



Production Rider

THIS RIDER SUPERSEDES ALL OTHERS DATED OR NOT DATED
BEFORE JANUARY 01, 2021

This rider attached hereto and made part of the contract, by and between “CAESAR” (hereinafter referred to as “artist”) and promoter (hereinafter referred to as “purchaser”). Should there be any problem meeting any requirements of this rider, the purchaser should contact:

Contact

HIRECAESAR.COM

Kelly Caesar Esq. - Road Manager
24 Corliss Street, Suite 40721
Providence, Rhode Island 02904
Phone: 323-377-4459
hirecaesar@gmail.com

PERFORMANCE AGREEMENT

THIS AGREEMENT for the personal services of performing artists on the engagement described below between the undersigned _____ as purchaser of performance services ("Purchaser") and the undersigned Caesar ("Artist") is made this _____ day of _____

A. BASIC TERMS:

Name of Artist: **"Caesar" (Irvin Caesar)**

Address: 24 Corliss St. Suite #40721 City: Providence State: RI Zip: 02904

Telephone: (323) 377-4459 Email Address: hirecaesar@gmail.com

Place of Engagement: _____

Date(s) of services: _____

BAND MEMBERS (Musicians provided by Artist)

- Kevin Flournoy - Piano
- Leon E. Alexander Jr. - Drums
- Peter White - Guitar

Purchaser agrees to provide hotel rooms for Caesar and 3 band members (4 rooms), ground transportation to and from airport, _____ and hotel.

Number of sets and duration: _____ minute performance

Time for load-in: TBD

Time for sound check/rehearsal: TBD

B. PAYMENT OF ARTISTIC FEE

Compensation Agreed Upon: _____ Amount of deposit: _____ Date Deposit Due: _____

Full compensation agreed upon: _____ plus 4 first class hotel rooms for 2 nights. All local ground transportation as needed and per diem of \$50 a day per artist (**total \$**) and all other requirements per attached rider, all at no expense to artist.

Time of payment of fee balance: The fee balance including per diem of _____ will be paid by Purchaser's check to be presented to Artist upon Artist's arrival at the event venue and prior to performance.

Artist requests check made payable to: *Irvin Caesar* in the form of direct deposit, certified check, cashier's check, bank draft or money order.

The Performance Agreement Contractual Provisions are attached and incorporated herein.

Title Artist: *Irvin Caesar "Caesar"*

Purchaser:

Name:

Title:

Signature

Signature

Date: _____

Date: _____

PERFORMANCE AGREEMENT

Purchaser and Artist or its Agent agree that the following provisions are incorporated into the contract to which it is attached and made a part thereof, said contract being signed and dated. The parties agree that the terms of this attachment prevail over the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

1. **PAYMENT AND COMPENSATION.**

Purchaser will make payment by check to Artist immediately after completion of the performance(s), unless otherwise previously agreed in writing by Artist and Purchaser.

2. **ARTIST'S RIGHT TO TERMINATE.** If Artist is entitled to a deposit payment as provided above, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this agreement without any further obligation upon 7 days notice.

3. **CANCELLATION.** Artist reserves the right to cancel this Agreement without obligation upon notice to Purchaser thirty (**90**) days in advance of the Performance date. In the event of Artist's cancellation, the deposit payment (if any) shall be returned promptly. If Purchaser cancels the performance less than thirty (**30**) days before the performance, Purchaser will pay Artist 100% of the guaranteed fee for the performance. If Purchaser cancels the performance less than two weeks before the performance. The parties agree that such payments are reasonable in light of anticipated or actual harm caused by the cancellation and the difficulties of proving the actual damages to the Artist.

4. **FORCE MAJEURE.** 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, interruption or delay of transportation service, or any other legitimate cause beyond the control of Artist and Purchaser.

5. **SICKNESS AND ACCIDENTS.** Artist's agreement to perform is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment (if any) advanced to the Artist shall be returned promptly.

