

TRACE ADKINS

2024 Tour Rider

Rider to agreement dated _____ between SAREPTA INC. f/s/o TRACE ADKINS hereinafter referred to as Producer _____ hereinafter referred to as BUYER.

To the BUYER of this production, please understand that the items required below are necessary for TRACE ADKINS to provide the best possible show for the BUYER and his patrons. In order to fully understand our production, please examine all parts of this rider. After reading each page, BUYER is asked to initial in the space provided at the bottom left of each page. Failure to provide initials will constitute BUYER'S acceptance of all conditions set forth on set page.

BUYER and/or BUYER'S Representative agree that any changes regarding stage call times, personnel or production requirements (ours or other parties') will be subject to approval by ARTIST or ARTIST'S Representative.

BUYER and/or BUYER'S Representative must be present, from first call time of the day until completion of load-out.

Please forward any and all information contained within to the appropriate parties concerned (staging, sound, catering, etc.).

KEY PERSONNEL All questions and/or correspondence should be directed to:

Management
Twang Management

Greg Baker

615-500-8324 (Cell)
Greg@twangmgmt.com

Jason Fridenstine

615-500-8004 (cell)
Jason@twangmgmt.com

Tour Manager
Sarepta, Inc.

David Milam

817-522-2380 (Cell)
tm@traceadkins.com

Production Manager
Sarepta Inc.

Benny Durham

270-535-0988 (Cell)
pm@traceadkins.com

Booking Agent
Action Entertainment Collaborative

Nick Meinema

615-720-2554 (Cell)
nick.meinema@action-ent.com

Tour Marketing
MTheory

Kaitlyn Moore

860-857-9626 (Cell)
kaitlyn@mtheory.com

Kayleigh Allen

434-229-2619 (Cell)
kayleigh@mtheory.com

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TRACE ADKINS BAND

SAREPTA INC.

C/O Wiles & Taylor
4011 Armory Oaks Drive
Nashville, TN 37204
615/242-2727
615/726-0223 (Fax)

f/s/o Trace Adkins

Fed ID # 62-1642233

ELECTRIC GUITAR

Brian Wooten

BASS

Chris Haughey

DRUMS

John Spittle

KEYBOARDS

Brent McCollough

ELECTRIC GUITAR

Brent Wilson

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1. BILLING / ADVERTISING As mutually agreed upon

A. HEADLINE ACT

- 1. Unless otherwise stated to the contrary in the Contract, Artist shall receive one hundred percent (100%) sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, fliers, newspapers, programs, signs, lobby boards, and marquees. Producer shall have approval over each of the foregoing.
- 2. No other name or photograph shall (i) appear in equal or larger type with respect to size, thickness, boldness, or prominence that the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist.

B. ADVERTISING

- 1. Producer reserves right of approval, in writing, of any and all advertising and promotions. All inquiries regarding Trace Adkins, including, but not limited to those from press, TV, and radio must be directed through the appropriate Artist representative. Upon sell-out of an Engagement, Purchaser shall promptly stop all advertising in connection therewith.
- 2. Purchaser agrees to purchase all ad mats, radio spots & tv spots from Tour Design. There will be no logos used on our ad mat or television spots, other than logos provided by Producer.
- 3. The name, photograph or other likeness of Artist may not be used or associated, directly or indirectly, with any product or service, nor may it be used in or on any program or souvenir book, poster, pamphlet or any other material or merchandise for sale without the express written consent of Artist's Manager.
- 4. Purchaser also agrees not to commit Artist to any personal appearances, interviews, photos, meet and greets, autograph sessions, or any other types of appearances without prior written consent of Artist's manager.

C. RADIO

- 1. No stations may be contacted for advertising, promotion, concert announcement, for any reason at all until an APPROVED marketing plan has been agreed to by Artist's manager. Contact Greg Baker at 615.500.8324 for approval.
- 2. Welcoming status will not be granted to any station without prior approval by Producer.
- 3. No backstage passes (contests, staff, etc.) can be given to any radio station without **approval** of Producer.
- 4. No on stage banners.

2. INTERVIEWS/APPEARANCES Agreed

- A.** ARTIST and/or ARTIST'S Management reserves the right of approval, in writing, of any and all radio, television, newspaper, and/or magazine interviews made in conjunction with PERFORMANCE. BUYER further agrees not to commit TRACE ADKINS to any personal appearances, interviews, photos, meets and greets, or any other type of promotional appearance without prior consent of ARTIST'S Management.
- B.** All print, TV, and any type of electronic media requests should be requested through **Kaitlyn Moore (860.857.9626) at MTheory.**
- C.** All radio interview requests should be directed to Kaitlyn Moore kaitlyn@mtheory.com

3. ADMISSIONS TO PERFORMANCE Agreed

Admission for PERFORMANCE hereunder shall not be restricted due to race, gender, age, religion, color, creed, or the elements thereof.

