

**Quiana Lynell**  
**Technical Rider**

**PLEASE READ THIS RIDER CAREFULLY!** If you have any questions, contact Neana Collins at **Burgess Management - (504) 309-0648 or (301) 437-7848.**

This rider is hereby attached and made a part of all contracts for

**QUIANA LYNELL**

**1. DEPOSIT/PAYMENT**

The agreed deposit must be paid by certified check or international money order or wire **at least 90 days prior to the engagement (or as stated in the contract)** to QSOUND LLC (TIN 27-2368813), 37392 CYPRESS TURN AVE, GEISMAR, LOUISIANA 70734.

All monies due and payable on the night of performance shall be paid in U.S. cash (currency) dollars. All balance monies should be paid directly to Artist or Artist's designated representative prior to the final performance.

In the event the Artist is to be paid on a percentage basis, Artist's representative shall have the right to be present in the box office prior to and during the performance and intermission periods. Artist's representative shall be permitted to examine and make extracts for the box office records relating to said performance(s). Purchaser shall provide for examination copies of all bills, statements and receipts that enter into computation of Purchaser's expenses for the performance(s) hereunder. All expenses are subject to approval by Artist or Artist's representative.

Purchaser agrees to reimburse Artist for any and all excess baggage costs related to the cartage of musical instruments by any form of air or ground travel.

**2. BOX OFFICE PROVISIONS**

With respect to performances where the Artist's fee is based on percentage, the following provisions shall remain in effect:

1. Purchaser shall furnish to the Artist or their appointed agents no later than two (2) weeks before the scheduled date, a ticket manifest setting forth the number of tickets to be sold in each price category, and all tickets shall be sold accordingly with the price as stated.
2. If tickets are on sale prior to performance, then a representative of the Artist shall have the right to check and agree upon on those pre sales before the box office opens on the night of engagement. All unsold tickets and ticket stubs must be presented to said representative before the doors open.
3. A representative of the Artist shall have the right to be present in the box prior to, during and following the performance.
4. Percentage payments provided for hereunder shall be accompanied by a written statement from the Purchaser.
5. In the event that terms of this engagement do not include a percentage participation by the Artist, it is understood and agreed that said non-participation is predicated on the fact that admission price to the concert (or potential gross) as stated on the fact of the contract must be condition of the contract and adhered to.
6. In the event that the gross box office receipts and/or admission price exceeded those stipulated on the face of the contract, then Purchaser agrees upon figures and actual figures.

**3. BILLING/OTHER ARTISTS**

The correct billing for Artist, applicable in all promotional materials shall be:

**QUIANA LYNELL**

The Artist will be given 100% top/star billing (as above) in any and all paid advertisements and publicity, including, but not limited to posters, fliers, programs, signs, marquees and banners. Purchaser will notify the Artist of any other Artist(s) that may appear at the same engagement. The Artist reserves the right to appear before or after any other Artist(s)' performance and has the right to determine the length of any other Artist(s)' performance.

Instrumentation is as follows (musicians are subject to change):

<u>Musician</u>	<u>Instrument</u>
QUIANA LYNELL	vocals
SAM DICKEY	guitar
DANIEL MEINIECKE	piano
MAX MORAN	bass
JOE DYSON	drums
TBA	percussion (when applicable)

**4. PERMITS**

If the Contract is for an engagement outside of The United States of America, Purchaser shall provide and pay for all necessary visas, work permits, customs permissions and clearances, any other permits or documents or whatever nature necessary for Burgess Management, Inc.'s touring party to enter Purchaser's sovereign state and locality, and to perform the engagement herein contracted. All necessary visas, permits or documents provided by Purchaser must be in the hands of Burgess Management at least fourteen (14) days prior to departure date.

**5. TRANSPORTATION/HOTEL**

In addition to the agreed transportation/hotel accommodations provisions in the contract, the Purchaser agrees to provide transportation for all musicians, equipment and personal luggage from airport/train station to hotel, to and from place of engagement and back to airport/train station, as well as a person to meet the Artist upon arrival in town.

Purchaser shall provide one (1) suite and four (4) deluxe, king, non-smoking single rooms at a first class hotel (unless otherwise agreed), for the Artist's entourage plus two (2) additional nights if needed, one prior to the engagement and one following the engagement. Artist's suite must have following: windows that open in all rooms.

