



CONTRACT RIDER

ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for **Bria Skonberg** (whose company, contractors, agents, employees, licensees and designees are hereafter referred to as “PRODUCER”) furnishing the services of **Bria Skonberg** (hereinafter referred to as “ARTIST”). By signing it, you are agreeing to supply ARTIST with production and proper working conditions essential to performance. Any breach of the terms and conditions of this rider is a breach of the contract and may cause ARTIST to refuse to perform without releasing PURCHASER from his obligation to pay PRODUCER. If ARTIST elects to perform notwithstanding a breach of this agreement by PURCHASER, the performance by ARTIST shall not constitute a waiver of any claim PRODUCER may waive for damages or otherwise.

A. ADVERTISING AND PROMOTION

A1. ARTIST is to receive 100% star billing on all publicity releases and paid advertisement including - without limitations - programs, electronic media, flyers, signage, newspaper advertisements, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by PRODUCER. Billing on all advertising and publicity materials must appear as follows:

Bria Skonberg (100% Headline Billing)

A2. **PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by PRODUCER. Publicity photos, bios and other assets can be downloaded from www.imnworld.com/briaskonberg PURCHASER shall supply all publicity and marketing materials to PRODUCER for review and approval prior to PURCHASER’s print deadlines and/or online launches.**

A3. In the condition that PURCHASER is distributing program notes at the performance described herein, only those provided directly by PRODUCER shall be used. The exact copy of these notes may be translated from English to the local language, but only with written authorization by PRODUCER before the final version is printed. All program notes must be approved by PRODUCER prior to publication of the materials – without exception.

A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotional event or appearance without prior written consent from PRODUCER.

B. PRODUCTION, INSURANCE AND PAYMENTS

B1. PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. ARTIST shall complete said setup one hour prior to time of performance or at a mutually agreeable time. ARTIST requires a minimum one (1) hour sound check after completion of load in and set up. When a tour manager and/or sound engineer travels with ARTIST, set up must be arranged one hour before sound check with ARTIST. Festival producers are required to comply with this policy unless otherwise agreed in writing with PRODUCER.

B2. PURCHASER agrees that there shall be no signs, placards or other advertising materials on or near the stage during the entire performance. ARTIST'S appearance shall not be sponsored by, or in any other way tie-in with, any political candidate, commercial product or business.

B3. There shall be no opening act without PRODUCER’s prior written approval.

B4. Audio or visual recordings of rehearsal, sound check or performance shall only be permitted with PRODUCER’s prior written consent.

PURCHASER shall not permit and will prevent:

(a). The recording, filming, taping, videotaping or any broadcast of the ARTIST'S performance or any portion thereof without the PRODUCER's written approval. PURCHASER will deny entrance to any person(s) carrying tape or video recording equipment. PURCHASER shall announce such policy prior to performance while making the introductions, as well as to announce that no smoking or cameras are permitted during performance, and such announcement shall stipulate that this policy is that of the venue. PRODUCER must approve any other remarks and all introductions made from the stage.

(b). The manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or performance without PRODUCER's prior written approval. No product, service, or publication utilizing the name or likeness of ARTIST may be produced, sold, or distributed without the prior written consent of PRODUCER.

B5. In the condition that ARTIST brings merchandise for sale PURCHASER shall provide qualified sales personnel with a cash bank and receive no greater than 20% commission on the net selling proceeds.

B6. A representative of the ARTIST shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall be given full access to all box office sales and shall otherwise be permitted to reasonably satisfy himself as to the gross gate receipts, (and expenditures if required) at each performance there under.

B7. PURCHASER will make available **ten (10) pairs – or twenty (20) total** complimentary tickets per show to ARTIST for their sole use. At least ten (10) of these seats must be in the highest category, with seats in a central position. ARTIST will contact the box office no later than one hour prior to the concert in the cm of unused tickets. If this is a compensation bonus or percentage based income then PURCHASER agrees to distribute no more than **thirty (30)** additional complimentary tickets to each show.

B8. (a) PURCHASER hereby warrants and represents that it has and will maintain in force a comprehensive general liability insurance policy with _____ licensed to do business in the State / Country of _____. Policy No. _____ provides coverage of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate containing all broad form CGL extensions and Non-Owned / Hired Automobile Liability and \$5,000,000 Umbrella Liability insurance.

