist's Tour or Production Manager. Venue security director will be given Passboards indicating pass access. These passboards are to serve as a guide for all security personnel and are to be posted at each backstage access point. Every person regardless of stature must wear a pass at all times. Artist reserves the right to confiscate any pass from any person it deems inappropriate, in any way, to be a pass holder.

## **VIII. HOUSE LIGHTS / SPOT LIGHTS**

- A. House lights are to be under the control of Artist's Production Manager or Lighting Director at all times.
- B. Purchaser agrees to provide, at his sole expense two (2) spotlights, either Super Troopers or Xenon Gladiators, or equivalent. Spots must be in perfect working order and tested prior to the engagement.
- C. Spotlight operators must be competent, experienced, and have English as their first spoken language. Operators must be available thirty (30) minutes prior to show time for pre-show briefing.
- D. RTS or ClearCom communication system must be provided, connected to Spot Operators, Band Lighting Director, FOH Mix position, and Stage Manager / House light operator.

## **IX. RIGGING**

- A. The Artist intends to fly both Sound and Lights wherever possible. Please notify Artist's Production Manager at least four (4) weeks prior to engagement as to any weight restrictions, structural limitations or

safety ordinances that might restrict the hanging of the show.

- B. Purchaser agrees to provide and pay for at his sole expense the necessary riggers and helpers to hang Artist's sound and lighting system. One (1) rigger and one (1) ground rigger are required at the time specified by Artist's Production Manager to assist Artist's rigger. Normally this call will be on the morning of the show or the evening before, depending upon the difficulty of the rigging.
- C. Whenever the access to venue rigging is not normally accessible the Purchaser shall provide and pay for a Hi-ranger or Cherry Picker that will reach said rigging. The equipment shall be in perfect working order, with ample fuel supply and experienced operators.
- D. Artist shall have total access of all rigging lines and venue rigging equipment at no cost to Artist.
- E. At all times all obstructions, i.e. scoreboards, signs, etc. must be removed or raised to their maximum height.

## **X. OUTDOOR ROOF AND WEATHER PROOFING**

- A. The roof covering the stage at all outdoor concerts will be of weight supporting nature, capable of supporting an additional 25,000 lbs. Of total distributed weight. The roof must be rectangular or square. Purchaser acknowledges that the Artist cannot use circular or trapezoidal shaped roofs.
- B. The minimum dimensions of the roof are:
  - 1. 48 feet wide by 40 feet deep
  - 2. fly at a minimum height of 30 feet.
- C. All roof plans must be submitted to the Artist's Production Manager no less than two weeks prior to the scheduled outdoor engagement. Approval of roof plans is the sole discretion of Artist's Production Manager, and any such approval shall not relieve the Purchaser of his/her sole obligation to insure the safe construction and design thereof.
- D. At all open air concert venues Purchaser shall, in addition to Purchaser's obligation to cover stage, sound wings and roof, provide adequate cover to protect all sound consoles, lighting consoles, all follow spots and the operators of all the above-mentioned equipment

customarily placed in the house as opposed to on stage. The cover shall protect against rain, wind, sun, and all types of weather conditions.

- E. At all open-air venues, Purchaser shall provide a sufficient amount of new plastic covering to cover all Artist's equipment. At least 12 large rolls of ten (10) mil plastic sheeting, in roll form, shall be available to cover all equipment. In no case will used or soiled plastic be acceptable, only new plastic will be used.

## **XI. AUDIO SPECIFICATIONS**

(THE FOLLOWING IS TO BE PROVIDED BY PURCHASER AT NO COST TO ARTIST. ANY SUBSTITUTIONS NEED TO BE CLEARED WITH TOUR OR PRODUCTION MANAGEMENT BEFORE BEING CONSIDERED ACCEPTABLE.)

### **A. Front of House Processing**

1. 1 Yamaha PM4000, 40 channel mixing console. Midas XL 4, PM3500 or equivalent are acceptable substitutions.
2. 1 Klark-Teknik DN360 Stereo 1/3rd octave equalizer inserted onto main stereo outputs. White and BSS equalizers or equivalent are acceptable substitutions.
3. 8 Channels of APHEX "Expressor" Compressor/Limiters. Klark-Teknik, BSS, and Drawmer, or equivalents are acceptable. Units must be capable of inserting into console channels or sub groups.
4. 8 Channels of APHEX noise gates. Klark-Teknik, BSS, and Drawmer, or equivalents are acceptable substitutions. Units must be capable of inserting into console channels.
5. 3 Digital Reverb unit. Lexicon 480L with LARC, Lexicon PCM-80, Yamaha REV-5, or equivalent are acceptable.
6. 1 Multi Effects processor. Eventide H-3000, Yamaha SPX-990, or Lexicon LXP- 15 is acceptable.
7. 1 Digital delay unit. TC Electronics 2290, Lexicon PCM-42, or equivalent is acceptable.
8. 1 Professional Compact Disc player. No portables please.