All hotel accommodations will be in a **FIRST CLASS/4-STAR or better** hotel (Hyatt or better) near the place of performance, equipped with telephone, television and bathtub in each room and restaurant in the hotel. If hotel accommodations are not included in the contract, Purchaser will make necessary arrangements for above, taking full advantage of Purchaser's performer/corporate rates on behalf of Artist.

The hotel information should be faxed immediately to Burgess Management: (504) 897-1267.

**\*INTERNATIONAL TRAVEL**

If the Engagement is to be performed outside continental limits of the United States, Purchaser agrees to procure, at its sole expenses, the necessary visas, work permits, custom clearances and other documents of any nature whatsoever necessary or usually obtained to enable Artist, entourage and their equipment to enter and leave the country of Engagement and for Artist and Artist's performers to render their services hereunder. Purchaser shall cause the foregoing to be provided (Producer) Artist (or to such location as directed by (Producer) Artist in writing) in a timely manner. To the extent Purchaser requests any information or documents from Artist or Producer in connection therewith, such request shall be in writing and shall be made in a timely matter.

## 6. SETUP/REHEARSAL/SOUND CHECK

On the first day of performance, the place of the performance will be made available to the Artist for technical setup and rehearsal at least 6 hours prior to the time of first performance. Purchaser will provide a house electrician, house sound technician, house spotlight operator and minimum of two stagehands/loaders/unloaders at that time. Two loader/unloaders will also be made available to Artist during load-out following the performance. The audience will not be permitted in the room of performance until setup/rehearsal is completed. Purchaser will provide all equipment per the attached plot. No instruments other than those provided by/for Artist will be allowed on stage.

Artist's sound check is mandatory. In most cases, the sound check will begin at 5:00 PM, although the exact time will be determined when the show is advanced. The Artist shall be allowed to continue said sound check up to thirty (30) minutes before doors open. Doors are to be open only when approved by Artist's Tour Manager.

## 7. DRESSING ROOMS/SECURITY

The following items must be available in the dressing room two (2) hours before show time. Please have all beverages properly iced and stored in leak proof, plastic lined, containers.

- One (1) six pack of Pepsi or Coca Cola and Sprite
- One (1) six pack of Ginger Beer (Non-Alcoholic)
- One (1) case of bottled water (Mixed still and sparkling)
- One (1) quart of cranberry juice
- One (1) high quality, Red Wine and White Wine
- Bourbon (Jim Beam, Bookers, Jack Daniel's)
- Herbal Non-caffeinated tea bags, hot water, honey and lemon
- Vegetable Platter
- Fresh, whole fruit (organic) – Bananas, Red Grapes, Apples, etc.
- Ice for drinks
- Cold drink cups
- Hot drink cups (not Styrofoam, please)
- Ten (10) clean, bath size towels

Dinner for six (6) people before show time. Purchaser will provide a 5 hot meals consisting of a healthy seafood or chicken entrée (no beef or pork), fresh vegetables, potatoes or rice, bread, plus all the usual condiments and dessert. We will also need a vegan option. THERE SHALL BE NO FRIED FOODS!

Time for this meal will be determined when the show is advanced. Please make arrangements for some meals to be stored until after the show, as some prefer to eat after they play.

Should a dinner meal be impractical for the entire entourage on the evening of the performance, a dinner buyout fee for \$40 per person shall be acceptable.

Purchaser will guarantee proper security to all musicians, instruments and their personal property before, during and after the performance(s). Special attention is to be paid to the dressing rooms, stage areas and all entrances and exits. Proper security will commence upon the Artists' arrival.

## 8. ANCILLARY SALES

Purchaser agrees to provide the Artist with adequate space (and if necessary a sales person) for the Artist or his representative to sell recordings, photos, apparel, souvenir books, etc., at the place of performance. It is further understood that the Artist retains the sole and exclusive right to sell such material and no other such sales will be permitted at the place of performance without the expressed written permission of the Artist.

Purchaser shall provide a visible area close to the entrance or lobby of the venue in order for Artist to sell merchandise. Purchaser should make certain that some form of security is provided that is acceptable to the merchandising personnel representing Artist.