4. COMPLIMENTARY TICKETS Agreed

- A.** Buyer shall provide ARTIST with twenty four (24) complimentary tickets and/or cover charges, at no expense to artist. Any unused tickets will be returned and may be placed on sale the day of PERFORMANCE. No comp tickets shall be distributed by Purchaser without prior written approval of Producer. If approved, a list of those to whom tickets were distributed shall be available to Tour Manager prior to show.

5. OPENING ACTS As mutually agreed upon

- A.** When the ARTIST is headlining, the appearance of another act or acts on the same bill as ARTIST shall be subject to ARTIST and/or ARTIST'S Manager's approval. Length of said act's(s) set shall be predetermined to allow for adequate time to rearrange the stage between performances and still allow ARTIST to perform entire show at designated time. And no act may perform to pre-recorded audio tracks, without the written approval by ARTIST'S Management.
- B.** If opening act or additional acts are on the bill, **separate** house and monitor consoles MUST BE supplied so that the ARTIST has segregated desks that will not be used by other bands.
- C.** BUYER shall indemnify and hold ARTIST harmless from any and all liability for damage to any and all equipment owned by, placed on stage by, or used by any other acts.

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D. ARTIST shall, in ARTIST'S sole discretion decide whether any opening acts(s) shall use any of ARTIST'S equipment.

6. SPONSORSHIP As mutually agreed upon

All forms of sponsorship, whether part of an ongoing series or specifically for ARTIST'S PERFORMANCE, must be authorized in writing by ARTIST'S Manager prior to PERFORMANCE. ARTIST retains right to have a sponsor.

7. PAYMENT

A. Payment to ARTIST for PERFORMANCE shall be made, in full to ARTIST'S Representative PRIOR TO PERFORMANCE. Said payment shall be made only by ~~cash or cashier's check~~, **Village Check or ACH**. ~~In case payment or any part thereof of PERFORMANCE hereunder is based on a percentage of gross admission receipts, then such gross admission receipts shall be computed on the actual full admission price provided on each ticket, and, in the absence of prior written agreement by ARTIST, no ticket shall be offered or sold at a discount or premium. In the case of payment being based on percentages, as set forth above, no more than 10 (ten) complimentary tickets shall be offered or given away by BUYER, and no one authorized by BUYER shall be allowed into any part of PERFORMANCE venue without a ticket or free without ARTIST'S and/or ARTIST'S Manager's prior written consent, with exception of ARTIST'S complimentary tickets.~~

~~B. In case of payment being based in whole or in part on a percentage of gross receipts, ARTIST'S Tour Manager or ARTIST representative shall be allowed to be present in the box office at all times and shall be permitted to inspect ticket sales and otherwise determine gross receipts at the conclusion of each segment of PERFORMANCE or at the end of PERFORMANCE at ARTIST'S sole option.~~

~~C. In case of payment being based in whole or in part on a percentage of gross admission receipts, BUYER agrees to have on hand, at the place and time of PERFORMANCE, for counting verification by ARTIST'S Representative, all unsold tickets. Artist shall be compensated for difference between number of unsold tickets and number of tickets shown by the ticket manifest. If Purchaser should violate any of the preceding paragraphs of this section, it shall be deemed that Purchaser has sold a ticket for each seat (and any permitted standing room) at highest ticket price.~~

~~D. No admission tax shall be deducted from the gross box office receipts before computing percentages unless the amount of tax is stated on the face of the Contract. Unless Purchaser advises Artist promptly after submission of the Contract to Purchaser of any and all income or similar taxes which may be required to be withheld from monies earned by Producer from this engagement, any such tax shall be paid and borne solely by Purchaser.~~ **Tax exempt organization**

~~E. Financial terms and conditions of this contract have been agreed upon based on exact ticket price/capacity/advance gross potentials as stated on the face of this contract. If gross receipts for engagement hereunder exceed stated advance gross potential, Artist shall be entitled to one hundred percent (100%) of the difference between stated and actual gross potential.~~

8. CREATIVE CONTROL Agreed

Producer shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers (including master of ceremonies and welcoming speakers) and their length of performance, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film or videotape played to patrons at any time during the Engagement including prior to performance and during intermission.

9. ANCILLARY RIGHTS Agreed

A. **RECORDING** - Purchaser will not permit the audio and/or visual recording or the audio and/or visual broadcast of all or any part of the Engagement without the express written consent of Producer. No portion of the engagement may be taped, broadcast, recorded, filmed or embodied in any form, for any purpose, without the prior written consent of Artist's Manager. Purchaser will deny entrance to any person carrying any audio and/or video recorder. Artist shall have the sole and exclusive right to film, record, tape or otherwise reproduce and embody any and all performances, including, without limitation, audio tape, video tape, and other audio visual process or solely audio or solely visual (per local union regulations and venue regulations fee).

