



RIDER/TECHNICAL RIDER

PRODUCER

RICK SHEPPARD'S DRIFTERS GREATEST HITS SHOW LLC
IN ASSOCIATION WITH
THE DRIFTERS ENTERTAINMENT COMPANY LLC
"American Federation of Musicians of the United States & Canada"

AFL-CIO/CLC Affiliated
Website: thedriftersgreatesthitsshow.com
RIDER/TECHNICAL RIDER

This attached Rider is hereby made a part of the Face Contract date _____ between THE DRIFTERS GREATEST HITS SHOW LLC representing "Rick Sheppard's Drifters Greatest Hits Show", hereinafter referred to as Producer and Promoter, hereinafter referred to as Promoter/Buyer.

This Rider and the specifications herein are deemed necessary by Producer in order to present the best possible show and is part of the Producers Contract as is fully set forth herein.

- 1. PAYMENTS:** All payments made hereunder to Producer/ and/or TDEC Representatives on the day of Engagement, shall be made upon request prior to performance, "by bank check in U.S. Currency (dollars) only. No State, Federal, Local or Provincial Taxes and/or fees of any kind are to be deducted. Only the "Promoter" is responsible for payments of such taxes and work permits as required. "Promoter's" failure to furnish such payments on time shall excuse Producer from further performance hereunder. But, any such non-performance shall not relieve the "Promoter" from any of "Promoter's" obligations hereunder.
- 2. BILLING:** Producer shall receive one hundred percent (100%) sole exclusive headline billing in any and advertising and publicity, newspapers, trade ads, flyers, posters, billboards and the marquees for the engagement. All marquees or signs at the facility must contain the following billing on the day of the engagement(s) and no other name (s) shall appear above said billing. The show will be billed as "Rick Sheppard's Drifters".
- 3. PAYMENT TO PRODUCER:** All gross receipts from the engagement will be first applied to pay Producer as required hereunder in the event that a noncertified check is tendered by "Promoter", such a check will be received and deposited for clearance purposes only. If the check is not paid on presentation, the Agreement even if signed by all parties, shall at the Producer election, be of no force and effect. The balance of Compensation payable to "PRODUCER/TDEC LLC" by "Promoter" shall be paid in a Bank Check in United States Dollars.
- 4. PROMOTER'S RESPONSIBILITY:** "Promoter" shall furnish all its sole cost and expense, a) all facilities, equipment, personnel and services which are customarily furnished by "Promoters" of Class, live, in concert productions of Artist's stature; b) lighting, staging and sound required by PRODUCER /TDEC LLC subject to terms of this Agreement/Rider, and the Technical Rider attached hereto; c) transportation for PRODUCER/ TDEC LLC. Upon arrival promoter must provide transportation for party of six (6) from Airport to Hotel, Hotel to Venue for rehearsal and show, Venue to Hotel, Hotel to Airport. His Band, equipment and others in his party to and from the Venue (as more particularly described in "C" Technical Rider) and d) Back-up orchestra consisting of the instrumental set forth in the Agreement, that including rehearsals such Back-up orchestra and all costs and expenses in connection therewith, unless the Producer agrees to a "Buyout from the Promoter for the Musicians only. "Promoter" shall provide at "Promoter's" sole cost and expense, all licenses, permits, authorization and certificates required from each Licensing Authority, Board, Agency, Guild or Association properly having jurisdiction over any element of the engagement. Any taxes for occupancy of venue of engagement of sale of tickets shall be paid by "Promoter". Additional responsibilities of "Promoter" are set forth elsewhere in the Agreement, this Rider and the Technical Rider attached hereto.