Purchaser or venue agrees to provide an honest person for sale of said merchandises as a condition of any percentage the Purchaser or venue seeks to retain from the proceeds.

## 9. USE OF ARTIST NAME/INTERVIEWS

The name of the Artist may not be used or associated, either directly or indirectly with any product or service without the Artist's written permission.

Pre-tour interviews will be granted to individuals representing "major" print or electronic media outlets whenever possible. All requests for interviews should be submitted via e-mail to: Alisse Kingsley: [alissethemuse@aol.com](mailto:alissethemuse@aol.com)

Requests must include the following information:

- . Name of person who will perform the interview
- . Name of publication or radio/TV station
- . Phone number/address of interviewer/publication
- . Type of interview proposed (phoner/live/etc.)
- . Length of proposed interview

Artist's availability for interviews cannot be guaranteed. The Artist retains the right to approve/disapprove of any interviews for print or electronic media in conjunction with this performance.

Purchaser shall provide Artist's representative with ORIGINAL copies of all press releases, fliers, posters, articles and reviews pertaining to the performance no later than two (2) weeks following the performance date.

Day performance interviews and/or autograph signing will take place time and schedule permitting only. Purchaser agrees that it will not commit Artist to any personal appearances, interviews or any other type of promotional appearance without Artist or Artist's representative giving prior consent. Such arrangements shall be made through Artist's representative.

## 10. COMPLIMENTARY TICKETS

Purchaser must provide Artist with twenty (20) complimentary tickets, the unused portion of which may be placed on sale the day of performance with the permission of the Artist. These tickets will primarily be used for radio, retail and press personnel. THIS IS NOT A FRIVOLOUS REQUEST.

## 11. RECORDING/PHOTOGRAPHY

There will be absolutely no Audio recordings, video recordings or radio broadcasts during said performance unless prior written permission is granted by Artist or Artist's representative. All cassette recorders or other unauthorized taping equipment shall be confiscated by Purchaser and held until completion of performance.

There will be no flash photography of Artist during said performance. Non-flash photography will be permitted only with prior written consent from Artist or Artist's representative. If said permission is granted, photographer must provide Artist's representative with contact sheets and agree to provide Artist with one (1) photograph of Artist's choice, to be used for publicity purposes, gratis.

## 12. MISCELLANEOUS

Artist has 100% control of performance.

Artist shall not be required to perform before any audience which is segregated on the basis of race, creed or color, national origin, age, disability or sexual preference.

Artist's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, transportation delays, acts of God, labor difficulties, epidemics or any act or order of public authority or any other cause, similar or dissimilar, beyond Artist's control.

In the event of breach by Purchaser of any of the terms, covenants or conditions of this contract, Artist shall not be required to perform hereunder and Purchaser shall pay Artist the full amount of the fixed payments required hereunder. A breach of any clause contained in this Rider by Purchaser shall be deemed a material breach. If Artist elects to perform or to continue to perform notwithstanding a breach of this Agreement by Purchaser, the performance by Artist shall not constitute a waiver of any claim the Artist may have for damages or otherwise.

**Cancellation Privilege:** Purchaser agrees that Artist may cancel engagement hereunder by giving Purchaser written notice mailed to the address set forth in the Agreement at least thirty (30) days prior to the commencement date of the engagement provided that Artist should be called upon to furnish his services in connection with a motion picture, photo shoot, television program, stage play, or foreign concert tour and if Artist, in Artist's sole discretion, determined that the engagement might conflict with such other engagement or with any rehearsal or preparation.

If Artist's performance(s) hereunder is rendered impossible, hazardous or otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure 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 causes or event, similar or dissimilar, beyond Artist's control, then Artist's obligations with respect to the affected performance(s) shall be excused and Artist shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Artist the full contract price plus any monies called for in Contract regardless of the occurrence of any of the foregoing events. For purpose of this provision, the term "Artist" shall include Artist or any member thereof.

In case of any conflict of terms, the terms contained in this Rider shall prevail over any other. All terms of this Rider are specifically accepted by Purchaser unless they are waived by Artist or Artist's representative. Such waiver shall be effective only if initialed by both Artist representative and Purchaser.