B. **RIGHT OF PUBLICITY** - Except as otherwise agreed in writing, nothing contained herein is intended, nor shall it be construed, to grant Purchaser any rights in connection with the use of the name, voice, likeness, logo or biographical information of Artist or any member thereof.

C. **SPONSORSHIP** - All forms of sponsorship whether specifically for Artist's Engagement or part of an ongoing series must be authorized in writing by Producer/Artist's Manager prior to Engagement. **as mutually agreed upon**

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10. ADDITIONAL TERMS As mutually agreed upon

If before the date of any scheduled PERFORMANCE it is found that BUYER has not fully performed his obligations under any other Agreement with any party for another engagement or PERFORMANCE or that the financial credit of BUYER has been impaired, ARTIST may cancel this agreement, without any penalty to, or liability by ARTIST whatsoever. In the event that BUYER does not perform fully all of his obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder, which PERFORMANCE or refusal to PERFORM shall not be a waiver of any other remedies that ARTIST may have against BUYER, and BUYER shall be liable to ARTIST for damage, including but not limited to reasonable attorney's fees and costs, in addition to the compensation provided for herein.

11. GENERAL REQUIREMENTS/PRODUCTION RIDER Agreed

Except as otherwise agreed to by the parties in writing or as otherwise stated in the attached Artist Production Rider (if any), Purchaser shall provide, at its sole cost, all elements of the production as required by Artist including, without limitation, catering, dressing rooms, ground transportation, sound, lights, staging, and back-line equipment. If the Artist Production Rider is attached hereto, the said Artist Production Rider shall be made part hereof and Purchaser agrees to fulfill or cause to be fulfilled, at its sole cost, all terms and conditions contained therein

12. LICENSES/PERMITS Agreed

Purchaser shall secure, at its sole cost, all licenses (including music licensing fees), permits, leases, certificates, and authorizations required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement; and (ii) Artist/Producer's exercise of any rights granted herein. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable thereto. Upon request, Purchaser shall provide Producer with evidence of the foregoing, provided that Producers failure to request or review same shall not be deemed a waiver of Purchaser's obligations or Producer's rights hereunder

13. FORCE MAJEURE Agreed

If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall include Artist or any member thereof.

14. INCLEMENT WEATHER As mutually agreed upon

Producer's obligations hereunder shall be excused, and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous, or is otherwise prevented or impaired due to inclement weather. It is agreed and understood that the decision to cancel any engagement hereunder due to weather conditions shall be made solely by Artist or Artist's representative at his sole discretion. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price plus any percentage moneys called for in the Contract. Purchaser understands and agrees that ARTIST WILL NOT PERFORM ON A WET STAGE.

15. LIABILITY

~~Except as otherwise specifically provided herein, Purchaser assumes full responsibility and liability for the payment of any and all costs, expenses, charges, claims, losses, liabilities and/or other damages related to or based upon the presentation or production of the Engagement. Both parties shall indemnify, defend, protect, and hold harmless, each other party its officials, officers, employees, successors and assigns, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, including payment of attorney's fees, to the extent occurring from or arising out of the grossly negligent or intentional acts of the other party or its respective officials, officers, employees, successors and assigns in the performance of this Agreement.~~

16. CANCELLATION

BUYER agrees that Artist may cancel the engagement hereunder, at ARTIST'S sole discretion, by giving BUYER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder without liability to BUYER.

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17. ASSIGNMENT Agreed

BUYER shall not have the right to assign this Agreement or any provision thereof. Nothing herein contained shall be construed as to constitute the parties hereto as a partnership or joint venture, or that the ARTIST shall be liable in whole or in part for any obligation that may be incurred by BUYER in BUYER'S carrying out, or failing to carry out, any provisions hereof or otherwise. The person executing this Agreement on BUYER'S behalf warrants his authority to do so

18. CHOICE OF LAW/FORUM

This Rider and Contract shall be deemed made and entered into the State of ~~Tennessee~~ Illinois and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The state or Federal courts located in ~~Nashville, Tennessee~~ Illinois shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts. In such event, the prevailing party to such dispute shall have the right to be reimbursed by the other party for its reasonable attorney's fees.

In the event of any default, dispute, or breach of this Agreement requiring court action, the prevailing party shall be entitled to recover reasonable attorney's fees, expenses, and court costs. The parties hereto consent to venue in ~~Davidson County, State of Tennessee~~ Illinois, in any such court action.

