



PROVERBS REGGAE BAND CONTRACT RIDER

Current as of December 1, 2017

PROVERBS REGGAE BAND (“ARTIST”) is available for bookings throughout the world. Please read this rider carefully. It is part of the attached contract for ARTIST. By signing it, you are agreeing to supply ARTIST with production and proper working conditions essential to performance.

We offer two standard performance options but are open to receive and consider all offers. Download Electronic Press Kit (“EPK”) at <http://proverbsreggaebandco.ipage.com/epk> and send all offers to proverbsreggaeband@yahoo.com or call Ziah Ayubu at 301-642-1379 or Kim Bey at 301-646-2005.

Acoustic Set – Minimum 2 musicians. Ideal set for community functions or small conferences that might feature a keynote and/or various performers; Power packed 30 - 45 minutes performance with minimal technical set up required.

- Local (within 75 miles radius of Washington, DC) – \$500 - \$750 (USD)
- National (beyond 75 miles radius of Washington, DC) – \$1000 - \$1500 (USD)
- Block booking or International performances – contact for pricing (\$USD)

Full Band – Drums, Bass, Keys, Guitar, Percussion, Horns Section (1-2 musicians), and one (1) additional vocalist. Ideal set for medium to large venues and/or festivals nationally or internationally as the Headline performers or opener for major national recording artist. Typically, 60 – 120 minutes (with breaks). **PURCHASER will provide professional technical crew with backline and sound system.**

- Local (75 miles radius of Washington, DC) – \$900 - \$2500 (USD)
- National (beyond 75 miles radius of Washington, DC) – \$2500 - \$5000 (USD)
- Block booking or International performances – contact for pricing (\$USD)

Note:

- Local performances are all-inclusive and may not require additional travel & lodging costs beyond basic rider requests.
- National performances are performance cost only. Please see details on the following pages for additional rider requests. All-inclusive pricing is available upon requests.
- Specific song/set requests are deeply considered but artist reserves the right to maintain full artistic liberty in creating performance set.
- All arrangements are made final with a signed contract and receipt of agreed upon deposit.

ADVERTISING AND PROMOTION RIDER:

Billing on all advertising and publicity must appear as follows:

PROVERBS REGGAE BAND (100%)

PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by ARTIST in all advertisements. No product, service, or publication utilizing the name or likeness of ARTIST may be produced, sold, or distributed without the prior written consent of ARTIST.

PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotion or appearance without prior written consent from ARTIST OR ARTIST REPRESENTATIVE.

PURCHASER agrees that the ARTIST'S appearance shall not be sponsored by or in any other way tie-in with, any political candidate, commercial product or business without prior consent form ARTIST OR ARTIST REPRESENTATIVE.

PURCHASER will make available a pre-determined number of complimentary tickets per show to ARTIST for their sole use. Seats must be in preferred locations.

TECHNICAL REQUIREMENTS RIDER:

PURCHASER agrees to provide at their sole expense a P.A. system for the front of house that is acceptable to and meets the enclosed requirements of the ARTIST.

PROVERBS REGGAE BAND requires a sound system of sufficient size for the venue. The system and its components shall be in full working order, with no buzzes, hums, beeps, crackles, clicks or other extraneous noises, and will be free from radio interference.

Prior to band load in, the system should be up and running; mic lines, monitors, mic stands in place; XLRs labeled with relevant channel numbers; compressors inserted and checked; and line check should be completed. **NOTE:** Please leave spare cable length in case rearranging is necessary. Cable runs should be as far as possible and made behind the musicians (or far downstage at the lip of the stage).

PURCHASER agrees to provide at his sole expense a lighting system that is acceptable to and meet the requirements of the ARTIST.

MISCELLANEOUS RIDER:

PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. ARTIST shall complete said set-up one (1) hour prior to time of performance. ARTIST REQUIRES A MINIMUM ONE (1) HOUR SOUND CHECK AFTER COMPLETION OF LOAD-IN AND SETUP. FESTIVAL PRODUCERS ARE REQUIRED TO COMPLY WITH THIS POLICY UNLESS OTHERWISE AGREED IN WRITING WITH THE ARTIST'S REPRESENTATIVE.

BACKSTAGE RIDER:

SECURITY: Please ensure at all times that the stage, dressing rooms and mix position are off limits to the public and secure.

