**STONE HORSES**

2020/2021

**Tour Rider**

**CONTACTS:**

TM TBD:

Band contact: John Allen # (301) 471-2962

Johnl.k.allen@me.com

**MANAGEMENT:**

Kevin Lee at

STRAIGHT 8 ENTERTAINMENT

201 22nd Ave N. Suite C

Nashville, TN 37203

310-999-2318

kevin@straight8entertainment.com

**BUSINESS MANAGEMENT:**

Nathan Richman at

Rich Business Management

500B Lake Street Ramsey, NJ 07446

### nathan@richmanagement.com

 **BOOKING AGENCY:**

Jim Lenz at

TKO

5743 Corsa Ave. Suite #115

Westlake Village 91362

310-273-9200

jimlenz@tkoco.com

**Artist’s Tour Rider Cont.**

This rider is an integral part of this agreement. No Changes may be made without prior written authorization by artist or artist's representative.

**A. BUY-OUT & CATERING**:

1. Purchaser agrees to provide one of the following:

a. Buy-out for Artist and Artist's crew, eight (8) people total at $20 per person, or

b. Catered/restaurant meal at no cost to Artist, for eight (8) people.

 All dinners need to include salad, bread and fresh vegetables

Suggestions:

Grilled Chicken, Steamed Rice and steamed Broccoli and Green Beans and hot rolls

Pasta and mild sausage with 2 types of Sauces (Alfredo and a meatless red Sauce) & garlic Bread

Barbeque Chicken with Baked Potatoes and corn on the cob and hot rolls

Chicken Stir Fry with Lo Mien Noodles, steamed rice and extra Chinese vegetables

Grilled Steak – Prime Rib preferred, Baked Potatoes, grilled veggies , soup and hot rolls.

IF FISH IS TO BE SERVED, THEN THERE MUST BE ANOTHER MEAT (Hamburgers) OR PASTA SELECTION TO ACCOMPANY THE MEAL. PLEASE ADVANCE WITH BANDS TOUR MANAGER.

2. The Purchaser agrees to supply the Artist's dressing room with the following at their scheduled time of arrival:

a. Hot meal or dinner buyout for eight (8) people as stated above.

b. Plastic utensils, paper plates, and napkins.

c. Ten(10) clean towels.

d. 1 bag of fresh ground coffee (preferably Peet’s House Blend or French Roast)

e 1 container half and half creamer and 1 flavored cream (preferably FAT FREE French Vanilla)

f. Sugar or Sugar in the Raw packs

g. 2 Cases (48) Large (20 oz) bottles of spring water

h. 1 bottle Cranberry juice

i. 1 two liter bottle of Canada Dry Ginger Ale

 j. 1 case of Coke (Mexican or Kosher Coca-Cola preferred)

k. 1 large container of CLEAN ICE

l. 1 deli tray (assortment of meats, cheese, veggie)

m. 1 fresh fruit tray or picked Assortment of Fresh and Cut Fruit ( berries, honey dew, cantaloupe, watermelon, apples, etc)

n. Tostito Chips and Salsa

o. 1 half gallon Fresh Squeezed or Simply Orange Juice

p. 1 loaf of Wheat and 1 bag of Pita bread and a container of hummus

q. 1 bag of snickers miniatures

r. 1 Box of Throat Coat Tea Bags

s. Two (2) Cases of Beer, (One(1) case of Miller Lite Bottle beer, One (1) case of Grolsch/Becks/Heiniken bottle beer.)

t. One (1) - Coffee Maker

u. One (1) fifth of Captain Morgan Private Stock Spiced Rum

v. One (1) - Tea Maker

AFTER SHOW FOOD – 2 Cheese Pizzas (please advance after show food with Tour Manager)

**B. BILLING:**

1. The correct billing for Artist to be used in all promotion and advertising is: "**STONE HORSES**" I CAPITAL LETTERS. The Artist is to receive 100% sole exclusive headline billing in all forms of display and advertising unless otherwise agreed to by artist or artist’s representative. The Artist must approve any and all supporting acts and has to approve and control their respective order of performance. EMPLOYER UNDERSTANDS THAT IT IS HIS SOLE RESPONSIBILITY TO USE HIS BEST EFFORTS TO PROPERLY PROMOTE AND ADVERTISE THIS PERFORMANCE. All Advertisement (in any form) shall be at any time in advance of the performance, presented to Artist Representatives (Booking Agent, Management and Tour Manager) and must be included in the settlement of schedule performance to band Tour Manager.