19. BREACH

Each of the terms and conditions of this Rider and Contract is necessary and essential for Artist's full performance of its obligations hereunder. Accordingly, if Purchaser refuses or neglects to fulfill all of the terms and conditions contained in the Rider or the Contract (including, without limitation, the payment of any moneys due and any services and items required hereunder) then Purchaser shall be deemed in material breach of contract. In such event, Producer shall have the right, without waiver of any other rights and/or remedies, all of which are reserved: (i) to refuse to perform this Contract; (ii) to cancel the Engagement; and (iii) to retain any amounts paid to Producer as partial compensation. If on or before the date of the Engagement, Purchaser has failed, neglected, or refused to perform any contract with any other performer or entity, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory (in Producer's good faith opinion), Producer shall have the right to demand immediate payment of the full contract price specified herein. If Purchaser fails or refuses to make such payment immediately, Purchaser shall be deemed in anticipatory breach of contract. In such event, Producer shall have the right, without further obligation to Purchaser (i) to refuse to perform this contract; (ii) to cancel the Engagement; (iii) to retain any amounts paid to Producer as partial compensation; and (iv) Purchaser shall remain liable to Producer for the full contract price, including any percentage moneys due. The foregoing is in addition to all other rights and/or remedies available to Producer in law and/or equity.

20. INDEMNIFICATION

~~Purchaser agrees to indemnify and hold harmless Producer and Artist and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein. SEE #15~~

21. SUBSEQUENT TERMS

A. Recording Agreed

BUYER will not permit the audio and/or visual recording or the audio and/or visual broadcast of all or any part of the PERFORMANCE without the express prior written consent of ARTIST and/or ARTIST'S Manager. No portion of this PERFORMANCE may be broadcast, recorded, filmed, taped, or embodied in any form, for any purpose, without the prior written consent of ARTIST and/or ARTIST'S Manager. BUYER will deny entrance to any person carrying any audio and/or video recorder.

B. Merchandise/Sales 100% Artist/Artist Sells

1. ARTIST and/or ARTIST'S Representative shall have the sole and exclusive right, though not the obligation, to sell ARTIST'S products. BUYER further agrees and warrants that there shall be no sale or other distribution of recordings and/or other souvenir materials/products other than by ARTIST and/or ARTIST'S Representative at the PERFORMANCE without the prior written consent of ARTIST'S Manage
2. BUYER agrees to provide adequate space for ARTIST'S Representative to vend ARTIST'S products. ARTIST and/or ARTIST'S Representative, at ARTIST and/or ARTIST'S Representative sole discretion, will determine location of ARTIST vending area. BUYER will

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provide ARTIST and/or ARTIST Representative with four (4) six (6') foot long heavy duty tables for the use in displaying and selling ARTIST'S products, and shall provide electrical source to hook up display lights.

3. ARTIST and/or ARTIST'S Representative may sell ARTIST'S products before, during, and after PERFORMANCE. No percentage of sales receipt or other fee shall be paid by ARTIST and/or ARTIST'S Representative to BUYER on any sale of ARTIST'S products. BUYER shall not be entitled to free items unless agreed upon in advance by ARTIST.

C. Miscellaneous

1. BUYER agrees to provide comprehensive general liability insurance including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by Producer and/or its employees, contractors and agents. Such liability insurance shall be in the amount required by the venue, but in no event shall have a limit of less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and effect at all times ARTIST or any of Producer's agents or independent contractors are in place of performance. ~~ARTIST and its agent for the Engagement, United Talent Agency, Inc. shall be listed as additionally named insurers under such insurance and this shall be indicated on the pertinent certificate of insurance.~~ BUYER agrees to provide a policy of Workman's Compensation covering all of the BUYERS employees. ~~or third-party contractors.~~

2. Certificates of insurance relating to the coverage listed above shall be furnished by BUYERS to ARTIST at least fourteen (14) days prior to the Engagement. Certificates are to be sent to:

Chris Hawks
C/O Wiles & Taylor
4011 Armory Oaks Drive
Nashville, TN 37204
615/242-2727 (phone) | 615/726-0223 (fax)

ARTIST'S failure to request or review such insurance certificates shall not affect ARTIST'S rights or Purchaser's obligations hereunder. The Purchaser warrants that he has complete and adequate public liability insurance.

Production Requirements

**** If no production offices are available on-site, Purchaser must provide, at no cost to Artist, a climate-controlled production trailer suitable for six (6) people. Production trailer must be approved in writing by Artist Management prior to performance date. ****

BASIC PRODUCTION NOTES

A. Passes **per advance**

All backstage passes, stage access passes and guest passes shall be issued only by the Artist's Tour Manager. **Purchaser shall not issue any such passes nor request any such passes be issued to any person not involved with producing or working to produce the show. NO OTHER PASSES ARE ACCEPTABLE except Vendor passes with no backstage access. All "stick-on" passes are non-transferable.**