## B. Main Speaker System.

1. Main front of house speaker system should be configured in stereo. Speaker system should consist of enough components and be flown or stacked as to deliver even coverage to entire venue at a level of 110db (+/- 3db). System should be free of hum, buzz, or hiss, and idle noise should not exceed 40db-C @ 1 meter.
  
2. The following speaker systems are preferred:
  - a) VDosc with VDosc Subwoofer..
  - b) JBL VerTech system
  - c) Turbosound, Flashlight, or Floodlight Rigs Only.
  - d) Martin Audio, Wavefront System or Martin Audio, F-2 System.
  
3. Each of the above speaker systems should be adequately powered according to the manufacturers specifications. The appropriate manufacturers processing device shall be employed when applicable to these systems.
  
4. Speaker systems that are not listed, and proprietary speaker systems, should be cleared with management before being considered acceptable.

## C. Monitor System Processing

1. 1 Yamaha PM4000M, 40 channel monitor console. RAMSA WR-S840 or MIDAS XL-3 are acceptable substitutions.
  
2. 8 Channels of Klark-Teknik equalization to be inserted into monitor mix master outputs. White and BSS are acceptable substitutions.
  
3. 4 Channels of APHEX "Expressor" Compressor/Limiters. Klark-Teknik, BSS, and Drawmer, or equivalent is acceptable. Units must be capable of inserting into console channels or sub groups.

4. 4 Channels of APHEX noise gates. Klark-Teknik, BSS, and Drawmer or equivalents are acceptable substitutions. Units must be capable of inserting into console channels.
5. 2 Multi Effects Processors. Lexicon LXP-15, Yamaha SPX990 or equivalent are acceptable.

#### D. Monitor Speaker System

1. 10 Biamped, processor based, monitor wedges on 8 individual amp channels. Apogee Sound Inc. AE-6b or AE-6nc preferred. Meyer Sound Labs UM-1 or equivalent is acceptable. (NOTE: A matching cue wedge should be employed for monitoring.)
2. Each of the above speaker systems should be adequately powered according to the manufacturers specifications. The appropriate manufacturers processing device shall be employed when applicable to these systems.
3. Speaker systems that are not listed, and proprietary speaker systems, should be cleared with management before being considered acceptable.

#### E. Miscellaneous

1. A split snake system capable of supplying the front of house, and monitor consoles with at least 40 inputs from the stage will be required. Transformer isolation is preferred. Additional snake channels for return lines to stage will be required where applicable.
2. All microphone lines, insert cables, and system interconnects should be provided.
3. A power distribution system should be employed to supply power to the entire audio system, stage gear, and related equipment. Audio power should be tied in on a separate electrical service from lighting whenever possible.
4. An intercom system between Main and Monitor consoles as well as Lighting and Spotlight operators will be required.

## F. Input List for Artist

Show:	Level 10 Band	Advance with Levy DeAndrade 727-423-6985		
Date:	As of 1/8/2010	<a href="mailto:Info@Level10Band.com">Info@Level10Band.com</a>		
CH	Description	Mic	Insert	Mons
1	Kick	SM-52		Yes
2	Snare	Beta 57		Yes
3	Hat	AKG 391		Yes
4	Rack 1	MD421	Gate-Aphex Type C	Yes
5	Rack 2	MD421	Gate-Aphex Type C	Yes
6	Floor 1	MD421	Gate-Aphex Type C	Yes
7	Floor 2	MD421	Gate-Aphex Type C	Yes
8	Over <	AKG 391		Yes
9	Over >	AKG 391		Yes
10	Bass	DI	Comp	Yes
11	Keys CP L	XLR	Comp	Yes
12	Keys CP R	XLR	Comp	Yes
13	Keys M3 L	DI	Comp	Yes
14	Keys M3 R	DI	Comp	Yes
15	Keys Motif L	DI	Comp	Yes
16	Keys Motif R	DI	Comp	Yes
17	Sax	XLR	Comp	Yes
18	Conga 1	Beta 58		Yes
19	Conga 2	Beta 58		Yes
20	Table L	AKG 391		Yes
21	Table R	AKG 391		Yes
22	Perc Voc	Beta 58		Yes
23	Timbale	SM57		Yes
24	SR Voc	Beta 58		Yes
25	Center Voc	Beta 58		Yes