PURCHASER will furnish a minimum of two (2) private and clean dressing rooms with lockable doors for the exclusive use of the ARTIST, road crew, authorized persons and guests. These rooms must be capable of being locked. One of the rooms should be large enough for no less than eight (8) people. These rooms must contain at least one (1) 110-volt A.C. outlet, eight (8) clean towels, chairs, a bathroom with shower (where possible), sink, makeup tables and mirrors with adequate illumination.

PROVERBS REGGAE BAND also requires one (1) male and one (1) female restroom, which are not open to the public.

Adequate security for these dressing rooms must also be furnished by the PURCHASER.

No one except working personnel, performers, and authorized guests permitted backstage or in the ARTIST'S dressing rooms before, during, or after show.

PURCHASER shall be responsible for any losses or damages to artist's property that results in the PURCHASER'S failure to provide appropriate security backstage.

Guest list and backstage passes to be determined later.

During the ARTIST'S performances, only persons directly employed by the ARTIST and authorized guests are to be allowed on stage.

The ARTIST'S Road Manager will supply passes for guests of the ARTIST. All passes for stagehands, caterers, security, and other personnel furnished or required by the PURCHASER will be supplied by the PURCHASER.

TRANSPORTATION RIDER:

Travel within four (4) hours from home state requires deposit for vehicle rental (van/bus) and payment for all gas, tolls, and necessary insurance requirements.

Travel beyond four (4) hours from home state will require air transportation to and from host city.

Direct flights preferable and no more than one layover with a maximum ninety (90) minute wait. All flight arrangements are subject to approval prior to confirmation.

If air transportation is required, PURCHASER shall provide. PURCHASER shall also provide round-trip ground transportation for the ARTIST. Round-trip transportation includes the initial pick up from the airport to hotel; from the hotel to the concert; from the concert back to the hotel, and from the hotel to the airport for final drop off. Please coordinate through Kim Bey at (301) 646-2005.

HOTEL ACCOMMODATIONS RIDER:

A minimum of five (5) hotel rooms are requested. Unless otherwise negotiated, hotels with three (3) stars or better ratings are required with no more than two (2) band members per room with a minimum of two (2) double sized beds. The only exception is the manager who should have an individual room if possible. The rooms shall be available until the day after the performance so the ARTIST may comply with checkout times and hotel regulations. The PURCHASER shall not be responsible for any extra charges during the stay of the ARTIST. The PURCHASER shall provide in advance the name, address, and phone number of the hotel being provided to ARTIST or provide three (3) recommendations of highly reputable 3 to 4-star hotels to be selected in coordination with the requests of the ARTIST's management.

Free in-room wireless internet access is requested.

Lodging should be within five (5) miles of venue or as close to venue as possible. Lodging is subject to approval prior to final confirmation.

BILLING, ADVERTISEMENT, MERCHANDISE AND MISCELLANEOUS RIDER:

The ARTIST shall have the sole and exclusive right to sell merchandise/souvenirs in connection with the ARTIST at the place of engagement. The receipts therefrom shall belong exclusively to the ARTIST while subject to house policy. ARTIST shall maintain one-hundred percent (100%) of merchandise revenue unless agreed otherwise in contract. PURCHASER will provide a table no smaller than four (4) feet in the same room as the show with at least two (2) chairs and adequate lighting for merchandise.

Artist will receive top billing for all forms of publicity when headlining.

CATERING RIDER:

Please provide enough of the items checked below to accommodate at least one (1) serving per band member. All items should be organic and all meal plans for ARTIST should include vegan and vegetarian-friendly options. Please check w/ Kim Bey at (301) 646-2005 regarding appropriate substitutions if the selections below are not available or too difficult to obtain. The following items should be available in the dressing or green room (or according to any other stipulations in the agreement) beginning at call time or sound check for each performance unless other arrangements have been made:

Food Items

- Vegetable Platter (Carrots, Cauliflower, Broccoli, Zucchini, Squash, Cucumber, Celery)
- Fresh Whole Fruit (Apples, Grapes, Bananas, Oranges, Pears, Strawberries, Pineapples, Peaches, Plums, Grapefruit, Lemons and Limes)
- Hummus Platter (with Pita Bread and Olive Mix)
- Fried, Broiled or Baked Fish (Tilapia, Trout, Salmon, Cod, Sea Bass or Whiting)
- Cooked Vegetables (Spinach, Corn or Corn on the Cob, Mixed Vegetables, Okra or Broccoli)