5. **THE FOLLOWING SHALL BE PROVIDED BY PURCHASER FOR MUSICAL DIRECTOR:** 1) Telecaster or Stratocaster, Fender Deluxe Amp, Guitar Strap, 25' Guitar Cable. 2) Five (5) music stands (with lights if needed) 3) Monitor mixes: Mix 1 for Keyboard, Mix 2 for Backing Vocals, Mix 3 for Lead Vocal, Mix 4 for Brass Section, Mix 5 for Drums. Mix 6 for Bass. 4) Four (4) stools to be ready side-stage for sit-down vocal songs. 5) Round bases for all Vocal mic stands.
6. **FINAL APPROVAL:** PRODUCER shall have the exclusive control, creative and otherwise, in all respects and in all details, over Artist's performance and the means/method employed in fulfilling "PRODUCER'S" obligations hereunder and "Promoter" agrees to comply fully and promptly with all of the "PRODUCER'S" written and oral directions in connection therewith. "PRODUCER" shall have final approval over all material matters relating to the Artist's performances and the manner/means of presentation thereof. "PRODUCER" shall have the exclusive right, in its absolute discretion, to designate and change PRODUCER TDEC LLC's Back-up personnel.
7. **PRODUCER NAME AND LIKENESS:** PRODUCER Personnel name and Produces Personnel likeness and name may not be used as an endorsement of any product or service nor in connection with any commercial tie-up without Producers prior written consent.
8. **ACT OF GOD:** In the event or accident to Producer's personnel or if a performance is prevented, rendered impossible or infeasible by any actor regulation of any authority or bureau tumult, strike epidemic interruption in/or delay of transportation services, war condition or emergencies or any cause beyond the control of Producer's personnel, it is understood and agreed that there shall be no claim for damages by either party to this Contract and Producer's obligations to such performances shall be. Deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, the monies, if any, advanced to Producer's personnel, hereunder, shall be returned on a pro rata basis. Inclement weather rendering performance impossible or unfeasible shall not be deemed an emergency and payment of the agreed upon compensation shall be made, notwithstanding, provided, however, is ready, willing and able to perform pursuant to the terms hereof.
9. **HOTEL ROOMS:** "Promoter" its sole cost and expense, shall provide Rick Sheppard's Drifters" accommodations at a Four Star Hotel with (5) single rooms and One (1) Mini Suite at said Hotel for the Artist(s). The Travel party will travel one day prior to show date due to unforeseen interruptions of flights Schedules, (shortage of planes, Pilots, Airline staff, Covid-19) issues. When Back-up Musicians (Band) are traveling with the Artists an additional_ rooms at the Hotel must be provided, unless there is an agreed Buyout that benefits the PRODUCER/TD EC LLC.
10. **MERCHANDISING:** "Promoter" agrees that "PRODUCER" or its designees shall have the sole and exclusive right to sell souvenir booklets, phonograph recordings and other items or merchandise bearing "PRODUCER" Participating Personnel's name and likeness. "Promoter" shall receive (0%) of gross receipts therefrom. "Promoter" further agrees to provide adequate space for "PRODUCER" and/or designees to vend such materials. "Promoter" further agrees to use its best efforts to prevent, and stop the sale or distribution of souvenir booklets, phonograph recordings or any other souvenir material at the engagement (whether or not inside of building in which Participating Personnel performs) by any person other than "PRODUCER " and/or its designees, it being understood and agreed that no one other than "PRODUCER" and/or its designees shall have the right to sell or distribute such materials at the engagement without the expressed written permission of "Promoter/Producer".
11. **PRODUCER** as Independent Contractor: It is agreed and understood that "PRODUCER" / or representative(s) signs this Contract as an Independent Contractor and not as an employee. "PRODUCER" shall have exclusive control over the means/methods employed in fulfilling each obligation of "PRODCUER" hereunder. In all respects and in all details, this Contract shall not, in any way, be construed so as to create a partnership of any kind of joint undertaking or venture between the parties hereto.
12. **BREACH OF CONTRACT OBLIGATIONS:** If on or before the day of any scheduled performance, "Purchaser" has failed, neglected or refused to perform any contractual obligations with any other performer or earlier engagement or if the financial standing or credit of "Purchaser" has been impaired or is unsatisfactory, "PRODUCER shall have the right to demand the payment of the guaranteed compensation forthwith. If the "Purchaser" fails or refuse to make payment, forthwith, "PRODUCE"R shall have the right to cancel this engagement by notice to "Purchaser" to that effect. In such an event, "PRODUCER shall retain any amounts theretofore paid to "PRODUCER" by "Purchaser".
13. **LEGALITY:** A waiver of any provision or breach of any Agreement at any time shall not constitute a waiver of any other provision or any other breach at any subsequent time. Further, in the event of any one or more provisions of this Agreement is deemed invalid, unenforceable, and illegal or contrary to public policy, the

other provisions shall remain in full force and effect. Nothing in this Agreement shall be construed as to require the commission of an act contrary to law or contrary to regulation of any Union or Guild. Wherever there is any conflict between provisions of this Contract and any present or future statutes, laws, ordinances, regulations, any Union or Guild, the latter shall prevail but in such event that provision of this Agreement affected shall be curtailed or limited to the extent necessary to bring it within the requirements of said law or regulations.

- 14. **BREACH OF CONTRACT/ARBITRATION OF CLAIMS:** The contract and all arbitration proceeding conducted hereunder, shall be governed by and enforced under the Laws of the State of New York, notwithstanding the forum or jurisdiction in which an action concerning this Contract may be brought. All arbitration proceedings conducted hereunder by the IEB shall be conducted according to the rules of Practice and Procedures of the IEB which may from time to time be in effect. All Arbitration Proceedings conducted by a Local Union shall be conducted according to rules adopted by the Local Union. A copy of the IEB Rules of Practice and Procedure may be obtained from the Secretary of the Union. All Rulings and Awards made by the IEB in Arbitration shall be final and binding upon the Purchaser and "PRODUCER" Participating Personnel.
- 15. **MEALS:** Promoter shall provide Breakfast & Dinner per person, for the traveling party of six (6), on day of arrival and _____ Day of the show and Breakfast on day of departure. The back-up band should be provided with dinner at the _____ Venue on day of Show.

This "Rider" & Technical Rider cannot be changed in any shape or form without the written expressed consent of the PRODUCER or designated representative.

"Promoter" warrants that he/she is of legal age and has the authority and the right to enter into this "Contract". The person executing this "Agreement" and this "Rider" on "Promoter's behalf, hereby assumes personal responsibility for the payment of all sums due to the PRODUCER / or designated representative hereunder.

Agreed and accepted by: _____ Date: _____