### Monitors

Drums 1 wedge w/sub 1 mix  
 Perc 2 wedges 1 mix  
 Sax 2 wedges 1 mix  
 Keys 2 wedges 2 mix  
 Bass 1 wedge 1 mix

### FX

1 DDL House  
 3 Rev House  
 2 Rev Monitors

## XII. BACKLINE REQUIREMENTS

A. Purchaser will provide the following at his sole expense:

1. Keyboards
  - a) Yamaha CP300
  - b) Korg M3 61-keys
  - c) Yamaha Motif XS 61-Keys
  - d) 2 - Proline keyboard stands
2. Sax
  - a) 1 - Wireless Microphone System for Wind Instrument (receiver, transmitter, and clip-on microphone for sax) – select one of the following options listed in order of preference:

b) Audio Technica AEW-R4100 (or AEW-5200) receiver and AEW-T1000 UniPak transmitter

c) ATM350cW (or PRO 35cW) Cardioid Condenser Clip-on Instrument Mic  
Terminated with locking 4-pin connector for the UniPak w/ AT8418 instrument mount for the sax or

d) Audio Technica ATW-3100 receiver and ATW-T310 UniPak Transmitter  
ATM350cW (or PRO 35cW) Cardioid Condenser Clip-on Instrument Mic  
Terminated with locking 4-pin connector for the UniPak w/ AT8418 instrument mount for the sax or

e) Shure UHFR, ULX, or SLX Instrument Wireless System with BETA98H clip-on mic for sax or

f) Samson AirLine 77 UHF Wind Instrument Wireless System for sax

### 3. Drums

a) Peal Master Series (Maple or Birch)

b) 10"x 8" 12"x 8" Mounted Toms / 14" & 16" Floor Toms  
(Remo Clear Emperor Heads)

c) Kick Drum: 22"x 18" (Remo Clear Power Stroke 3 Head)

d) Snare drums: 14"x 5" (Wood or Metal)

e) Hardware, Four Boom stands, 1 Snare stands, 1 Drum throne

f) Pearl Eliminator Foot pedal

g) HI HAT stand

h) Cymbals - Paiste Signature Series, 20" Full Ride, 16", 17", 18" Full Crashes, 8" Splash, 13" Medium Hi Hats, 20" Signature China. (optional comporable Zildjian cymbals but must have 13" Hi Hat cymbals)

### 4. Percussion

a) 3 LP Classic Congas with LP Collapsible Cradle Stands- Conga, Quinto, and Tumba (optional LP Matador)

b) 1 pair of LP Bongos with Stand.

c) 1 set of LP Tito Puente model Timbales with Stand, Cowbell Mount and Cowbell.

- d) 1 LP Percussion Table
- e) 3 Boom Cymbal Stands
- f) 3 assorted Cymbals- Smaller China, 8-10" Splash, 18-20" thin Crash or Ride.
- g) 1 LP Wind Chimes (64 chimes)

5. Bass

- a) 1 - GK800RB Bass Head
- b) 2 - SWR Goliath III Bass Cabinets
- c) 1 - Hartke HA7000 350 watts x 350 watts
- d) 1 - Hartke Series VX410 Bass
- e) (order of preference: SWR, Eden, Ampeg, or Hartke)

### **XIII. LIGHTING REQUIREMENTS**

- A. Purchaser agrees to provide at his sole expense the following:
- 1. A first class light show consisting of 2 40' double hung "Thomas" style trusses
  - 2. 60 1K Par Cans complete with rigging, motors and/or ground support to safely suspend lighting to a usable trim height
  - 3. All color media, dimmers and control are to be provided as well as proper power distribution and communications to spot operators and stage from the lighting desk and front of house audio console
  - 4. A plot will be discussed during the advance

### **XIV. PRODUCTION OFFICE**

A. From one half hour before stage call until one half hour after load-out has been completed, this room is for the sole use of Artist's production staff and should contain the following:

- 1. One (1) large table.
- 2. Three (3) folding chairs.
- 3. At least two (2) unrestricted outgoing and one (1) incoming telephone line.
- 4. Telephone numbers to these back stage phones and the box office should be sent to Artist's Tour/Production Manager no later than (3) weeks prior to engagement.