(b) PURCHASER further warrants and represents that said insurance policy shall name ARTIST, its contractors, agents, employees, licensees and designees as additional insured parties for the full period of the engagement, including any rehearsal period and post production periods.

(c) All premiums for such insurance shall be paid on a timely basis by PURCHASER, who also hereby indemnifies and agrees to defend and hold harmless ARTIST and its contractors, agents, employees, licensees and designees from and against any claims, costs, (including attorney's fees and court costs) expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect result of the engagement. PURCHASER shall also hold harmless ARTIST and its contractors, agents, employees, licensees and designees from and against any and all loss, damage and/or destruction occurring to its and/or its contractors, agents, employees, licensees and designees instruments and equipment at the place of the engagement, including but not limited to, damages, loss or destruction caused by Act of God. The insurance liability of the ARTIST shall be limited only to claims from its employees and does not apply to the PURCHASER'S employees.

(d) The PURCHASER further warrants and represents that it maintains at all times, during the term of this agreement, Workers Compensation Insurance, including Employers Liability Coverage for its employees and others who are involved in the installation, operation and/or maintenance of the equipment provided by PRODUCER, lighting suppliers and sound suppliers. The said certificates must be presented to the PRODUCER upon request.

B9. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and PRODUCER shall not be liable, in whole or in part for any obligation that may be incurred by PURCHASER in carrying out any of the provisions hereof, or otherwise. Further, PURCHASER warrants and represents that he/she has the legal capacity to enter into this contract.

B10. This agreement may not be changed, modified or altered except by an instrument in writing by both parties. This agreement shall be construed in accordance with the laws of The Commonwealth of Massachusetts. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in The Commonwealth of Massachusetts.

- B11. Any proposed additional terms and conditions, which may be affixed to this contract by PURCHASER does not become part of this contract until signed by PRODUCER.
- B12. PURCHASER at his/her sole expense shall obtain licenses, permits, or other approval required from any union, public authority, performing rights society or other entity having jurisdiction with respect to the engagement, and shall comply with and fulfill all terms and conditions set forth therein. PURCHASER also agrees to secure any and all immigration clearances if concert is held outside of the United States and bear any costs incurred, including but not limited to application fees, consular fees, duplication, couriers and expediting agents.
- B13. If State, Local or Federal Tax is to be withheld for this engagement, PURCHASER shall furnish PRODUCER with a copy of the tax law dictating this policy. This copy must be returned with the signed contracts for this engagement. PURCHASER must also furnish PRODUCER with an official documentation requiring tax deduction receipt claiming the amount to be withheld on the night of the performance. Any tax paid must be documented by official receipt and forwarded to PRODUCER no later than 30 days from receipt.
- B14. ARTIST'S obligation to perform shall be excused if ARTIST, or any of his group or essential crew, is unable to perform as a result of illness or injury; detention resulting from inability to obtain reasonable modes of transportation; riots or other civil strife; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; or any other cause beyond ARTIST'S reasonable control. In such event, ARTIST will not be required to perform and shall return to PURCHASER any deposits paid, less costs incurred by ARTIST and neither party shall be under any other obligation to each other. Notwithstanding anything contained herein, inclement weather shall not be deemed a Force Majeure occurrence, except by act of civil authority, and PURCHASER shall remain liable for payment of the full contracted guarantee, even if the performance(s) called for herein are prevented by such weather conditions. PRODUCER shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

C. TRAVEL AND HOSPITALITY REQUIREMENTS

- C1. PURCHASER shall provide travel, hotel, dressing room, catering and all other required hospitality at PURCHASER's sole expense and at no cost to the ARTIST. Travel and hospitality requirements contained in attachment(s) hereto become a part thereof.

D. TECHNICAL AND SOUND REQUIREMENTS

- D1. PURCHASER shall provide backline, sound, lights, and all other required equipment at PURCHASER's sole expense and at no cost to the ARTIST. Technical and sound requirements contained in attachment(s) hereto become a part thereof.

This Agreement shall be effective only when signed by PURCHASER and returned to ARTIST's booking agency. All attachments and addendum are considered a part of this contract rider and are binding.

AGREED AND ACCEPTED

PURCHASER

PRODUCER

DATE

DATE

BRIA SKONBERG: TECH TOURING RIDER, 2019

Updated August 20th, 2019

IMPORTANT: Attached is the current/final input list and stage plot for this show and is hereby made a part of the contract for the performance of Bria Skonberg. Please disregard all others. They will be pretty close to what you have, but there may be important changes. (Also, please be sure they get to your Production manager and the audio crew at the venue)

I. Hospitality

Please provide clean towels in dressing room.