C. **PAYMENTS & DEPOSITS:**

All payments must be received by the date specified in the contract. All payments made on the night of this show MUST be made in CASH or CASHIERS CHECK check made out to "**CCD Touring INC."**

**FED ID#**

All deposits must be received by Artist’s Agency as per the attached contract at least 30 DAYS PRIOR TO PERFORMANCE.

3. In the event that compensation payable to Artist hereunder is measured in whole or part by a percentage of receipts, Artist shall have the right to set a limit to the number of free admissions (Guest List) authorized by the employer. If employer is unable to accurately determine the number of persons admitted free, the employer agrees to accept as binding a reasonable estimate made by the Artist's representative. Furthermore, employer agrees that at no time will the number of free admissions be in excess of 50 people total. This is to include Venue, Radio, all Media, Promoter and any other entity requesting free admission to STONE HORSES Performance. Employer agrees to provide STONE HORSES with Thirty (30) Guest Passes for each performance.

4. Details of all expenses will be made available along with copies of all supporting invoices and receipts to the Artist's Tour Manager. If there is a show expense that a receipt is not provided for by Promoter at time of STONE HORSES show settlement, it will be deem non-recoupable against any show expenses, promoter expenses or band overages. No exceptions. Artist will not be charged.

5. Employer hereby agrees to provide at his sole cost and expense all technical and hospitality requirements as set forth in attached rider. All sound and lighting equipment shall be made accessible to band and crew. All Vendor bid invoices must be presentable to STONE HORSES' Tour Manager 7 days in advance of scheduled performance date. The Vendor Invoices must match the invoices at the time of show settlement. Any variances, unless approved by STONE HORSES' Tour Manager in advance or on day of show, will not be considered a viable show expense and will not be factored into any cost of show or promoter expenses.

**D. SPECIAL LAWS & ORDINANCES:**

1. Prior to execution of this contract, PROMOTER shall notify ARTIST of any laws or rules covering specific regulations that could affect the performances, including, but not limited to, pyrotechnics, decibel levels, curfews, hall lighting, crowd control regulations, facility access and other performance restrictions. Such notifications should not be interpreted to imply Artist's consent to said restrictions. Consent (particularly when dealing with decibel restrictions) must be obtained from Artist in writing.

**E. TICKETS & BOX OFFICE:**

1. The ticket prices may not be varied without prior written approval. If any of the ticket prices are varied in any respect, the percentage compensation payable to the Artist shall be based upon the prices set forth above, or upon the actual ticket prices, in effect, whichever is higher. Tour Manager will have the right to cancel performance if payment or refund is not made immediately.

2. Tickets for radio, press, TV, record company, promoter or any other party negotiated through the promoter and/or respective party shall in no way affect the Artist's receipts in a percentage or any other situation. All ticket list must be submitted to STONE HORSES Tour Manager two (2) hours before Scheduled door time. Tour Manager has the right approve or disapprove any Guest list request list. If list is not turned in 2 hours before scheduled door time, Tour Manager shall use his/her discretion whether the guest list will be accepted.

3. The employer agrees that the Tour Manager shall have the right to enter the box-office and inspect the records of the employer and venue relating to the gross receipts of this engagement.

**F. SECURITY:**

1. Promoter guarantees proper security at all times to insure the safety of STONE HORSES and crew, their instruments, all equipment, and personal property before, during, and after the performance. Promoter will provide stage security which will deny the audience access to the stage, without interrupting the performance by standing up and/or dragging the audience members on to the stage with exclusive exception of imminent danger of bodily harm to any person.

2. It is Promoter's full responsibility to provide security in all position's which the Tour Manager deems appropriate including touring vehicles, dressing rooms, back stage, the mixing board, front of stage, etc. The Full security staff shall be available to Band’s tour manager One (1) hour before scheduled doors for briefing by tour manager.

**G. REPRODUCTION OF PERFORMANCE:**

1. There will be no tape recordings, video recordings, or radio broadcasts during the performance unless prior WRITTEN consent of Artist's representative is received.

**2. ARTIST HAS 100% CONTROL OF PERFORMANCE**

**H. FORCE MAJEURE:**

1. It is STONE HORSES obligation to perform engagement referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, act of GOD, riots, strikes, labor difficulties, epidemics, and any act or order of any public authority or any cause similar or dissimilar, beyond the band's control.

