

Michelle Shocked

CONTRACT RIDER

Updated July 2008

2008 CONTRACT KEY RIDER POINTS

- ***1. **NO AUDIO OR VISUAL RECORDINGS. NO ARCHIVAL RECORDINGS:** Notices shall be **posted** in prominent and visible locations **throughout the house** notifying press, audience and staff that audio and video taping and flash photography are strictly prohibited.
- ***2. **Merchandise:** Artist shall retain 100% of Artist's Merchandise sales. This is non-negotiable. Purchaser may be asked to provide one seller at Artist's expense.
- ***3. **No opening acts:** Artist will provide and have complete control over the choice and cueing of house music from Door until one hour after Show ends.
- ***4. **Curfews:** Absolutely **NO CURFEWS** may be imposed upon this show unless stated on contract face or approved by Artist. This performance was agreed to with specific terms in respect to Artist's set times, set lengths, and position in schedule in case of multiple act shows. These conditions shall **NOT** be altered in any way without permission from Artist.
- ***5. **Billing:** Billing, advertising and publicity title copy is to read in Michelle's handwritten lettering when possible. Michelle's font is available via her website. www.michelleshocked.com
- ***6. **Sound System and Hospitality:** Two addendums are included. One for a solo or duet configuration, One for ensemble configuration. Please advance the engagement using the appropriate addendum.

This rider is part and parcel to the attached contract dated _____, between Strawberry Jam Tours FSO Michelle Shocked (hereinafter referred to as "ARTIST"), and _____ (hereinafter referred to as "PURCHASER"). All provisions contained herein are part of one and the same contract. PURCHASER warrants that it has the right to enter into this contract and is of legal age.

BILLING, ADVERTISING AND PUBLICITY

- A. Artist shall receive one hundred percent (100%) Headline billing in any and all advertising, lights, displays, publicity, programs, etc.
- B. All Billing, advertising and publicity is to read: Michelle Shocked. All billing, advertising, and publicity title copy is to read in Michelle's handwritten lettering when possible, ad mats to be provided by ARTIST. In situations where ARTIST'S artwork cannot be used, bold block lettering reading MICHELLE SHOCKED will suffice.
- C. NO OPENING ACTS: PURCHASER agrees it will not advertise, hire or provide and opening act(s). No announcer, master of ceremonies, act(s) or person(s) shall appear in conjunction with this performance without prior permission from ARTIST's representative. ARTIST will provide and have complete control over the choice and cueing of house music from Door until one hour after Show ends.
- D. INTERVIEWS: ARTIST reserves the right of approval of all radio, television, and newspaper or magazine interviews in regards to this performance. PURCHASER shall make no commitment on behalf of ARTIST in regards to any personal appearances and interviews without prior written approval of ARTIST.
- E. SPONSORS: The name MICHELLE SHOCKED may not be used or associated, directly or indirectly, with any product or service without prior written approval of ARTIST. Artist's appearance may not be sponsored by or in any manner tied in with any commercial product and/or company without the express consent, in advance by ARTIST.
- F. PRESS CLIPPINGS: PURCHASER shall provide ARTIST with copies of all published previews and reviews, including all purchased advertising copy, which included ARTIST's name.

PURCHASERS INITIALS _____

PRODUCTION & HOSPITALITY

- A. ARTISTIC CONTROL: ARTIST shall have sole and complete control over the production and presentation of her performance.
- B. NO RECORDINGS: PURCHASER agrees it is entirely responsible for ensuring that NO AUDIO OR VISUAL RECORDINGS OF THE ARTIST'S PERFORMANCE ARE MADE. No portion of the performance may be recorded without prior written consent of ARTIST. Any and all photographers must be authorized by ARTIST's representative, and must photograph by available light only. PURCHASER agrees to post notices in prominent and visible locations throughout the house notifying press, audience and staff that audio and videotaping and flash photography are strictly prohibited.
- C. CURFEWS: PURCHASER may impose absolutely NO CURFEWS upon this show unless stated on contract face or approved in writing.
- D. PROMOTER REPRESENTATIVE: PURCHASER shall at all times, from Load-In to Load-Out, have a representative present with decision-making capabilities.
- E. TRANSPORTATION: If applicable, PURCHASER to provide first class round trip airfare, and all ground transfers.
- F. GENERAL SECURITY: PURCHASER shall warrant and guarantee proper security at all times to ensure the safety of ARTIST, her personnel, her guests, and her equipment and property before, during and after the performance.
- G. DRESSING ROOM/SHOWER: PURCHASER will provide one clean, ventilated private dressing room WITH SHOWER AND CLEAN TOWELS. Room should be capable of accommodating 10 persons comfortably. Said room shall be secured by lock and key or in the alternative, Purchaser shall provide adequate security to insure the protection of Artist's belongings.
- H. STAGE: PURCHASER to provide a safe and erected stage not less than thirty (30) feet wide by not less than twenty (20) feet deep.
- I. SOUND SYSTEM: PURCHASER to provide a professional first-class quality sound system with professional operators, with an adequate number of input channels capable of providing clean adequate sound to capacity of venue with CD player in front of house.
- J. MICROPHONES: PURCHASER to provide an adequate number of state of the art microphones, cords, and stands, including boom stands and D.I. boxes.
- K. MONITORS: PURCHASER to provide an adequate number of monitors for stage monitoring with side fills, independent of the main system, with an adequate number of independent mixes, to include a professional operator.
- L. LIGHTING SYSTEM: PURCHASER to provide a first-class lighting system with qualified operators.