Non-Alcoholic Drink Items

- _____ Fruit Juice (Apple, Orange, Pineapple, Cranberry, Lemonade)
- _____ Soda (Ginger Ale, Club Soda, Root Beer, Orange, Pepsi, Dr. Pepper, Sprite)
- _____ Coffee, Hot Tea, Iced Tea
- _____ Bottled Water

Alcoholic Drinks

- _____ Beer (Heineken, Guinness Stout, Red Stripe, Corona)
- _____ Spirits (Mango Rum, Grey Goose, Bombay Sapphire, Hennessy Privilege, Remy Martin 1738, Patron)
- _____ Wine (Cabernet Sauvignon, Sauvignon Blanc, Merlot, or Moscato)
- _____ Champagne (Moet Rose, Moet Nectar Imperial, Vevue Cliquoet)

VENUE/PERFORMANCE RIDER

The place of the performance (the "Venue" or "Performance") is located at:

Name:

Address:

Telephone:

The entertainment to be provided by the ARTIST is generally described as _____
(the "Performance").

Date and Time of Performance

The date of the Performance is _____. The ARTIST will play _____ set(s) on this date as follows:

Set	Start Time	End Time	Break Time
Set 1			

Payment

In full consideration for all services rendered by the ARTIST at the Performance, the PURCHASER agrees to pay the ARTIST a fixed fee of _____ USD (the "Fee").

Deposit

The PURCHASER will pay the ARTIST _____ USD as a deposit (the "Deposit") by _____. If the PURCHASER fails to provide the Deposit promptly by _____, the ARTIST may cancel this agreement without further obligation.

Overtime Rate

If and when agreeable to the PURCHASER and the ARTIST, the time of the Performance may be extended at the hourly overtime rate of \$_____ USD, to be paid **prior** to the overtime period.

Payment of Balance

Promptly after the last set on the final date of the Performance, the PURCHASER will pay to the ARTIST any outstanding balance of the Fee in cash, money order, or certified check.

Cancellation

The ARTIST reserves the right to cancel this Contract without obligation upon written notice to the PURCHASER prior to _____, 2018. In the event the ARTIST cancels the Performance under the terms of this section, the Deposit will be returned to the PURCHASER promptly.

The PURCHASER reserves the right to cancel this Contract upon written notice to the ARTIST prior to _____, 2018. In the event of said cancellation, the Deposit will be returned promptly. Cancellation by the PURCHASER for any reason later than _____, 2018 shall result in forfeit of the Deposit. Cancellation by the PURCHASER later than _____, 2018 will require payment of any outstanding balance of the full Fee.

Non-performance by the PURCHASER

Those obligations of the PURCHASER that are to be performed prior to the Performance of the ARTIST are conditions precedent which must be performed in full by the PURCHASER before the ARTIST is required to perform unless otherwise agreed to by all parties in writing. If the PURCHASER cancels or postpones any performance without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this contract then the PURCHASER shall be in breach of the Contract and the ARTIST will have no further obligations under this Contract. The PURCHASER shall forfeit any Deposit already paid to the ARTIST.

Force Majeure

Neither the ARTIST nor the PURCHASER will be held liable for any failure to perform its obligations under this Contract where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties, or strike, inclement weather, epidemic, interruption of delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the ARTIST and the PURCHASER.

Sickness and Accidents

The ARTIST agrees to meet its obligations under this Contract subject to legitimate incapacity by sickness or accident. Failure to meet its obligations under this section will result in the ARTIST returning any and all outstanding deposits to the PURCHASER.

Key Personnel

The ARTIST agrees to notify the PURCHASER of any changes in key personnel prior to the date of the Performance. In the event of any changes in the key personnel, the PURCHASER may cancel this Contract and receive a refund of the Deposit.

No Recording of the Performance

Recording or transmitting of the Performance by anyone through any means whatsoever will not be allowed under this Contract unless discussed and agreed upon by the ARTIST in coordination with the PURCHASER. It is the responsibility of the PURCHASER to enforce this provision.

Advertising

The PURCHASER will be responsible for all promotion of the Performance. The PURCHASER agrees to use its best efforts to promote the Performance through appropriate media.