2. Provided STONE HORSES is ready, willing and able to perform and has not been informed of cancellation within a reasonable period of time prior to performance dates(s) and unless agreed to by artist or artists representative, Promoter agrees to compensate STONE HORSES (CCD Touring Inc.) in accordance with the terms hereof regardless of act of GOD, fire, accident, riot, strike, or any events of any kind of character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.

**I. INDEMNIFICATION:**

1. Promoter agrees to indemnify and hold harmless STONE HORSES and their employees, contacts and agents from and against any claims, cost, expenses, damages, liabilities, losses, or judgments arising out of, or in connection with, any claim demand or action made by any third party, if such are sustained as direct or indirect consequence of the engagement.

**J. PUBLICITY & ENDORSEMENTS:**

1. The name of the Artist may not be used or associated directly or indirectly with any product or service without express prior written consent of Artist. Co-promotions or co-presents with any radio, television, media, or company **must be cleared with ARTIST MANAGEMENT in writing prior to commitment.**

2. There shall be no signs, placards, banners, or other advertisement material on or near the stage during the entire performance, nor shall Artist appearance be sponsored by or in any manner tied in with any commercial product(s) or company (ies) without prior consent of Artist in writing.

Artist and management will do as much as possible to help promote their performances.

All Personal appearances and endorsements must be arranged and approved through and with prior consent of the artist tour manager.

(All request must be made within 7 days of the scheduled event)

**K. MERCHANDISING:**

1. A reasonable area within the venue should be set aside for the sale of Artist merchandise. Terms as per contract. Charm City Devils shall retain 100% of Band’s Music sales, i.e. Compact Disc, Cassettes…

**L. CANCELLATION:**

1. Promoter agrees that STONE HORSES may cancel engagement hereunder, at STONE HORSES’ sole discretion, by giving Promoter notice thereof at least thirty (30) days prior to the commencement date of the engagement.

**M. LOAD IN/OUT:**

1. Promoter must provide access to venue six (6) hours prior to doors and two (2) hours after STONE HORSES performance. Purchaser must provide vehicle access within 50 feet of the stage for load in/out. ABSOLUTELY NO AFTER SHOW ENGAGEMENTS ARE TO BE SCHEDULED WITHIN TWO (2) HOURS OF THE ENDING OF THE BANDS PERFORMANCE. NO HOUSE MUSIC (DJ’s or JUKE BOXES) SHALL BE ALLOWED DURING THIS TIME. AS THIS WILL INTERFERE WITH THE SAFETY AND SECURITY OF STONE HORSES AND ALL OF IT’S CREW.

2. Promoter shall supply and pay for a minimum of at least four (4) stagehands that will be present from load-in as stipulated. The stagehands/loaders shall not be dismissed until such time as the sound check is over and must be available again from the beginning of the performance until load-out is completed. It is further understood and agreed upon that should any stagehand not be available that the Promoter shall pay the Artist at the rate of $100 per stagehand. This is to be paid to the Tour Manager on the night of the engagement.

Promoter shall provide the following able-bodied, sober, English speaking stage crew:

If a stagehand / Loader is dismissed by Artist at anytime during this event, for any reason, the promoter shall pay the Artist $100.00.

Load-in: 2 stagehands - 2 loaders (2 can be used as stagehands/loaders)

Load Out: same as load-in

4. Lighting director shall report to STONE HORSES production manager at load-in to review lighting schemes and hang stage backdrops. No other backdrops will be permitted to hang or positioned in front of or anywhere on the stage at anytime during performance.

5. Promoter or representative able to make ALL decisions must be present at the venue from the time Artist and/or crew is scheduled to arrive and shall remain until all requirements of the contract and rider are fulfilled.

**N. PARKING:**

1. Purchaser agrees to provide, without let or hindrance from any local authority, traffic warden, etc. sufficient parking for a 45’ Tour Bus with 16’ foot trailer immediately adjacent to the venue. It is essential that all the entrances and exits, loading and parking areas, be kept clear at all times, especially in the event of snow and/or ice conditions. Promoter will be responsible for acquiring all city, county or state permits required for parking. If any parking violations are acquired during the allotted time of this engagement, the promoter will be fully responsible for payment of violations. This shall not in anyway be apart of artist settlement.