Dinner for band configuration + (1) tour manager.

Meals for Vegetarian & Vegan members, **MUST** be actual meals, not just sides that are veggie. Please check advance to confirm if **Patrick Bartley or Doug Wamble (vegan - no mushrooms or dairy)** and **Mathis Picard (vegetarian)**, are performing. Bria and the band will have dinner **between** soundcheck and the concert.

Healthy Local options following the guidelines of the rider are preferred:

Drinks - One case of bottled water.

Coffee / mint tea or throat coat / hot water (whole milk, half and half, sugar, spoons, cups)

An assortment of local beer & high quality wine

Snacks - Power snacks such as fresh fruit, nuts, granola bars, cheese & fruit platter

Chopped Salad Hearty salads with an assortment of greens like spinach, tomatoes, cucumbers, beets, cucumbers, snap peas, avocado, broccoli, chickpeas, feta or blue cheese, nuts, mushrooms, artichoke, peas, lettuce etc. (Ranch, Vinaigrette, grilled chicken on side).

Mains - Grilled Salmon or Grilled Chicken (no pork or red meat)

Sides - Steamed Veggies, Brown Rice, Quinoa

Dessert - Surprise us!

II. Accommodations:

- Band configuration +1 (one) for the night prior and the night of the performance or mutually agreeable. Hotel is to include a restaurant. Acceptable options include Holiday Inn, Hyatt, Hilton, Marriot and their affiliates or similar.
- If condos are provided, please ensure a hair dryer, iron, bottled water, tea/coffee supplies are available.
- Purchaser will provide ground transportation, as needed, between airport, venue and accommodations.
- Purchaser will be solely responsible for costs associated with accommodations.

III. Audio

1. The Purchaser agrees to provide equipment of a professional quality equal to the professional stature of the musicians using it.
2. Any backline rentals on the artist's behalf must be pre-approved in the Advance before show date.
3. Any breach of the Technical Rider will be considered a breach of the contract as a whole and may cause cancellation of the performance(s) without releasing the Purchaser from the obligation to pay as stipulated in the contract.
4. In the event it has been agreed that the Promoter shall supply an opening act, it is understood that the Artist shall not move, strike or share any of her equipment for the opening. The opening act shall set up after Artist's soundcheck and shall not use or have access to any of Artist's equipment for their part of the concert act unless previously approved. Opening act has to be confirmed by Artist in writing.

IV. Lighting

General color wash for the stage with a special on each musician. Color changes according to mood and set list and will be discussed day of show with Bria.

BACKLINE TO BE PROVIDED BY PURCHASER – PLEASE CONFIRM

The following instruments and equipment are to be provided by the Purchaser at Purchaser's expense:

- **PROFESSIONAL PA SYSTEM:** suitable for the size of the venue including five monitors each capable of separate mixes.
- **TRUMPET / LEAD VOCAL:** *For festivals and performance halls with large stages, please provide a wireless trumpet mic, otherwise an SM57 will suffice.*
 - Wireless Clip on mic for trumpet. Please confirm 1x Shure Beta98.
 - Wireless for Trumpet - Please confirm one (1) channel of Shure UR4 with UR1 Belt-Pack transmitters. (Belt-Packs must be UR-1)
 - Bria will bring her own Neumann KMS105
- **BASS:**
 - Must provide one (1) ¾ size hardwood, pro-grade upright, acoustic bass, w/t adjustable bridge and gut or steel strings. Please make an extra effort to ensure a good quality instrument.
 - One (1) David Gage realist pickup
 - GK or Aguilar Bass Amp (combo or with cabinet)
 - DPA4099B
- **DRUMS: Drummer has Canopus Endorsement, #2 choice - Yamaha Maple Custom**
 - Remo coated ambassador drum heads
 - 20" kick
 - 14" x 5.5" Snare drum (wood) with stand
 - 12" rack tom
 - 14" floor tom
 - 16" floor tom
 - Hi-Hat stand with clutch
 - Four (4) straight cymbal stands
 - Kick Drum Pedal
 - Drum Key
 - Heavy-duty drum throne
 - Drum rug with rubberized bottom or carpeted surface
- **PIANO:** One (1) **professional** 7-9ft Steinway / Yamaha **Grand piano** with adjustable height bench. Piano must be tuned at A440 **BEFORE** we arrive for load-in and touched up after soundcheck.
- **KEYBOARD (in addition to the Grand Piano):**
 - One (1) **#1 choice:** One (1) Nord Electro (model 6D, 5D or 4D) **OR #2 choice:** Nord Stage or Electro keyboard 73 or 61 key, **OR #3 choice:** Korg Kronos
 - One (1) 1-Tier Keyboard stand
 - One (1) Sustain pedal
 - One (1) Yamaha Expression pedal (Korg EXP2 OR Korg XVP10)
 - One (1) Quad box or one power strip with extension cord
- **GUITAR:**
 - Fender Deluxe or Fender Twin Reverb Amp
 - Hercules Guitar Stand
 - One (1) power strip with extension cord
- **OTHER**
 - Six (6) 1/4" Instrument Cables
 - Six (6) music stands with lights
 - One (1) stool and one (1) small table for Bria's trumpet/mutes
 - Two (2) bottles of water and one (1) towel per musician station

