

A NOTE FROM: ***Art Kistler and the EP Boulevard Band***

REGARDING: **Performance Rider**

Our attached performance Rider is based on certain industry standards, many of which may be negotiable.

We realize that the most important aspects of our client relationship revolve around customer service, the audience, and you, our client.

While components of the attached Rider may be reasonable or even expected, please know that Art and the Band are flexible, very easy to work with, and your satisfaction is our ultimate goal.

Herein, "Presenter" refers to the role of venue owner, agent, client, and "Artist" refers to Art Kistler & the EP Boulevard Band" unless otherwise expressed.

Art Kistler & the EP Boulevard Band

PERFORMANCE RIDER

The purpose of this Rider is to ensure that "Art Kistler & the EP Boulevard Band" (hereinafter referred to as "Artist") can provide Presenter with a professional performance in a timely, safe and legal manner. This Rider will be made an integral part of the "Performance Contract" between Artist and Presenter; some aspects of this Rider may be negotiable.

PRESENTER: _____ PERFORMANCE DATE: _____

1. **Directions and Arrival**

In advance of performance date, Presenter agrees to provide to Artist (email: art@elvistributeartist.com) clear driving directions to venue, including detailed directions to the proper entrance at the venue (e.g., stage load-in door).

At the agreed load-in time, Presenter (or designated representative) will be available to greet Artist, band members, and production crew, show them to the stage area and dressing/green rooms, introduce technical staff, and discuss any concerns.

2. **Access**

Presenter agrees to have the venue available and accessible to Artist, band members, and production crew no less than six (6) hours prior to guests' arrival. At the conclusion of the performance, Artist will have no less than two (2) hours to dismantle and remove equipment.

3. **Parking**

Presenter will provide secure, well-lit parking for up to eight (8) vehicles and a trailer reserved as close as possible to the load-in area. Any costs associated with parking arrangements will be the responsibility of Presenter.

4. **Stage**

Presenter is to provide a sturdy, skirted stage no less than 32 feet wide, 16 feet deep, and 24 inches high. The stage must be assembled prior to the designated load-in time. For full multi-media productions, an additional 12 feet of space on each side of the stage is necessary. Two (2) sets of suitable stairs/steps must be provided, one placed on the side and the other at the front of the stage.

5. **Sound and Lighting**

If the sound and lighting systems are provided by Presenter, Presenter will provide high quality, professional systems with qualified, cooperative technical staff, including at least one (1) follow spotlight and operator.

6. **Electrical Power for Sound and Lighting**

Unless backline is provided, Presenter will provide five (5) individual 15-20-amp 110V circuit power drops.

7. **Mixing and Console Location**

Presenter will provide a space for the main mixing console with ample clearance for the general public to be able to walk around it. This space must be on the same floor level as the stage, be at least 8 feet in length and parallel to the stage location where the sound technician can see all aspects of the stage at all times. This space must be positioned no less than thirty (30) feet, and no more than eighty (80) feet, from the front of the stage and as close to the center as possible. If this is an outdoor performance, the mixing console should be protected by use of a 10-foot x 10-foot tent or equivalent.

8. **Dressing/Green Rooms and Hospitality/Catering**

Basic backstage circumstances allow the group to perform at its best. Artist understands that not all aspects of the Rider can be met at every venue but asks that reasonable efforts be made to meet these requests.

Presenter will provide:

8a. **Dressing/Green Room(s)** - One (1) partitioned, or two (2) separate, secure, lockable, well-lit, clean dressing room(s) in close proximity to the stage with two full-length mirrors, power outlets, a place to hang garments, hair and make-up station with mirror, tables and chairs, seating for 12;

8b. **Restroom(s)** - Private restroom(s) not shared with the public near the dressing rooms;

8c. **Food** - Meals for Artist, band members, and production crew at traditional meal times; and

8d. **Snacks and Beverages / Hospitality** - Snack food and drink items backstage (in green room/dressing room) from load-in time until one hour after the end of performance:

Twenty-four (12) bottles of room temperature water;
Assortment of herbal teas with hot water;
Twelve (12) bottles of cold water; and
Selection of: fresh fruit tray, vegetables and dip, crackers, meat and cheese tray, energy bars.

9. **Accommodations**

When Artist's travel time from the Twin Cities exceeds two (2) hours, Presenter shall provide hotel accommodations for each night of performance in the form of up to eight (8) double, nonsmoking hotel rooms at an approved hotel. Please provide accommodation information to Artist prior to completing reservation. Presenter will not be responsible for any extra charges incurred by Artist during the stay of the group.

10. **Transportation**

If applicable, Presenter will provide up to ten (10) non-stop, round trip coach airfares from MSP to destination, to include all additional fees for luggage and instruments. Presenter will provide either: (1) ground transportation for all necessary round trips to/from airport, hotel, venue or pier; or (2) reimbursement for rental vehicles, parking, and related ground transportation expenses/costs.

11. **Permits/Approvals**

Presenter agrees to obtain, at no cost to Artist, any and all permissions, licenses, approvals, insurance, or permits required for all aspects of the performance. Presenter agrees to pay, at no cost to Artist, all applicable city, county, and state taxes.

12. **Security**

Presenter shall be responsible for all aspects of security and crowd control.

13. **Tickets**

For public performances, Presenter agrees to make up to six (6) complimentary admissions/tickets available to Artist. These tickets may be for the use of Artist's support staff or others at the Artist's discretion. Any complimentary tickets not confirmed two (2) hours prior to performance may be released for use by Presenter.

14. **Merchandise**

With Presenter's approval, Artist may sell promotional items, including but not limited to, CD's, clothing, and photographs before, during, and after the performance. Presenter will provide one (1) eight-foot table (minimum); location to be coordinated with Artist. Unless otherwise agreed and arranged, Artist shall retain all proceeds from sales.

Artist may request a seller be provided by the Presenter. Compensation, if any, will then be agreed in writing prior to show. Artist will provide an inventory list, and all sales and merchandise will be tallied and revenue collected after the close of sales on the performance night.

15. **Miscellaneous**

Presenter agrees to prohibit smoking on or near stage, dressing rooms, green room, etc.

When requested, Artist will provide a short "emcee introduction" card for Presenter's use at show time.

Upon completion of the show, Presenter will provide a letter of reference that Artist may use to acquire future shows.

Presenter is responsible for all performance rights licensing for any and all forms of music including that provided by Artist at or in the Presenter's venue/facility. Artist is in no way responsible or liable for Copyrights or Trademarks of any kind related to the performance of any and all songs as represented by ASCAP, BMI, et al.

16. **INSURANCE:** It is the responsibility of the Presenter to specifically provide and/or express any requirements with respect to liability or any other type/s of performer-related insurance well prior to the scheduled event to allow for Artist to secure any necessary certificate/s, etc. Fees related to expediting such requirements may be the responsibility of the Presenter.

In case of any ambiguity and/or conflict (s) in terms, the terms contained and delineated in this Rider will prevail.

Art Kistler & the EP Boulevard Band

PERFORMANCE RIDER SIGNATURE PAGE

AGREED to and ACCEPTED on this _____ DAY of _____, 20_____.

PRESENTER: _____

PRINT NAME: _____

ARTIST: _____

PRINT NAME: _____

THIRD PARTY REPRESENTATIVE (*WHERE APPLICABLE*): _____