



**MIZE MUSIC**

**Division of DBM Engineering, Inc.**

5341 NW 31<sup>st</sup> St. Margate, Florida 33063

Email: [delmizemusic@gmail.com](mailto:delmizemusic@gmail.com)

Website: [limitflorida.com](http://limitflorida.com)

Phone: 954-817-2144

## PERFORMANCE RIDER

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Purchaser and Artist or its Agent agree that the following provisions are incorporated into the Agreement between the Purchaser and Artist for the scheduled event. The parties agree that the terms of this document prevail over the terms of any other document relating to and are a part of any Agreement in which this attachment is incorporated.

### 1. PAYMENT AND COMPENSATION

- 1.1. Payment in the form of cash, certified bank check or company check shall be due on the day of the show, upon performance completion, unless otherwise agreed upon in writing by both parties (attach to this Agreement). All Checks and deposits shall be made out to: **Mize Music**.

### 2. CANCELLATION

- 2.1. In the event that Purchaser cancels any performance less than five (5) weeks before the date of such performance, Purchaser will pay Artist, as liquidated damages, 50% of the guaranteed fee. In the event that Purchaser cancels any performance less than two (2) weeks before the date of such performance, Purchaser will pay Artist, as liquidated damages, the full guaranteed fee agreed to be paid for such performance.

### 3. PERFORMANCE DATE CHANGES

- 3.1. Performance date changes within the body of this Agreement are at the discretion and availability of the Artist.
- 3.2. Purchaser may change performance date to another date other than specified herein and have the deposit applied to the new date under the following terms:
- 3.3. New date meets the requirements of Section 2, submitted 5 weeks before original performance date.
- 3.4. Only one (1) date change per contract.
- 3.5. A new contract will be generated for any other date changes.
- 3.6. A new deposit is required with new contract.

### 4. LOGISTICS AND TRAVEL ARRANGMENTS

- 4.1. **FLY DATES:** All fly dates when the band and crew are flying to a show destination will require;
  - 4.1.1. Round trip airfare to show destination from Ft Lauderdale Municipal Airport (FLL)
  - 4.1.2. A minimum of four (4) double queen rooms or as agreed upon for that particular show.
  - 4.1.3. Backline as specified in The Long Run Performance Rider.
  - 4.1.4. Owner/Agent/Venue supplies professional Audio, Video & Lighting (see performance tech rider)
  - 4.1.5. One meal for six (6) after sound-check (Meat platter, salad, fruit, bread, sandwich platter, pizza), one case of room temperature water.
- 4.2. **DRIVE DATES**
  - 4.2.1. A minimum of three (3) double queen rooms or as agreed upon for that particular show are required for any dates that are 300 or more miles from Ft Lauderdale, FL.
  - 4.2.2. Owner/Agent/Venue supplies professional Audio, Video & Lighting (see performance tech rider)
  - 4.2.3. One hot meal for six (6) after sound-check (Meat platter, salad, fruit, bread, sandwich platter, pizza), one case of room temperature water.

#### 4.3. ARTIST'S PROVIDED SOUND and CLUB DATES

- 4.4. When it is agreed upon that Artist's will provide Sound and lighting for any event, clubs or others, three (3) 20 AMP circuits will be required. Please see Technical Rider for staging requirements.

### 5. FORCE MAJEURE

- 5.1. Neither Artist nor Purchaser shall be liable for failure to appear or perform its obligations under this agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor

difficulties, civil tumult, inclement weather, strike, epidemic, pandemic, government mandated lockdowns or "stay home" orders, interruption or delay of transportation service, or any other legitimate cause beyond the control of Artist and Purchaser.

## **6. ARTISTIC CONTROL/RIGHT OF SUBSTITUTION**

- 6.1. The **ARTIST** will maintain control of the artistic content of the performance and the people comprising the band. The **ARTIST** reserves the right to substitute or add additional performers if one of the regular members is unable to perform due to injury, illness or other circumstance.

## **7. PROMOTION AND PRODUCTION**

- 7.1. Purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals.
- 7.2. The **PURCHASER** agrees that only APPROVED logos, photos, video/audio and Artist website links are to be used when creating promotional materials.
- 7.3. Approved materials will be provided by the **ARTIST**.
- 7.4. The use of any other media must have prior written approval from the Artist.