## **XV. DRESSING ROOMS**

- A. One (1) Dressing room will be required. Room should be properly heated or air-conditioned as needed.
- B. This room should have a door lock and keys are to be made available to Artist's Production / Tour Manager.
- C. The room should contain the following.
  - 1. Furniture, seating.
  - 2. One (1) full length mirror.
  - 3. Four (4) large bars of soap.
  - 4. Ten (10) large bath towels.
  - 5. Two (2) 110 v / 20 amp electrical outlets.
  - 6. One (1) large table for catering/hospitality.
  - 7. One (1) Iron and Ironing board

## **XVI. TRANSPORTATION**

- A. Purchaser agrees to supply, at Purchaser's sole expense, one (1) fully licensed, fully insured late model 15 passenger van to transport band and crew to and from hotel, airport, and venue as Artist's schedule may dictate.

## **XVII. ACCOMMODATIONS**

- A. Five (5) rooms at a hotel acceptable to Artist, and ground transportation to be provided for at Purchaser's sole expense
- B. Air transportation to be provided by Purchaser at Purchaser's sole expense and delivered to Artist's Tour manager no later than ten (10) days prior to departure

## **XVIII. BREACH**

- A. In the event of a breach of this Agreement by the Purchaser, Artist shall have the right to refrain from performing or to discontinue a performance. If such breach occurs during the rendition of a performance, and in such event the Purchaser shall be liable to Lender and Artists as if the Artists had fully performed. A breach of any clause contained in this Rider by the Purchaser shall be deemed a material breach. If the Artists elect to perform or continue to perform in the

event of such a breach, the performance by Artists shall not constitute a waiver of any claim Artists or Lender may have against Purchaser for damages or otherwise. In the event of a breach of this contract by the Lender or Artists, Purchaser's damages shall be limited to the actual and necessary out-of-pocket expenses, which were directly incurred in connection with the performance.

- B. In the event that the Purchaser and Lender have entered into agreements regarding Artist's services in connection with multiple engagements whether or not at the same location, and in the event that the Purchaser terminates or commits a breach or default in connection with one or more of any of such agreements (hereinafter called 'Purchaser's default'), Lender shall have the right to refrain from furnishing Artist's services under any agreements with Purchaser, unless within two days of a demand from Lender, Purchaser delivers to Lender all amounts due and payable to Lender in connection with any previous engagements or agreements and delivers to:

ProMusicLab  
c/o Levy DeAndrade  
2664 Enterprise Rd, Suite A4  
Clearwater, FL 33763  
Tel: 727-423-6985

the full guarantee on all future engagements, such items to be held in escrow and payable pursuant to the terms of the agreements for said engagements as an assurance of performance. The exercise of said right by Lender to refrain from furnishing Artist's services will in no way relieve Purchaser or his obligations pursuant to any such agreements or affect Purchaser's liabilities or Lender's rights and remedies for damages sustained by Lender or Artist as a result to Purchaser's default. Notwithstanding anything to the contrary contained herein, it is expressly agreed by the parties hereto with respect to the interpretation, performance or enforcement of this paragraph or the Agreement, or arbitration in Los Angeles, California under the labor rules and regulations and procedures of the American Arbitration Association which are incorporated herein and by this reference made a part hereof. In the event any action, proceeding, or arbitration is instituted by any party hereto with respect to the enforcement or interpretation of this Agreement, and this Rider, or any provision thereof, the party which prevails in said action, proceeding or arbitration shall be entitled to recover all its costs and expenses including, without limitation, attorney's fees incurred in connection herewith.

**XIX. FORCE MAJEURE**

- A. If Artist shall be unable for any reason outside his control to attend the engagement, Artist shall not be required to perform, in which instance, any moneys paid by Purchaser shall be returned and neither party to this agreement shall be under any further obligation to each other.
- B. In the event of civil disorder and the likes of which could result in damage to like or property, Artist in his sole judgment, shall have the right to terminate this agreement without liability.

**XX. PAYMENTS**

- A. All payments (guarantees and overages) shall be made to Artist or designated representative upon request 30 minutes before show time.
- B. All payments shall be made in cash unless prohibited by law, in which event payment must be by certified check or cashier's check, made payable to Level10 Band.
- C. All payments must be made in accordance with the schedule of payments set forth in the Agreement and any failure to make such payments shall relieve Lender and Artists of their obligation to render their services hereunder and Purchaser shall not be relieved of Purchaser's obligation to pay Lender all the sums due as if Artists and Lender had fully performed their obligations hereunder.
- D. If any additional payment is to be based on a percentage of the gross receipts, Lender shall have the right to have its representative in the box office at all times. Prior to the performance, Purchaser must give to Artist's manager a seating plan of the house, showing the number of seats and standing room capacity at each price. Purchaser warrants that the number of tickets printed shall be the same as the number of seats and standing room capacity at each price.

**AGREED AND ACCEPTED BY:**

\_\_\_\_\_

PURCHASER - DATED

\_\_\_\_\_

ARTIST / REP. - DATE