- 1) LAMINATES - All Access – All members of Artist's entourage will display a laminated pass. Only persons wearing this pass will be permitted on stage. Laminates cannot, however, escort anyone without a VIP pass backstage.
- 2) VIP PASS – VIP Guests will have backstage and dressing room access, but NO stage access. VIP passes do not have escort privileges.
- 3) MEET & GREET - Meet & Greet is done in a designated area. Tour Manager will communicate in advance of the show what time and where these people should meet to be escorted to the Meet & Greet. Meet & Greet will include radio guests, fan club, and contest winners, all of which must be pre-approved by Artist's Management. One security person per group is required for escort during the Meet & Greet. Each participant must apply their pass, in plain view, before being escorted backstage. **Meet & Greet passes are null and void after meet & greet is completed.**
- 4) LOCAL WORKING CREW - Local Crew "stick-on" passes are used for *some* local working crew. **Local Crew "stick-on" passes cannot escort anyone backstage. NO EXCEPTIONS.**

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TRACE ADKINS PRODUCTION RIDER

B. Transportation/ Parking **Agreed**

1. Buyer will ensure that ARTIST'S busses, trucks and any other vehicles used by ARTIST for transportation to venue will have clear access to and from PERFORMANCE venue. This will include payment of any towing costs incurred as a result of BUYER'S failure to comply with the terms of this paragraph. Buyer shall be responsible for any and all permits and parking charges.
2. Parking should be provided as close to entrance to stage or dressing room as possible for two (2) forty five foot (45') busses. Parking should also be provided as close to loading area for One (1) fifty three foot (53') tractor trailer. If parking is available only on the street, space must be blocked off prior to arrival. Purchaser shall obtain, at no cost to Producer, all police and/or municipal permits if it is necessary to load-in from or park on the street.
3. Equipment load in and tour parking area must be clear of vehicles prior to load in and must remain clear until completion of load out. Purchaser will ensure that any vehicles used by Producer for transport of equipment and/or personnel to and from venue will have clear and dry access to and from venue. This will include payment of any towing costs incurred as a result of Purchaser's failure to comply with the terms of this paragraph.
4. All parking areas will have dry, clear (without going through audience) passage to and from stage and/or dressing room areas.
5. Three (3) 208 volt, 3 wire 60 amp, single phase electrical service is needed for three (3) busses. This service must be located within one-hundred feet (100') of parking area. An experienced electrician, familiar with the venue, must be present when shore power is connected and disconnected.
6. Purchaser shall ensure security for the parking area from load-in time until load-out is completed.

C. Band Equipment and Backline **Agreed**

1. ARTIST reserves the option to use any and all of ARTIST'S own equipment. **No assumptions should be made to use ARTIST'S and/or ARTIST'S band's equipment by any other acts.**
2. BUYER will ensure that the stage area is completely cleaned and cleared of any and all equipment before ARTIST'S arrival, with the exception of sound and lighting equipment directly associated with this PERFORMANCE.
3. ARTIST and/or ARTIST'S Representative will determine the placement of any and all equipment owned by, placed on stage by, or used by any and all other support acts.
4. BUYER agrees to provide at his sole expense, a complete backline package to be advance by ARTIST'S Production Manager when applicable. This backline package is for the sole and exclusive use of ARTIST. **BACKLINE REQUIREMENTS WILL BE FORWARDED DURING ADVANCE.**

STAGE AND RISER REQUIREMENTS

ALL OUTDOOR STAGES MUST BE COVERED WITH A LOAD-BEARING ROOF THAT WILL ALLOW ARTISTS VIDEO, LIGHTING, AND AUDIO TO BE FLOWM FROM. NO EXCEPTIONS!! NO EXCEPTIONS!! NO EXCEPTIONS!! NO EXCEPTIONS!! UNLESS CLEARED BY ARTIST MANAGEMENT & PRODUCTION MANAGER.

A. Dimensions

Stage size – **48' wide x 32' deep x 4' high** **Actual stage size - 60'x40'x5'; see tech packet**

Mix Position – 80' from the downstage edge

Mix Position size - 16' wide x 16' deep

*Entire FOH mix area should be enclosed with bicycle racks or equivalent

No barricade (first row 6' from the Downstage Edge) – at Production Manager's Discretion

Two (2) 8'x8'x2' risers at Mix Position for lighting console

FOR OUTDOOR SHOWS ONLY: Covered 12 'wide x 24' deep decking on stage left and stage right to accommodate monitor world and guitar world.

If for any reason the minimum stage requirements cannot be fully accommodated, Artist's Production Manager must be notified immediately.

B. Staging Notes **As mutually agreed upon**

1. The performance stage, sound wings, and all associated risers should be solidly constructed, free from holes and soft spots and be incapable of any movement or motion. Center line of the performance stage should be placed on the center line of the arena floor or audience area. Stage is to be placed on the venue floor in such a manner that the passage behind it is no less than 8' wide.
2. If the Engagement is to be performed outdoors, Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Producer and their crew) from heat and

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inclement weather and dangerous conditions resulting there from. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate.

3. An adequate supply of plastic sheeting (Visqueen) or tarps is required to cover all stage gear, lighting console, and all house and monitor electronics.