6. **PROMOTION AND PRODUCTION.**

Purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Purchaser agrees to promote the scheduled performance(s) in local prints, radio, and television media. Purchaser shall forward all copies of clippings, reviews, and posters to Artist. Artist agrees that Purchaser may use Artist's stage name "**CAESAR**", pictures, photographs, recordings, and other likenesses provided by Artist in connection with advertising and publicizing the engagement(s) hereunder, but such use shall not be without prior approval of Artist.

7. **COMPLIMENTARY TICKETS.** Purchaser shall provide Artist with 6 complimentary tickets for each performance.

8. **VIDEO, LIVE STREAMING AND AUDIO TAPING.**

Purchaser shall not, and shall not permit any person to, record, broadcast or digitally stream in any manner whatsoever, Artist's performance without prior express written consent from Artist. Purchaser shall have no interest or rights of any kind whatsoever in or to any such recordings of Artist's performance during this engagement.

PERFORMANCE AGREEMENT

9. **BILLING AND ADVERTISING**

Purchaser agrees to comply with the following billing requirements in all manner and forms of advertising in connection with the performance, including, but not limited to tickets, paid newspaper advertising, publicity releases, programs, flyers, signs, posters, billboards and marquees.

- (i) WHEN HEADLINING, Artist shall receive one hundred (100%) percent sole star billing.
- (ii) No other name or names shall be billed or used in connection with the performance without the express written consent of the Artist.
- (iii) It is understood and agreed that any and all marquees must read in bold letters:

CAESAR

- (iv) Artist shall have final approval of all advertising copy in regard to the performance.

10. **DRESSING ROOM.** Purchaser shall provide a safe, clean dressing room(s) with lock(s). Special arrangements available in dressing room shall include: *See attached Rider*

11. **HOSPITALITY.** Unless otherwise indicated, Purchaser will provide an allowance of hot and cold beverages in the dressing room for the sole use of band and crew members. Special arrangements shall include:

Pre and post performance refreshments as follows: tissues, water, coffee, tea, hot water, sugar, Splenda, fresh non-citrus fruits.

12. **SECURITY.** Purchaser shall provide adequate security so as to guarantee the safety of the audience and the Artist. Purchaser will ensure that no unauthorized persons will have access to the stage or back-stage area, and the band will provide names of persons or guests authorized to be backstage. Purchaser

shall be responsible for any theft or damage to the equipment of Artist that may occur during the time that the equipment is located on Purchaser's premise. Special arrangements shall include:

13. **BACKGROUND MUSIC.** Artist shall approve all background music played before and after Artist's performance.

14. **CONCESSIONS.** Purchaser agrees that artist and/or artist's representative shall have the sole and exclusive right to the sale of all forms of souvenir items, including but not limited to booklets, buttons, T-Shirts, CDs and pre-recorded tapes. Purchaser agrees to provide adequate space for a representative of the artist to sell such materials. Purchaser shall have no interest in the proceeds from the sale of such items by Artist.

15. **INDEPENDENT CONTRACTORS.** Artist acknowledges that it is an independent contractor and not an employee of the Purchaser and shall be responsible for all taxes. Purchaser shall control the times and division of the performance, and Artist shall control the manner, means, and details of such performance.

16. **INSURANCE.** Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist's engagement and performance, including time of set up and take down. Except for claims arising from Artist's willful or intentional acts, Purchaser shall indemnify Artist for any third party claims.

17. **PHOTOGRAPHY/VIDEO TAPING** Prior to the show make an announcement that there will be no Facebook live streaming or recording with cell phone. No photographers shall be allowed backstage, on stage or in front of the stage without prior consent of the Artist.

PERFORMANCE AGREEMENT

18. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION.

This agreement cannot be assigned or transferred without the written consent of artist. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the State of Rhode Island. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the State or Federal Courts of Rhode Island. Mediation of any dispute arising from this agreement shall be conducted in accordance with the rules of the American Arbitration Association in Rhode Island.