**O. SOUND CHECK:**

1. Artist must be given a complete sound check prior to the admittance of the audience for concert. Artist shall use his full array of equipment, and shall not be required to perform under any other condition. Doors may be held in order to enable Artist to complete sound check. Artist shall have full control of all house music prior to and after scheduled show times.

2. Promoter shall provide Artist with 1 (one) to 1 1/2 (one and a half) hours for sound check at the request of the Artist.

3. Promoter shall provide 1 case (24) Bottled Water during sound check.

4. Promoter shall also provide a minimum of two (2) experienced sound technicians familiar with the attached specified sound system, one of which will be required to serve as the Front of House Mixer’s assistant, and the other to serve as the Stage Manager’s assistant for the band's performance.

**P. DRESSING ROOMS:**

Promoter must provide at least one large, quiet, private dressing room available from the time of load-in until load-out. This room(s) is for the exclusive use of Charm City Devils, and should contain comfortable seating for eight (8), 12 large bath towels and 12 small hand towels, a large mirror, water, heating/air conditioning, private bathroom facilities and lock on the door with a key provided solely to STONE HORSES (if a lock is not possible a security guard MUST be provided). There should be direct stage access and be in close proximity to a phone.

Promoter must provide a clean, secure Production office for Artist Tour Manager with a desk, chair, electrical outlets, working wi-fi phone access/separate Internet access and the ability to lock office during time of bands performance. No one other than Charm City Devils tour manager and promoter shall have access to this room.

**Q. ACCOMMODATIONS:**

1. When agreed upon PROMOTER shall provide safe, comfortable, nearby hotel accommodations for band members: at least 4 (FOUR) double hotel rooms. Upon Tour Manager’s advance of hotel property.

When accommodations are not provided by PROMOTER, PROMOTER shall reserve 4 (FOUR) double hotel rooms.

**R. TIME:**

1. At no time during the scheduled performance (in its entirety) shall the agreed upon SHOW TIMES (load in, sound check, doors, opening acts, STONE HORSES’ performance and load out times) be changed / altered in any way. If Promoter request to change the scheduled SHOW TIMES, written notice within 7 days of scheduled performance must be submitted to Artist Booking Agent for review.

**S. VENUE TECHNICAL REQUIREMENTS:**

See Attached Technical Rider for all Sound, Lighting, Staging, Electrical and Back Line requirements. The attachment will be considered a binding and integral part of this Performance Contract. If the minimum requirements are not available, please contact Artist Management immediately.

**T. ARTIST BILLING:**

1. STONE HORSES shall start their performance no later than 10:30 PM on Weekdays and 11:00 PM on Weekends.

No more than two (2) bands shall perform before STONE HORSES and no bands will play after STONE HORSES performance unless agreed to by artist or artist’s representative.

**ACCEPTED AND AGREED TO**:

PURCHASER

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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DATE:\_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_



**2020/2021**

**Technical Performance Rider**

**SOUND SYSTEM:**

1. Sound System shall consist only of professional quality live sound reinforcement equipment. Every required piece of equipment will be in complete and fully functional order. The below requirements for sound is a minimum amount to provide complete coverage of venue with the legal capacity limit of 1600 persons. Any thing over 1601 persons, will require proper advancement with artist production management. The below system should be a stereo four (4) way active crossover system with a mono 2-way front fill system on a dedicated Aux send.

FOH P.A.

System should consist of a minimum of:

1. Eight (8) Subs – each cabinet loaded with 2 – 18” Sub drivers.

2. Eight (8) Tops – each cabinet should be of 3-way active crossover design. For larger venues, a complement of short throw and long throw enclosures must be provided. Top cabinets must be able to be flown.

3. Four (4) Near Field Tops – each cabinet should be of 2-way active crossover design. (Front loaded 12” preferred) Must be on a dedicated aux send.

4. Crown, Crest and QSC professional Amplifiers to precisely support the watt output of the enclosures components. Must provide a spare amp for Subs.

5. One (1) 40x8x2 FOH Mixing console. (Midas, Yamaha 4k, 35k, or 3k’s acceptable only, Crest and Certain Sound Craft consoles are acceptable.