4. Stair units should have handrails and be lighted, places on each side of the stage and on the upstage side.

5. Sound check will require a minimum of one (1) hour after set up. Upon ARTIST'S arrival through completion of sound check, venue shall remain completely closed to public.

6. Artist's set equipment and backdrop/video screens shall supersede any other backdrops or set equipment, including sponsor banners and backdrops, and shall be controlled by Producer's representatives. Scaffolding to be provided for video screens and/or projectors to be coordinated with Artist's production manager. Backdrop and/or video screen is considered part of Artist's set and must be in place for Artist's show. Any changes must be approved in writing by Artist's Production Manager.

7. A barricade on each side of the stage that separates the audience from the backstage area is required.

8. Artist's Production Manager shall have authority over any facility lighting that will affect performance including backstage lighting, signage and/or other ambient lighting.

LOCAL LABOR Agreed

1. Purchaser will provide, at Purchaser's sole cost and expense, a minimum of Four (4) loaders and Twelve (12) stagehands present at load-in AND Four (4) loaders and Twelve (12) stagehands at load-out time to unload, move, set-up, tear down, and load Artist's equipment, sound and lighting equipment, and materials required for concession sales. There shall be no overlap between duties of security, stagehands and ~~ushers~~. A consistent crew is critical for a smoother load-in and load-out. Four (4) deck hands will be needed for any and all set changes. As a rule, show call time should be 30 minutes prior to show time. All laborers asked to work the show should understand the times associated with the show and wear dark clothing.

ALL LOCAL LABOR MUST BE SOBER, ABLE BODIED AND HAVE BASIC VERBAL SKILLS.

Buyer will provide, at his sole cost and expense, the following labor:

Load-in	Show call (30 min prior to show)	Load-out
Twelve (12) stagehands	Four (4) deck hands	Twelve (12) stagehands
Four (4) loaders	Four (4) spot operators Two (2)	Four (4) loaders
One (1) forklift operator loading dock and flat push to stage	One (1) electrician (House Lights)	One (1) forklift operator
One (1) electrician		One (1) electrician
One (1) runner (for entire day)		

A. Loaders

If loaders and stagehands are not separate calls, the same total numbers still apply as listed in Labor Call above.

B. Stagehands

There should be no overlap between duties of stagehands, security, and ~~ushers~~. Maintaining a consistent crew is critical in that a smoother load-in and load-out is possible.

C. Electrician

Will be needed at load in and load out times for connecting and disconnecting buses shore power, as well as sound, light, rigging power. An electrician may also be needed for controlling house lights.

D. Spot Operators and House Lights

Two (2) ~~Four (4)~~ experienced spot operators are required. Trainees are NOT acceptable. House light operator must be on the communication headset at least 15 minutes before show time. At no time should the house lights come up during performance unless directed by Artist's Lighting Director or Production ~~Manager~~.

E. Fork Lift Operator

~~Experienced only. Trainees are NOT acceptable.~~ Note the venue has a loading dock with 3 bays capable of hosting semi-trailers.

F. Runners

Purchaser will provide, at Purchaser's sole cost and expense, One (1) runner. must have a newer SUV or 12-15 passenger van. in good working order, at their disposal all day. Runners must be licensed and of legal age to buy tobacco or alcohol, must be able to handle money and be responsible for the money handled. Runners should have a good knowledge of the local area and have no other duties, such as running for the caterer, venue or any other acts. As a rule, runners will work from load-in until thirty (30) minutes after load-out.

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POWER REQUIREMENTS

Electricity should be made available for contracted sound/lighting companies according to their requirements. Sound power must be on a different transformer from the lighting source, or at least on the other side of an isolation transformer to prevent interaction between lighting and sound equipment All show power shall be separate and isolated from any other venue usage such as concessions, kitchen, etc. The lighting power sources must be within fifty (50) feet of upstage right and the sound power source should be within fifty (50) feet of upstage left. Voltage shall vary no more than five percent (5%) with no current drain when full amperage is drawn. Adequate fusing, spare fuses, disconnect switches and terminals with lugs suitable for attachment to 4/0 cables will be required at source. Lugs should be sufficient size to accommodate 4/0 bare ends without removal of any copper.

Sound	One (1) 200 amp 3 phase
Lighting	One (1) 400 amp 3 phase
Buses (Shore)	Two (2) Separate 60 amp breakers, 220 volts 4 wire

FRONT OF HOUSE SOUND SYSTEM Agreed

Producer’s Sound Engineer shall have complete and total control of sound pressure levels and functions of all sound equipment before, during and after performance.

When Producer is not carrying Audio, system provided by Promoter must meet Producer specifications. CONSULT WITH PRODUCTION MANAGER! Acceptable PA’s: V-Dosc, Ver-Tec, JBL, Meyers, Martin, d&b Audio.