19. SEVER-ABILITY. If any provision of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

20. REPRESENTATIVE'S AUTHORITY TO CONTRACT. By signing this document, the representative and/or agent of the Artist hereby represent that such person is duly authorized and that the Artist agrees to be bound by the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder solely in the capacity of representative or agent of Artist, said person is not a party to this contract and shall not be liable or responsible in any way for the omissions of Artist, nor for any failure by Artist to adequately perform or comply with any term or condition hereof.

Artist: Irvin Caesar "Caesar"

Purchaser: Pan American Symphony Orchestra

Technical Requirements

Personnel:

- 2 x Stage Hands for the Duration of Load in and Load Out
- 1 x Lighting Director to Control Stage and House Lights
- 1 x Backline Tech for Duration of Stage Setup and Sound Check
- 1 x Monitor Engineer

Staging:

1. Minimum size of 30' wide x 24' deep x 5' high, of solid construction, capable of holding all instruments and personnel is required.
2. One 8' wide x 8' deep x 1' high drum riser, of solid construction. Riser must be carpeted and skirted.

Electricity:

1. Venue must have separate and isolated electrical services for both sound and light, and at no time should they share power.
2. Five (5) 15 amp quad services are required on stage for backline power (refer to stage plot for location of drops).

Lighting:

Purchaser shall provide and pay for a first-class lighting system of Artist choice in consultation with Artist Tour Manager. Tour Manager will advance lighting systems on a venue-by-venue basis. Purchaser shall provide the contact information for the venue Lighting Director or the hired lighting company, no later than two weeks prior to the contracted engagement.

1. One (1) x Follow Spot with an Experienced Operator
2. All Other Lighting Requirements to be advanced by Tour Manager

Sound:

Purchaser shall provide and pay for a first-class sound system of Artist choice in consultation with Artist Tour Manager. Tour Manager will advance sound systems on a venue-by-venue basis. Purchaser shall provide the contact information for the venue Chief Audio Engineer or the hired sound company, no later than two weeks prior to the contracted engagement.

Technical Requirements

Front of House:

1. Speaker System and Processing
 - Line Array Systems: L' Acoustic V-DOSC, EAW 760, Martin W8L
 - Compact Line Array Systems: L' Acoustic DV-DOSC, EAW 730, Martin W8LC
 - Conventional Systems: EAW KF850, Turbo sound Floodlight/Flashlight
 - Digital Processing: BSS Omni drive, JBL DSC 260/280, XTA DP 224/226
2. House Console
 - Yamaha PM4000, Midas XL200, Allen & Heath ML5000
 - Any other consoles please clear with Tour Manager
3. Equalization
 - BSS, KT, XTA, White 1/3 octave
 - One channel of 1/3 octave equalization required for each discrete speaker location (i.e. left, right, delay, front fill, etc.)
4. Inserts and Effects
 - 8 x Channels of conventional compression BSS, Drawmer, DBX 160
 - 4 x Channels of gates BSS, Drawmer, Aphex
 - 1 x Digital Reverb Yamaha SPX 990, Lexicon PCM 91, 90, 81, 80, or TC M-One
 - 1 x Digital Delay (must have tap delay option) TC D-2, or Roland SDE 330

Stage Monitors:

Note: The Artist will not be touring with their own Monitor Engineer, so it is important that a qualified Monitor Engineer is provided with either the house sound system or the hired sound company.

1. Monitor Console
 - Yamaha PM4000M, Midas XL250, Soundcraft Series 5 Monitor
2. Monitor Wedges
 - Eight (8) x Bi-amped 12"x2" monitor wedges (including cue)
 - Clair Brothers 12AM, JBL Array Series, EAW SM Series
 - 1 x Single 15" or 18" sub for drummer, in-line on mix 4 (refer to stage plot)
3. Mixes and Equalization
 - BSS, KT, XTA, White 1/3 octave
 - Four (4) mixes are required on stage. Each mix output must have one channel of 1/3 octave equalization inserted.