The Artist agrees that the Purchaser may use the Artist's name, photographs, and other likenesses to promote the Performance. The Artist will provide the Purchaser with the copies of the Artist's promotional materials suitable for this purpose. The Purchaser's right to use the Artist's name is limited to the period beginning with the Execution Date and ending upon completion of the Performance or upon cancellation of this Contract.

Indemnification

The Artist is responsible only for its own conduct. The Artist will be compensated by the Purchaser for any and all damage done to the Artist's equipment by the Purchaser, its agents or guests. The Purchaser indemnifies and holds the Artist harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Artist.

The Purchaser warrants and represents that it has, or will obtain, sufficient personal injury and property damage liability insurance with respect to the activities of the Purchaser, its employees, agents or guests in relation to the Performance.

Permits

The Purchaser warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

Security

The Purchaser will take reasonable precautions for the safety of the Artist and the Artist's equipment during all aspects of the Performance and at all times while the Artist and the Artist's equipment is on the Venue premises. The Purchaser is also responsible to ensure that only the Artist and its designated technicians and representatives are allowed on stage or in the backstage area.

Governing Law

The Purchaser and the Artist submit to the jurisdiction of the courts of the State of _____ for the enforcement of this Contract or any arbitration award or decision arising from this Contract. This Contract will be enforced or construed according to the laws of the State of _____.

Mediation and Arbitration

If a dispute will arise under the terms of this Contract, the Party claiming the dispute shall have ____ days to notify the other Party. The Party not claiming the dispute will have ____ days to remedy the dispute. In the event that the dispute is not remedied within this time period, then any party at its option will have ten (10) days to submit the dispute to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the statutory rules of that program. If such services are not available, the dispute will be submitted to arbitration in accordance with the laws of the State of _____. The arbitrator's award will be final, and judgement may be entered upon it by any court having jurisdiction within the State of _____.

Covenant of Good Faith and Fair Dealing

The Purchaser and Artist agree to perform their obligations under this Contract, in all respects, in good faith.

Miscellaneous Terms

Time is of the essence in this Contract.

This Contract may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If the Artist violates this section, the Purchaser may immediately cancel the Performance and this Contract.

The Artist or Artist's representative warrants that by signing this Contract it has the authority to bind the Artist to the terms and condition of this Agreement.

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Contract. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

This Contract contains the ENTIRE contract agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Contract. All negotiations and understandings have been included in this Contract. Statements or representations which may have been made to the Purchaser by the Artist or to the Artist by the Purchaser, in the negotiation stages of this Contract may in some way be inconsistent with this final written Contract. All such statements are declared to be of no value in this Contract. **Only the written terms of this Contract will bind the parties.**

This Contract and the terms and conditions contained in this Contract apply to and are binding upon the Artist's successors, assigns, executors, and representatives, and the Purchaser's successors and assigns.

If the Artist's Performance is not specified to only include original music by the PURCHASER, the PURCHASER specifically warrants and represents that its venue (or temporary venue rental) has obtained all official performance licenses authorized by the copyright owners or their representatives (i.e. ASCAP, BMI) required for commercial and entertainment venues to permit copyrighted material to be performed at the scheduled event or venue. The Purchaser indemnifies the Artist for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

The Purchaser will be responsible for providing suitable power and electricity for the Performance.

It is the intent of the parties to this Contract that the Artist is an independent contractor and will control the manner and means of the Performance. The Purchaser will control the scheduling of the Performance. The Artist is not an employee of the Purchaser. The exclusive nature of this Contract is limited to the duration of the Performance and it is expected that the Artist will enter other similar agreement with other contractors.

Any notices or delivery required here will be deemed completed when electronic-delivered, hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the parties at the respective addresses contained in this Contract or as the parties may later designate in writing.

*****THIS PAGE REQUIRES PURCHASER'S SIGNATURE*****

SUPPORT PERSONNEL

Any inquiries whatsoever should be directed to:

Ziah Ayubu or Kim Bey
Management/Booking
Proverbs Reggae Band, LLC.
P.O. BOX 6325
Upper Marlboro, MD 20792
(301) 642-1379 or (301) 646-2005
proverbsreggaeband@yahoo.com

IN WITNESS WHEREOF, the parties have executed this Contract Rider as of the date first set forth above.

ARTIST:

PURCHASER:

PROVERBS REGGAE BAND, LLC. _____

Signature

Signature

Ziah Ayubu or Kim Bey _____
Printed Name

Printed Name