

Kadan Bart Rockett

PERFORMANCE RIDER

THIS ENGAGEMENT IS NOT FIRM AND NO ADVERTISEMENT CAN BE DONE UNTIL THE CONTRACTS AND RIDERS ARE FULLY SIGNED AND EXECUTED. PURCHASER WARRANTS THAT HE/SHE HAS THE RIGHT TO ENTER INTO THIS AGREEMENT AND IS OF LEGAL AGE TO DO SO.

INSURANCE AND INDEMNIFICATION

PURCHASER agrees to indemnify and hold harmless PRODUCER and ARTIST from any cause, action, protest, or claim raised in relation to his services performed herein.

1. PURCHASER shall provide workers compensation insurance for all of PURCHASER'S employees engaged in the Production and shall supply PRODUCER with a certificate of insurance evidencing such coverage and naming PRODUCER and ARTIST as additional insured with respect to any claims arising out of services rendered in connection with the Production.
2. PURCHASER shall obtain and/or maintain, or cause the owner of the venue to obtain and/or maintain, comprehensive public liability insurance, of no less than \$1,000,000 per occurrence, and \$1,000,000 in the aggregate, covering any damage or injury to third parties in connection with the Production, naming PRODUCER and ARTIST as additional insured, and shall provide PRODUCER with a certificate of insurance evidencing such coverage.

CANCELLATION

1. PRODUCER maintains the right to cancel the engagement upon written notice to PURCHASER not less than thirty (30) days prior to date of event.
2. RAIN OR SHINE: In the event this show is not presented because of inclement weather and ARTIST is present and ready to perform, PURCHASER must pay ARTIST in full.
3. FORCE MAJEURE: PRODUCERS obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, and means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, and any act or order of any cause, similar or dissimilar, beyond PRODUCER or ARTISTS control.
4. TAXES: PURCHASER shall pay, at its sole cost, all taxes, fees, dues, levies, and the like relating to the Engagement and the sums payable to PRODUCER shall be free of the same. The foregoing shall not apply to any Federal or State income taxes imposed by law on PRODUCER or ARTIST for Engagements Performed within the United States (unless otherwise stated in this Contract) but shall apply to all other forms of taxes including, without limitation, any business occupations tax or any value added tax ("VAT").

BILLING/ADVERTISING-PERFORMANCE

NO RECORDING, TAPING, BROADCASTING, OR FILMING OF ARTIST'S PERFORMANCES WILL BE PERMITTED WITHOUT AN EXPRESSED WRITTEN AGREEMENT WITH PRODUCER or ARTIST'S MANAGEMENT.

1. HEADLINE ACT: Unless otherwise stated to the contrary in this contract, ARTIST shall receive 100% sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards, and marquees. PRODUCER shall have approval over each of the foregoing. No other name or photograph shall (1) appear in equal or larger type with respect to size, thickness, boldness, or prominence than the type afforded ARTIST; nor (2) shall appear on the same line or above the name or likeness of ARTIST.
2. SUPPORT ACT: If this contract calls for ARTIST to perform as a support act, then ARTIST shall receive 100% special guest star billing in any and all advertisements and/or publicity including, but not limited to, stated in previous paragraph. PRODUCER shall have approval over all advertising and promotions. If requested, PURCHASER agrees to use all ad mats, photographs, and other material provided by PRODUCER.

2.

INTERVIEWS/PERSONAL APPEARANCES

1. For Publicity and Special Promotions, contact Artist Management for approval. All interviews (advance and/or on-site), press conferences, special promotions, or other publicity needs or requests involving ARTIST must be cleared prior to engagement through Artist Management.

3.

2. In the event this engagement will be presented, promoted, co-promoted, and/or sponsored by radio station(s), PURCHASER shall notify PRODUCER of any station playing this role prior to making the commitment for approval. PURCHASER shall coordinate with ARTIST'S manager for approval.

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, governmental authority, performing rights society, venue owner, or any third party in connection with (1) the Engagement; and (2)

ARTIST'S/PRODUCERS' 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 thereto. Upon request, PURCHASER shall provide PRODUCER with four evidence of the foregoing; provided that PRODUCER'S failure to request or review same shall not be deemed a waiver of PURCHASER'S obligations or PRODUCER'S rights hereunder.

CREATIVE CONTROL- LOAD IN & SET UP LENGTH

****To be discussed & agreed upon with PRODUCER during advance****

PRODUCER shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound check, sound and lighting systems, choice of performers (including opening acts and welcoming speakers), and their length of performance, stage sets, curtains, backdrops, props, 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 intermissions.

*Depending on ease of load-in & venue, it takes approximately 2 hours to load in, 2 -4 hours of set up & 2-3 hours to light a full show. Because of the unique challenges presented dealing with headlining performers that are children, we prefer to break the schedule up by loading in the day (or evening) prior & lining everything up. This makes the show day flow much easier as everyone knows what they are doing.

TECHNICAL PROVISIONS:

****To be discussed & agreed upon with PRODUCER during advance.****

*Performance area must have black back curtain for the magic to be presented in front of. This curtain will not be lit at any time but will remain in the background.

*Video Screens on either side of the performance area are required for the video & live camera elements of the show.

*Adequate theatrical lighting to provide a professional production is required (To be discussed upon advance with PRODUCER)

*A quality sound system complete with 3 headset microphones and one hand held wireless microphone on a straight mic. stand is required.

*We use a MAC Computer & the program Q-LAB to control the audio & video portions of the show.

*We will need to be able to plug in two props center stage and will need access to 120 volt electric.

