

# AGREEMENT RIDER

## A Tribute to Miss Peggy Lee

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This rider regarding the engagement of STACY SULLIVAN in 'A Tribute to Miss Peggy Lee' is herein made a part of the attached Agreement.

1. In all headline situations, ARTIST shall receive 100% headline billing. When not headlining, ARTIST shall always receive guest billing.
2. In all advertising, ARTIST shall be billed as STACY SULLIVAN in 'A Tribute to Miss Peggy Lee'.
3. In all headline situations other artists on the bill must be approved by ARTIST'S MANAGEMENT prior to confirmation of supporting artist. If approved, the opener will perform a maximum of 20 minutes, including encore. Any changes to this must be approved prior by ARTIST'S MANAGEMENT.
4. PURCHASER shall provide a clean, private dressing/warm-up room that is readily accessible to the stage, yet far enough from the audience to allow for tuning and vocalizing prior to the performance. Dressing room shall be locked or guarded when ARTIST is on stage. Dressing room shall have adequate lighting, mirrors, grounded outlets, and seating for four (4) persons. Private toilet facilities should be provided, with a shower if

possible. The following items should be made available in dressing room upon ARTIST'S arrival: hot water and herbal tea bags, bottled spring water, fresh fruit, and two (2) clean towels.

If a formal dressing room is not available, ARTIST requests that a small, private space be set aside for pre-show, warm up thirty minutes before start of performance. This space should be clear of all other persons.

5. PURCHASER shall supply a first-class sound system (which must have reverb) including:
  - a. Minimum of two (2) on-stage floor monitors
  - b. Three (3) microphones on boom stands: 2 vocal, 1 piano
  - c. One (1) direct box
  - d. One (1) AC power outlet
  - e. One music stand
  - f. Two music stand lights
6. PURCHASER shall provide One (1) Grand piano, tuned to A-440 the day of the performance.
7. PURCHASER shall supply one "bar-type" stool (black in color).
8. PURCHASER shall supply on stage three (3) bottles of water.
9. PURCHASER shall provide professional stage lighting and operator. ARTIST shall have sole and absolute authority in controlling or directing the control of all lighting equipment.
10. A SOUND CHECK will be required on the day of the performance (1½ hours before show time unless otherwise arranged) after the

stage is set and all equipment is in operating order. Sound check shall occur prior to the opening of the house and should last for no more than one hour.

11. If applicable, PURCHASER agrees to provide ground transportation to and from nearest airport, and to and from the hotel to venue for ARTIST.
12. PURCHASER is to provide four (4) well-balanced, hot meals (please no fast food). The mealtime will be confirmed when the show is advanced. There is an option of a buyout at \$20 per person.
13. If PURCHASER is to provide lodging, ARTIST request three (3) rooms (one with a king size bed).
14. ARTIST shall at all times be considered under the terms of this agreement an Independent Contractor. ARTIST shall not be responsible for any obligations of PURCHASER whatsoever with regard to third parties. PURCHASER shall at all times indemnify and hold ARTIST, her representatives, employees, contractors, officers, principals and managers harmless from and against any and all claims, damages, liabilities, costs and expenses, including legal and counsel fees, arising out of any breach of any warranty, representation, or agreement made by purchaser herein, and arising out of or connected with the actions of any third-parties not directly affiliated with ARTIST.
15. PURCHASER warrants and represents that a valid insurance policy which at minimum provides liability coverage in an amount

equal to one million dollars per occurrence be in effect as of the date hereof and will be in effect at the date of and throughout the engagement of ARTIST'S services hereunder. The aforesaid must also afford coverage to ARTIST either as a so called named insured or third party beneficiary.

16. A cancellation fee equal to fifty (50%) percent of the guaranteed compensation shall be paid to ARTIST if show is cancelled by PURCHASER for reasons other than riot, strike, act of God, or other legitimate conditions beyond PURCHASER'S control.
17. ARTIST shall have the right to cancel the agreement without liability upon notice to the PURCHASER no later than seven (7) days prior to the date of the first performance hereunder in the event ARTIST secures a commitment for a motion picture, a major television or live stage quest appearance, a series of television performances, a "special" television program, a legitimate stage production, a tour or a recording commitment, and such a commitment would interfere or conflict with the engagement hereunder.
18. REPRODUCTION OF PERFORMANCES: No radio apparatus or transmitting or recording device, specifically including motion pictures, video tape or television shall be used during the performance in any manner or form to reproduce the ARTIST'S performance without the prior written consent of the ARTITST or ARTIST'S REPRESENTATIVE.
19. INCIDENTAL SALES; The PURCHASER shall have the sole right to sell or cause to be sold souvenirs, candy and refreshments in the facility during the engagement of the performance there. The

ARTIST shall have the sole right to sell or cause to be sold t-shirts, souvenir programs or booklets, LP's, CD's and cassette tapes.

20. For PERCENTAGE DATES: PURCHASER agrees to have on hand at the end of engagement ticket manifest, unsold tickets and receipts for expenses for verification by ARTIST or ARTIST'S REPRESENTATIVE. In percentage situations when seating is more than 500 per night or over the run of a show, PURCHASER will supply to ARTIST or ARTIST'S REPRESENTATIVE a detailed list of expenses, copies of receipts for expenses, and a copy of ticket manifest within one week of the completion of engagement.
21. PURCHASER agrees to make up to ten (10) complimentary tickets available to ARTIST or ARTIST'S REPRESENTATIVE. The unused portion may be placed on sale the day of the performance.
22. PURCHASER will not change ticket prices without prior permission of ARTIST'S MANAGEMENT.
23. IMMIGRATION; (Where applicable) Canadian and European PURCHASERS are to be responsible for the filing of any and all immigration documents necessary to insure ARTIST'S entry into the country. These documents, upon completion of filing and approval, must be forwarded to ARTIST'S MANAGEMENT as soon as possible. We cannot aid an ARTIST who is detained at a border point-of-entry when these documents are not completed or provided to us.

24. PURCHASER agrees to give out no more than 2% of the house in complimentary tickets without prior written consent from ARTIST or ARTIST'S MANAGEMENT.

25. To set up interviews with the media, contact MANAGEMENT.

26. PURCHASER agrees to contact MANAGEMENT regarding any difficulties in meeting any contract or rider requirements.

PURCHASER:

ARTIST:

Stacy Sullivan

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_