MUST PROVIDE ENOUGH PA TO COVER ENTIRE AUDIENCE, WHICH MAY INCLUDE THE USE OF FRONT FILLS, OUTFILLS AND DELAY STACKS. PRODUCER’S SOUND ENGINEER WILL CONSULT WITH AUDIO PROVIDER TO ENSURE REQUIREMENTS ARE MET.

It is understood and agreed that Artist may check sound during said period of six (6) hours prior to Performance. **Load-in and sound check times are to be set by Producer’s Production Manager.** No audience are allowed into venue until after sound check is complete

FOH mix position must be 80’ from downstage with no obstructions between the stage and console. FOH console should be no more than 20’ off center in either direction. FOH mix position should not be located in or under any balconies.

LIGHTING REQUIREMENTS

Lighting requirements are to match artist lighting plot. CONSULT WITH PRODUCTION MANAGER!

Purchaser agrees to provide, at no expense to the Producer, a complete lighting system. Please advance with Production Manager.

Follow Spots - ~~Four (4)~~ ^{Two (2)} FOLLOW SPOTS OF SAME TYPE in excellent operating condition. Communications to each is required.

Must be Xenon type, ~~Super Troopers or Gladiators~~

All follow spots are to have unobstructed throws to all performance areas of the stage. Each spotlight should be symmetrically placed to one another. All follow spots are to be gelled per the supplied lighting plot. All spotlights should be equipped with working iris, douser and (6) color boomerangs. **ALL SPOTS MUST HAVE DOUBLE MUFF CLEAR COM STATIONS CONNECTED TO THE PRODUCER’S LIGHTING DIRECTOR.**

SECURITY As mutually agreed upon

Purchaser is solely responsible for providing security in connection with the Engagement. To this end, Purchaser shall provide and pay for adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, Producer (and respective agents, employees, contractors and equipment) and patrons

A. Security Guards

BUYER will guarantee at least eight (8) security guards for stage, dressing rooms, and bus protection. ARTIST and ARTIST’S band and crew, instruments any and all property shall be protected from the time of the load-in, performance, and load-out is completed. BUYER will agree to provide requested security throughout the entire day, performance and the artist and crew has left the facility. This security will also include "front of stage" security during performance.

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B. Overnight n/a

~~If ARTIST is doing two (2) or more PERFORMANCES in one (1) location, or if an early load-in situation requires ARTIST and band to leave equipment at venue overnight, BUYER to provide an additional security person from the official time of the work ends until the official time the work begins the following day ARTIST'S Representative will provide specific times.~~

C. Instruments

BUYER will be liable for any damage to and/or theft of, ARTIST and ARTIST'S band's/crew's personal instruments and property that is directly attributable to negligence on the part of BUYER and/or BUYER'S Representative should damage and/or theft occur during the said period from load-in until load-out is completed after ARTIST PERFORMANCE.

D. Vehicles

BUYER WILL BE liable for any damage to and/or theft of and/or from ARTIST'S buses or trucks that is directly attributable to negligence on the part of the BUYER and/or BUYER'S Representative should such damage and/or theft occur while said buses or trucks are at the PERFORMANCE premises during said period from load-in until load-out is completed after ARTIST'S PERFORMANCE.

E. Autographs

Should ARTIST decide to sign autographs, security guards will be provided by BUYER at BUYER'S sole cost and expense.

Catering Requirements as mutually agreed upon

Dressing Rooms / Green Room / Production Office

Three (3) clean, well lit lockable dressing rooms are needed. They should have restroom and shower facilities (full length mirror, hot water, soap, and bath towels should be placed in each room). Dressing room should be heated or air conditioned to maintain a temperature between 65 and 75 degrees with a window that opens, if possible. 110v electrical power is needed for tuning. ARTIST will not be required to share this room with any other performer or crew. For dressing room catering requirements, see Catering Rider.

- Dressing Room #1 Trace Adkins
- Dressing Room #2 Trace Band (5 people / need shower / 12 large bath towels)
- Dressing Room #3 Trace Crew (8 people / need shower / 10 large bath towels)

ARTISTS need a room in the backstage area to accommodate up to twenty five (25) people for ARTIST'S "meet and greet" prior to and following the PERFORMANCE.

Production Office – A backstage office is needed with Two (2) tables w/chairs and waste basket. **This room is for the exclusive use of Artist's Production Manager and Tour Manager.** *If no production offices are available on-site, Purchaser must provide, at not cost to Artist, a climate controlled production trailer suitable for six (6) people. Production trailer must be approved in writing by Artist Management prior to performance date.*

Catering Room - Purchaser shall provide a "catering room." This room should be clean, quiet, comfortable, and have seating for 25 people with banquet-type tables and clean tablecloths. It is understood that some venues will not have these facilities. Please advise ARTIST'S Tour Manager upon advancement.