## 13. ARBITRATION

Any breach of or controversy or claim arising from this agreement, if any, may be settled at the discretion of the Artist by arbitration in accordance with the rules of THE AMERICAN ARBITRATION ASSOCIATION. Any such arbitration will take place in New Orleans, Louisiana. The judgment and/or award rendered by the arbitrators may be entered in any court having jurisdiction.

#### 14. SOUND/MUSICAL EQUIPMENT SUPPLIED BY PURCHASER

- Purchaser shall provide and pay for a minimum two (2) spotlights.
- Purchaser shall provide and pay for sound and light and any related technical expenses necessary to ensure that production meets Artist's specifications. A technical specs sheet follows for all sound requirements.
- Mixing desk must be well lit and located in a reasonable position relative to the stage. The location should be high enough so that the engineer has a clear view of the stage at all times.
- Tour manager shall have exclusive control over the cueing of house lights throughout the show.

#### **STAGE:**

The Artist requires the stage to be a minimum of 32ft X 24ft. X 4ft. with sound wings on each side 6ft X 6ft. X 4ft. Stage area must also be satisfactorily covered if engagement is outdoors to protect Artist and Artist's equipment from the elements. Should it not be possible to meet the above requirements, Purchaser must provide the information of the available size to Artist or Artist's representative for their approval, prior to any advertising or promotion of a concert or show featuring the name of the Artist. It is to be understood that the Artist has the right to cancel the engagement if this procedure is not carried out.

-A first class sound and lighting system suitable for the performance space and including the following:

- 16 channel mixing board;
- 10 high quality microphones (9 on boom stands, 1 speaking microphone with an on/off switch on a straight stand);
- One Electrovoice RE 20;
- One AKG Acoustic C-414;
- One experienced sound technician;

#### **BACKLINE:**

Purchaser shall be responsible for back-line equipment which includes:

- One professional quality (Steinway, Yamaha or similar) acoustic grand piano tuned to A=440 on the day of the performance prior to soundcheck and again immediately prior to performance if needed.
- An electronic keyboard with Fender Rhodes sound NORD Electro 5D 61 or 73 key semi-weighted or similar
- Upright bass size 3/4 or 4/4 wood carved with an adjustable bridge and ebony finger board with an AMP with an SWR head with 4 ten inch speakers;
- Drums and (possibly) percussion including congas, timbales, a djembe and hand held percussion.
- Fender Twin Reverb
- Fender Super Reverb or Fender Vibroix or comparable
- 25 foot ¼ inch cable
- 4ft x 6ft rug under vocalist (see stage plot)
- Small coffee table with vase and fresh flowers on top

If requested, one professional quality Yamaha jazz drum kit (all drums with standard white frosted Ambassador heads) as follows:

- 20" OR 22" bass drum
- 2 mounted 12" OR 13" tom-toms
- 16" floor tom
- 1 standard snare drum (14" X 6 1/2 inch)
- 4 cymbal stand(s) (with several extra felt washers)
- 1 bass drum pedal (Yamaha or Axis foot pedal)
- 1 high-hat stand
- 1 fully adjustable snare drum stand
- 1 fully adjustable drum stool with heavily padded cushion seat
- 1 8' X 10' rug for drum kit.

**15. ELECTRICAL SPECIFICATIONS**

- Stage electrical power may be provided by either the sound company or the house, but should not come from the same service as the lights. At least four (4) separate 20 amp circuits, with quad boxes and extensions capable of placement anywhere on the stage that Artist's crew may require.
- Light must be handled by either separate 200 amp, three-phase (3Ø), five (5) wire service.
- Dressing rooms must have at least one 20-amp circuit.
- Under no circumstances can AC power be shut down to the stage or any part of the venue without both the knowledge and approval of the Artist's crew.
- Purchaser shall be responsible for back-line equipment which includes a baby grand piano, , drums and (possibly) percussion including congas, timbales, a djembe and hand held percussion.

AGREED AND ACCEPTED BY:

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\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Robin Burgess for QSOUND LLC  
Fed ID# 27-2368813

WEB RIDER VERSION  
NOT FOR CONTRACTUAL USE