STAGEPLOT Rhythm section set up as close as possible with good sight lines



INPUT LIST

FOH Patch		Microphone	Stand
1	Kick	BETA 52 / Sennheiser 901	Short boom
2	Snare top	SM57	Short boom
3	Hi-Hat	KM184 / AKG451 / SM81	Short boom
4	Tom 1	Sennheiser (E604/904) / Beta 98	-
5	Tom 2	Sennheiser (E604/904) / Beta 98	-
6	Tom 3	Sennheiser (E604/904) / Beta 98	-
7	OH L	AT4050 / AKG 414 / SM81	Tall boom
8	OH R	AT4050 / AKG 414 / SM81	Tall boom
9	Acoustic Bass DI	DI - Countryman	-
10	Acoustic Bass Mic	DPA4099	Bass Clip
11	Piano Low	AKG414 / DPA4021 / DPA4099	Boom
12	Piano Hi	AKG414 / DPA4021 / DPA4099	Boom
13	Piano 3 rd hole	SM58	Boom
14	Nord L	DI - Radial / BSS	-
15	Nord R	DI - Radial / BSS	-
16	Guitar DI	DI - Countryman	-
17	Guitar Mic	SM57 / Sennheiser E609	Boom
18	Trumpet	Shure UHF-R w/t UR-1 beltpack, Beta 98 clip on	-
19	Bria Vocal	KMS 105 / KMS105	Round base straight
20	Bria 2 nd vocal mic	Wireless on standby	Round base straight
23	Bria SM57 Tpt spare	SM57	Round base straight
22	Guitar Vocal	SM58	Boom
23	Bass Vocal	SM58	Boom
24*	Sax / Clarinet / Perc	TLM103 / Sennheiser 421 / RE20	Boom
25*	Sax Vocal	SM58	Boom

* Sextet only

Any questions please contact:
 Christine Vaindirlis
 (212) 784 6163 / (617) 407 2312
christine@briaskonberg.com

V. Performance Reproduction Release

No performance of this engagement can be knowingly reproduced, recorded, videotaped or transmitted from the place of performance without the express written permission of Bria Skonberg. This restriction includes, but is not limited to the use of personal video cameras, audio taping (including the use of personal audio tape recorders), and/or live remote broadcasts, telecasts and cybercasts. Any breach of this restriction will be deemed a breach against Bria Skonberg and will entitle these parties, jointly or severally, to monetary damages plus attorney's fees, court costs, injunctive relief and any other remedies deemed necessary and appropriate under the circumstances. Please ensure that all attendees are aware that there may be no flash or video photography.

VI. Contact names and numbers

Please provide the following contacts:

Day of Show :

Backline Advance & Tech:

Hospitality:

Transportation:

Bria Skonberg Contacts:

Production, Travel, Itinerary and Social Media, please contact:

Ubuntu World Music

Christine Vaindirlis

(617) 407-2312

Christine@BriaSkonberg.com

Contracts, Marketing, Promotional Publicity and Ticketing, please contact:

Metamorphic Management

Randy Henner

(917) 297-1151

Randy@MetamorphicConcerts.com

AGREED TO AND ACCEPTED:
PURCHASER

BRIA SKONBERG:

By: _____

By: _____

Date: _____

Date: _____