PURCHASERS INITIALS _____

LEGAL AND FINANCIAL

- A. TICKETS: PURCHASER shall provide Artist's tour manager with ten (10) complimentary tickets for each performance, the unused portion of which may be placed on sale the day of performance with the permission of ARTIST. UNDER NO CIRCUMSTANCES shall any seats within the first fifteen (15) rows be given out as complimentary tickets, or reserved by any group for any purpose promotional or otherwise. These seats must be sold to the general public on a first-come first-served basis.
- B. SETTLEMENT: All guaranteed payments (less deposits) shall be made to ARTIST's representative prior to performance IN CASH unless other arrangements have been made in writing between PURCHASER and ARTIST. In percentage situations, any expenses allowed for in the split figure, which are not fully exhausted, shall be adjusted on the night of the performance, and the split figure itself adjusted accordingly.

C. MERCHANDISING: ARTIST reserves the sole and exclusive right, but not the obligation, to sell at this engagement all items of merchandise and publications, including but not limited to souvenir books, compact discs, photographs, posters, clothing articles, hats and buttons. 100% of the receipts thereof shall belong exclusively to Artist. PURCHASER may be asked to provide one seller at ARTIST's expense.

D. TAXES: If there is an assessment of tax by any taxing authority on ARTIST for moneys earned during the engagement, said tax is to be paid by PURCHASER in the case of a guarantee deal, and categorized as a show expense in the case of a show settlement. It must be understood and agreed that no deductions whatsoever are to be taken from ARTIST'S compensation.

E. PERMITS AND VISAS: PURCHASER shall provide at his sole cost and expense: All necessary permits, licenses and authorizations from any and all government agencies, bureaus and departments including any and all necessary immigration clearances if performance is outside of the United States.

F. INSURANCE: PURCHASER represents and warrants that PURCHASER carries public liability and property damage insurance with sufficiently high limits to adequately insure against bodily injury, death or loss or damage to property in connection with any part of the performance. This policy to be valid and in force on date of engagement, and presented to ARTIST's representative upon request.

G. INDEMNIFICATION: PURCHASER shall indemnify and hold harmless ARTIST, her representatives, agents and designers from any and all claims or lawsuits resulting from the actions of any security personnel, including but not limited to claims of negligence and/or inability to maintain crowd control, injury, death, or property damage. PURCHASER guarantees that any security company employed by PURCHASER and/or venue shall carry all required liability insurance.

H. FORCE MAJUERE: If any member of Artist's party shall become ill or incapacitated or if Artist shall be unable for any reason outside of her control to attend the engagement, Artist shall not be required to perform, in which instance, any moneys paid by PURCHASER shall be returned and neither party to this agreement shall be under any further obligation to each other. In the event of a civil disorder, the likes of which could result in damage to life or property, Artist, in her sole judgment shall have the right to terminate this agreement at any time without liability.

I. CANCELLATION: ARTIST may cancel and terminate this contract and the services to be rendered hereunder, without liability, on thirty (30) days notice. Any decision regarding cancellation of the show cannot be made without approval of the ARTIST or ARTIST's representative.

J. OUTDOOR SHOWS: PURCHASER agrees to accommodate Artist with Air-conditioned dressing facilities in close proximity to the stage. Stage must be covered and suited with tarps in case of inclement weather to cover stage gear. If weather is inclement, Artist or Artist's representative shall decide whether or not to perform. All outdoor performances are payment in full, rain or shine. Artist will move show into indoor location if notified eight to ten hours prior to performance. If purchaser does not have a suitable indoor location, promoter must pay Artist in full.

K. DISCRIMINATION: No discrimination for reasons of race, religion, sex, age or country of national origin shall be permitted or authorized by PURCHASER in connection with the sale of tickets, admission, seating, or accommodation at the engagement.

AGREED TO AND ACCEPTED BY:

Purchaser (please print name clearly)

STRAWBERRY JAM TOURS DATE
Authorized signature

Purchaser's signature and title DATE

Michelle Shocked

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ADDENDUM

A. STAGE PLOT

Solo or duet:

Michelle - center stage front vox with acoustic guitar and electric guitar amp
Instrumentalist - stage right front with vox and instrument.

Ensemble:

Michelle - center stage front vox with guitar amp
Drummer - center stage rear with drum kit
Horn - stage left front with vox and trumpet
Bassist - stage left rear with vox and bass amp
Guitarist - stage right front with vox and guitar amp
Pianist- stage right rear with vox and keyboard amp

B. INPUT LIST

Solo or duet:

Michelle-vocal mike and mike line for acoustic guitar (no D.I) and guitar amp mike and power supply
Instrumentalist - vocal mike and amp mike and 2 DIs and power supply 3 outlets

Ensemble:

Michelle - vocal mike and guitar amp mike and power supply
Drummer - drum mikes for average sized kit
Horn - vocal mike and trumpet mike and DI and power supply with 3 outlets
Bassist - vocal mike and bass amp DI and power supply
Guitarist - vocal mike and guitar amp mike and power supply
Pianist - vocal mike and keyboard amp mike and 2 DIs and power supply with 3 outlets

C. BACKSTAGE HOSPITALITY

| Solo/Duo | Ensemble | Item |
|----------|----------|--------------------------------|
| 2 | | Tuna wraps from Subway |
| | For 6 | Deli Platter w/ Turkey & Swiss |
| 2 | 6 | Large soft cookies |
| 2 | 6 | Hot meals with fish or chicken |
| 2 | 6 | Lipton iced teas |
| 6 | 20 | Bottled water |
| 2 | 6 | Clean bar towels |
| 2 | 6 | \$20 buyouts are preferred |

AGREED TO AND ACCEPTED BY:

Purchaser (please print name clearly)

STRAWBERRY JAM TOURS
Authorized signature

DATE

Purchaser's signature and title

DATE