*We will need to be able to plug in 2 items on stage right as well as stage left and will need access to 120 volt electric.

*We will need to plug in 2 confetti cannons in front of the stage and will need access to 120 volt electric.

***ALL ACCESS TO BACKSTAGE, PERFORMANCE AREA & THE SEATING AREA MUST BE CLOSED OFF from LOAD IN TILL LOAD OUT except**

during the show. It is ONLY OPENED for seating of the audience upon clearance from PRODUCER. This is EXTREMELY IMPORTANT for the magic set up, lighting & testing to ensure a successful performance. ABSOLUTELY NO PERSONELL WITHOUT CLEARANCE DIRECTLY FROM PRODUCER IS ALLOWED TO BE THERE DURING THE SETUP, TESTING & BREAK DOWN OF THE MAGIC ILLUSIONS. NO EXCEPTIONS.

Please initial here to confirm that this requirement is understood & agreed upon: _____

INTERNATIONAL TRAVEL

****To be discussed with PRODUCER during advance****

If Engagement is to be performed outside the USA, PURCHASER Agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable ARTIST, entourage, and their equipment to enter and leave the country of the Engagement and for ARTIST and ARTIST'S performers to render their services hereunder. PURCHASER shall cause the foregoing to be provided to PRODUCER (in writing) in a timely manner. To the extent, PURCHASER requests any information or documents from ARTIST or PRODUCER in connection therewith, such requests shall be in writing and shall be made in a timely manner.

MERCHANDISING

****To be discussed with PRODUCER during advance****

PRODUCER shall have the sole and exclusive right, without obligation to any party, to sell and distribute ARTIST'S merchandise of any kind at the Engagement including, without limitation, merchandise containing the name, voice, likeness, and logo of ARTIST and any member thereof (collectively "ARTIST'S MERCHANDISE"). Unless otherwise agreed to in writing, PRODUCER shall retain 100% of the gross receipts resulting from the sale of ARTIST'S MERCHANDISE.

PURCHASER shall provide, at its sole cost, well lit, securely covered, prime location for vending including: lights, electric outlets, at one (1) eight foot table and adequate display space. Upon request from PRODUCER, PURCHASER shall provide competent, well able bodies to vend ARTIST'S MERCHANDISING at no extra cost to ARTIST.

PURCHASER shall, at its sole cost, prohibit the sale or distribution of all unauthorized or so-called "bootleg" merchandise on or adjacent to the venue. No "Event Merchandise" can be produced using ARTIST'S name or likeness without PRIOR APPROVAL IN WRITING BY ARTIST'S MANAGER.

DRESSING ROOMS

****To be discussed with Tour Manager during advance****

PURCHASER agrees to provide either 1 large dressing room for PRODUCER & ARTIST. It shall be well-lit, clean, dry, heated and/or air conditioned with a shower, sink, toilet, AC outlets, and mirrors. (If your facility doesn't contain a room with the above listed items, please contact us to discuss alternative arrangements.)

Dressing rooms must be clean and ready for ARTIST'S use upon arrival time at venue. Dressing rooms must be capable of being locked with keys and presented to PRODUCER upon arrival at venue. If locks are not available, a security guard must be present outside each room from the time of scheduled load-in until ARTIST has left the grounds.

SECURITY

****To be discussed with PRODUCER during advance****

PURCHASER is solely responsible for providing security in connection with the Engagement. Accordingly, PURCHASER shall provide and pay for the adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, PRODUCER, ARTIST, (and each of their respective employees, agents, contractors, equipment, and patrons.

PURCHASER shall guarantee security from thirty (30) minutes before scheduled load-in time until completion of load-out and any signing of autographs by ARTIST after show. All security personnel shall function at the direction of the PRODUCER and should be present for a meeting with him sometime prior to opening of house to the general public. Backstage passes will be provided by PRODUCER. No other passes will be valid during load-in, sound check, show time, performance, and load-out. All backstage passes and lists shall be subject to PRODUCER approval. No other passes or lists shall be acceptable.

CATERING

****To be discussed with ARTIST's MANAGEMENT****

DRESSING ROOM CATERING:

****All dressing room catering shall be in place upon arrival at the venue.****

*One case of bottled water

*Small assortment of Coke (Pepsi is fine), Sprite (7-Up is fine) & Dr. Pepper (NO SUBSTITUTIONS).

*A small assortment of Apples & Bananas

* A small assortment of candies. Favorites include anything with caramel, peanut butter & chocolate (white & regular) but no nuts please! There are no allergies to worry, just personal taste preference.

*POP Chips (regular or sour cream & onion) or RITZ Chips (Sour Cream & Onion ONLY)

*Refrigerator (small is fine) containing French onion dip, 2% or Fat Free hormone free milk & either NAKED JUICE (either red or blue) or Pure Apple Juice.

*Any other local item or item that you would like to include that you think the kids might enjoy trying. This is NOT required but certainly welcome.

INDEPENDENT CONTRACTOR

The relationship between PRODUCER and PURCHASER is that of an independent contractor.

Accordingly, nothing in this contract is intended, nor shall it be construed, to constitute the parties as a partnership, joint venture, employee/employer relationship, principle agent relationship, or other relationship, and neither party shall represent itself to third parties as such. PRODUCER and ARTIST shall not be liable in whole or in part for any obligation incurred by PURCHASER in carrying out its obligations hereunder.

MODIFICATION/ASSIGNMENT/MISCELLANEOUS

This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof.

AGREED AND ACCEPTED BY:

Purchaser _____ Date _____

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