## **8. COMPLEMENTARY TICKETS**

- 8.1. Unless otherwise agreed, Purchaser will provide a minimum of six (6) complementary tickets.
- 8.2. Any unused tickets will be released to the venue prior to the show for potential sale.

## **9. SALE OF MERCHANDISE**

- 9.1. Artist shall have the option to sell albums, books, and/or merchandising material at the performance and shall retain 100% proceeds of such sales.
- 9.2. Artist's may use a venue staff person to run the Merchandise table and pay that person 10% of the net profit for services rendered.

## **10. TRANSCRIPTION**

- 10.1. Purchaser shall not record, and shall not permit any person to, record, broadcast or digitally stream in any manner whatsoever the Artist's performance without prior express written consent from Artist.
- 10.2. Artist and/or Artist's designees shall have the right to record the performance and to use the recordings as Artist sees fit.
- 10.3. Purchaser shall have no interest or rights of any kind whatsoever in or any such recordings of Artist's performance during this engagement.
- 10.4. If Purchaser is approved to photograph and/or record audio and video of the event, the Purchaser will share copies of the media to the Artist at no additional expense to the Artist.

## **11. TECHNICAL RIDER**

- 11.1. Sound and/or lighting equipment and/or services shall be set forth in more detail in a Stage Plot/Inputs List and/or Technical Rider initialed by both parties and attached and incorporated hereto.
- 11.2. If the Purchaser is unable to meet any of the technical provisions, the Purchaser must contact the Artist no less than thirty (30) days prior to the event and mutually agree to any changes.

## **12. SECURITY**

- 12.1. Purchaser will provide sufficient security so that no unauthorized persons will have access to the stage or backstage area. Mize Music will provide names of persons or guests authorized to be backstage.
- 12.2. If security, backstage passes and/or laminates are to be used, a representative of the Artist will supply to the Purchaser a photocopy of the pass system to be used for the performance(s) per the terms and conditions of this Agreement.
- 12.3. Purchaser will be responsible for any theft or damage to the equipment of the Artist that may occur during the time the equipment is located on Purchaser's premises and is a direct result of insufficient security.

### **13. INSURANCE**

#### **13.1. Purchaser provided insurance**

- 13.1.1. Purchaser agrees to retain any and all necessary personal injury or property damage liability insurance with respect to the activities of Artist on the premises of Purchaser or at such other location where Purchaser directs Artist to perform.
- 13.1.2. Purchaser agrees to indemnify and hold Artist harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of Purchaser or Artist while Artist is rendering the contracted services except for claims arising from Artist's willful misconduct or gross negligence.

#### **13.2. Artist provided insurance**

- 13.2.1. At PURCHASER'S request, The ARTIST can purchase liability insurance coverage on behalf of PURCHASER for an additional fee. Coverage will be underwritten by Hiscox Insurance Agency and a Certificate of Insurance (COI) showing PURCHASER as a named insured will be provided to PURCHASER prior to the event.

### **14. VENUE ACCESS AND PARKING**

#### **14.1. Venue Access**

- 14.1.1. Purchaser agrees to allow full access to stage, backstage areas and restrooms/dressing rooms at least three (3) hours before doors open.
- 14.1.2. A representative of the Purchaser with full authority to make decisions on the Purchaser's behalf must be present at the venue from the first rigging call through the final load out.

#### **14.2. Individual Car Parking**

- 14.2.1. In the event each member drives to the show location, Purchaser agrees to provide enough parking spaces for all members and Artist's road crew during load in, performance times and load out.
- 14.2.2. Any fees associated with parking, such as garage fee or valet, will be covered by the Purchaser.

### **15. OUTDOOR EVENTS**

- 15.1. If the performance is outdoors, Purchaser is responsible, at Purchaser's expense, for protecting the performance area and the Artist's equipment and instruments from the elements.
- 15.2. The performance area must be fully covered, shaded from the sun, and adequately protected from rain, including rain driven by wind.

**Artist: ONLY IN AMERICA – TRIBUTE TO ROOKS & DUNN**

Initial:\_\_\_\_\_ Date: \_\_\_\_\_

**Purchaser:** \_\_\_\_\_

Initial:\_\_\_\_\_ Date: \_\_\_\_\_

Day of show Contact information: Del Mize (954) 817-2144 email: delmizemusic@gmail.com