Trace / Stage - Sixteen (16) clean or new **BLACK** hand towels and one (1) case (room temperature) bottled water, to be given to production manager for stage use.

Catering Details

A. Load-In

BUYER agrees to provide and pay the following 30 minutes prior to the scheduled load-in and delivered to each bus:

Trace Bus #1 (Artist Bus)

- One (1) case of bottled water (Aquafina or Dasani preferred)
- One (1) 3-pack of Dentyne Ice gum
- One (1) six pack of Diet Mountain Dew (plastic bottles preferred)

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One (1) six pack Diet A&W Root Beer (plastic bottles preferred)

Trace Bus #2 (Band Bus)

Two (2) cases of bottled water (Aquafina or Dasani preferred)

One (1) 6-pack of each of the following:

- Diet Dr. Pepper
- Diet Coke
- Coke
- Diet Mountain Dew (plastic bottles preferred)

One (1) large bag plain M&M's

One (1) large bag of Ruffles

The following catering items are for the Trace Adkins and group touring personnel only. This does not include other performers, building crew or local crews. Arrangements should be made to accommodate any others who will be offered catering services. No deletions or changes will be made to this catering rider without consent of the Tour Manager or Production Manager.

Breakfast

Purchaser shall provide and pay for, breakfast for Eighteen (18) persons that shall include:

Hot breakfast (omelets, eggs, pancakes or waffles, bacon, sausage, ham, etc.)
Misc. cereals
Asst. Doughnuts
Pop-Tarts
Milk (2% and Skim)
Orange juice
Water
Coffee w/condiments
Assorted soda's

Lunch

Purchaser shall provide and pay for, healthy (low-fat) meals for Eighteen (18) persons will be provided at a time agreed to upon advancement of the date with Tour Manager.

Hot Sandwiches (Subs, hoagies, hamburgers, hot dogs, chicken tenders, etc.)
Cold Sandwich bar (meat, cheese, bread, condiments, peanut butter & jelly, etc.)
Soup & salad
Milk
Asst. fruit juices
Water
Iced Tea (sweet & un-sweet)
Various soft drinks
Coffee w/condiments
Candy Bars/Power Bars
Chips
Cookies

Dinner

Purchaser shall provide and pay for, hot, healthy meals for Eighteen (18) persons to be provided at a time agreed to upon advancement of the date with Tour Manager.

Suggested entrees: Steak, lasagna, spaghetti, meatloaf, Mexican, pork, seafood.
Vegetables (at least two: examples; corn, green beans, okra, mac-n-cheese, potato's)
Soup & Salad with all the fixing's
Bread (white, wheat, whole grain, etc.)
Desserts (ice cream, cakes, pies, etc.)
Milk (2% and Skim)
Asst. fruit juices
Water
Iced Tea (sweet & un-sweet)
Various soft drinks
Coffee w/condiments

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~~After Show Meals - Menus from local restaurants including pizza, Chinese and sandwiches to be given to tour manager upon arrival in morning; food to be delivered to all busses after show.~~

**** Although catered meals are preferred by Artist, if venue / promoter elects to do a mandatory catering buy out, \$4,500 cash will be provided to TOUR MANAGER day of show included in balance of day of show; Village check or ACH**

DRESSING ROOMS

Trace Dressing Room

- Six (6) bottles of room temperature water
- One (1) coffee set-up

Trace Band Dressing Room

- One (1) case of room temperature water
- One (1) 6-pack of Coke

Trace Crew Dressing Room

- One (1) case of room temperature water
- One (1) 6-pack of Coke

*All soft drinks should be on ice. Dressing rooms should be set up by 12:00pm (NOON) and can be torn down immediately following load out.

23. AGREEMENT

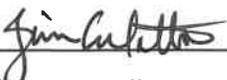
This Agreement, Trace Adkins Production Rider and the aforesaid Contract constitute the entire agreement between parties hereto and may not be changed. Agreement shall be construed in accordance with the laws of the State of Tennessee. Nothing in this agreement shall require the commission of any act contrary to law or PERFORMANCES hereunder or any element thereof, and wherever or whenever there is a conflict between any provision of this Agreement, and any such law, rule or regulation, then that law, rule or regulation prevails, and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflicts. If any provision of this Agreement shall be prohibited by law, or by court decree, or by impossibility of PERFORMANCE, that provision shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of the Agreement. The captions in this Agreement are inserted for convenience of reference only, are not part of this Agreement, and in no way define, describe, or limit the scope or intent of this Agreement. This Agreement is voidable at ARTISTS sole option, unless executed by BUYER and returned to ARTIST within three (3) weeks of issuance. The conditions of this contract shall be confidential.

BUYER

PRODUCER

ACCEPTED AND AGREED TO:

ACCEPTED AND AGREED:



BY: Interim Village Manager, Jim Culotta

BY: SAREPTA INC f/s/o Trace Adkins

INITIALS 