IMPORTANT

The equipment listed above is essential for a successful concert. The sound and backline companies must be able to provide all of the listed equipment. Tour Manager must receive a complete list of what is to be provided no later than two weeks prior to the contracted engagement. If the equipment being provided does not meet the standards required for a successful concert, the Artist reserves the right to replace the sound and backline companies at the purchaser's sole expense with companies able to provide the necessary equipment and services.

Backline Requirements

CAESAR

2 Microphones (1 Shure, wireless, Beta 58, w/new battery and 1 wired Shure Beta 58 Mic) with 1 straight chrome microphone stand with a round base and 1 black microphone stand with quick release for the Beta 58 wireless. **2 Black QuickLock stools.**

Guitar

3 x Guitar Stand.

1x Music Stand with light

QuickLock stool

Bass

1 x SWR – SM 900 Bass Amplifier w/ 2 x SWR Goliath 4x10 speaker cabinets

or

1 x Eden 800 World Tour Bass Amplifier w/ 2 x Eden World Tour 4x10 speaker cabinets

2 x Guitar Stands

1 x Music Stand with Light

1 black wooden stool.

Piano

1 x Steinway Grand, Yamaha

1 x Sustain Pedal

1 x Keyboard Stand (X style)

1 x Piano Stool

2 x Music Stand With Light

Drums

Yamaha Maple Series

10 x 7.5 Tom

12 x 8 Tom

14 x 14 Mounted Floor Tom

16 x 16 Mounted Floor Tom

22 x 18 Kick Drum (or 22 x 16)

14 x 5 1/2 Maple Model Snare

12 x 6 Soprano Snares

2 x Yamaha Snare Stands

1 x Yamaha Hi Hat Stand (HP930)

7 x Yamaha Boom Stand (HP845)

1 x Single Kick Drum Pedal

1 x Yamaha Drum Throne (DS1100) *wide bench seat throne, like Roc & Soc

1 x Set of Yamaha Tom Stands

Remo Drum Heads

Note: These heads can be use on either Maple or Birch kits

All heads are Remo's

All Toms: Clear Emperor

Kick Drum: Clear Power Stroke 3

Snare (both): Coated Power stroke 3

SUBJECT TO CHANGE

Hospitality Requirements

Three dressing rooms are required, and should be labeled as follows:

Dressing Room A: "CAESAR"

Dressing Room B: "Band"

Dressing Room A:

5 Bottles of natural spring water at room temperature.

2 Lemons

1 Bottle of Honey

2 x Hand Towels

1 x Bath Towel

Dressing Room B:

1 x Deli Tray for 6 People to Include Turkey, Chicken, and Vegetables (no processed meats)

1 x Loaf of White and Wheat Bread

20 x One-Liter bottles of natural spring Water (5 bottles of water at room temperature).

1 x QT of Apple Juice

An Assortment of Soft Drinks (Coke, Diet Coke, Sprite, Dr. etc.)

Coffee and Tea Service with fresh cream, sugar and lemons

An Assortment of Fresh Fruit

An Assortment of Cookies and/or Candies

Condiments: Butter, Mayonnaise, Mustard, etc.

Sufficient Ice to Chill Drinks

Paper Plates, Napkins, Cups, and Utensils

12 x Hand Towels

5 x Bath Towels

1 x Bottle of Liquid Hand Soap

1 x Bottle of Hand Sanitizer

Dinner: A hot meal for six (6) people shall be provided as soon as possible after sound check.

Dinner should include:

Fresh Salad (with an assortment of salad dressings)

Hot Entrée (chicken, fish, or beef)

Hot Side Dish (rice, potato, or pasta)

Desert

Buyout: If a hot meal cannot be supplied a \$50.00/per person buyout must be supplied immediately after sound check. Please have an assortment of menus from local restaurants available.