6. Two (2) Dual 31 Band Graphic or 1/3 Octave Fully Parametric Dual Channel EQ (KT, BSS, WHITE, Ashley, DBX)

7. One (1) Digital Active Stereo 4-way Crossover for FOH P.A.

8. One (1) Digital Active Mono 2-3 way Crossover for Mono fill.

9. Two (2) FOH System Compressors – (KT, BSS or DBX 160 XT only)

10. One (1) Mono Fill system Compressor – same make

11. Eight (8) Channels of insert Compression Units (KT, Drawmer, BSS, Aphex Tube)

12. Six (6) Channels of Insert Gates (KT, Drawmer, BSS)

13. Two (2) Reverb Units – Yamaha, Lexicon

14. Two (2) Multi-Effect Units – Yamaha 990, T.C. Electronics, Eventide 3k or 4k Harmonizers

15. One (1) dedicate delay unit, T.C Elec., Roland 3k

16. One (1) DAT or CD Burner to record show

17. One (1) CD Player

18. Talk Back line

19. Clear Com to Monitor World

20. FOH Riser 12’ x 12’ x 2’ for the mix position

b. Monitor System: Should consist of the following. (The Band carries In Ear Monitor system that ties into the existing monitor system. Production Manager will advance monitor needs on a show-by-show basis).

1. Eight (8) Bi-Amp Active Crossover wedges – Two wedges should consist of 2-12”x 2” design and Six wedges should consist of 2-15”x2” design.

2. Three (3) Tri-Amp Active Crossover drum fill system and side fill system. Drum Fill will consist of Two 2-15”x2” wedges and One 2-18” Sub Fill. Side Fills shall consist of two 2-15”x2” Trapezoidal design and Two 2-18” Sub fills.

3. One (1) 32x12x2 Monitor Mixing console (Midas, Yamaha 4k or 35k only, Crest or Sound Craft)

4. Five (5) Dual Channel 31 band Graphic EQ’s (KT, BSS, White, DBX)

5. Four (4) Two Way Active Crossovers and Three 3-way Active Crossovers.

6. Six (6) channels of Insert Compression

7. Four (4) channels of Insert Gates

8. One (1) Digital RTA

9. Clear Com to FOH Mix position.

10. One (1) Cue wedge with own Amp and crossover

c. AC Requirements – Sound Distro should be completely separate from the Lighting Distro. If this cannot be accommodated accordingly, the use of an outside generator will be required for the Lighting system.

1. Four (4) Quad Boxes (Edison receptacles) for stage back line power (dedicated to Charm City Devils only, NO MOVING OR SHARING) One (1) Quad Box for guitar tech position. With Courtesy outlets in and near Monitor position.

2. Sound & Lighting Distribution panels should be located within 25ft of the stage.

d. Lighting System Requirements – For the performance at a venue with the seating capacity of 1000 persons or more, the following shall be provided:

1. One (1) 24 Channels Lighting console with ability of creating at least 12 scenes or more. Console must be positioned in or around the FOH Mix Position only. No Side of stage positions will be accepted. Please have the lighting console snake.

2. Dimmers – 12 Channels of Dimmer control or more.

3. Upstage Trussing – Thomas truss – with a minimum of 24 – 1000 watt Par 64’s.

4. Downstage Trussing - Thomas truss – with a minimum of 24 – 500 watt Par 64’s.

5. Specials – two (2) 8-light crowd blinders with scrolling color changers, four (4) Par 64 500 watt floor cans with Color Changers.

6. Intelligent Lighting – Please advance with artist production manager.

7. Four (4) Leko’s with Barn doors

8. Large assortment of Roscoe Gels - #80, #26, #12, #59 and #90 preferably.

e. Stage Requirements – Purchaser must provide a very secure and level stage with direct and safe access for loading / unloading equipment and a separate access for band and venue personnel that does not interfere with the equipment access. These two access points must be from the back stage area only. No over the barricade load ins or load outs.

1. One (1) 32’ x 24’ x 4’ is the minimum stage size acceptable. Black skirting must cover the front of the stage.

2. Two (2) 8’ x 8’ x 4’ sound wings are to be provided.

3. Two (2) 12’ x 12’ areas must be provided for Monitor mix position and guitar tech station position.

4. One (1) 8’ x 8’ x 2’ Drum Riser with Black skirting shall be provided; this drum will be for the sole use of Charm City Devils.

5. 32’ of Safe and Secure barricade for the front of stage shall be provided.

Outdoor stages shall be advance accordingly with the bands Tour Manager and Production. Outdoor performances may require separate performance and technical specifications.

**\*\*IMPORTANT: If Artist and Agent decide that purchaser has been negligent in contacting the bands production staff regarding minimum production requirements, the Artist reserves the right to cancel the engagement, as late as the day of show.**