

Sammy Kershaw Concert Rider

"COMPANY" - BUGSY KERSHAW, INC. – FID# 62-1583918

Manager	Greg Wright	615-329-1199
		Cell 615-714-2394
Production Manager	Doug Larrison – CALL FOR DATE ADVANCE Email – stagedaddy@aol.com)	615-504-2350
Booking Agent	Lance Roberts - Bobby Roberts Company	615-859-8899

Please read this rider carefully to insure the provisions meet with your understanding and approval before signing. This rider is not intended to cause hardship, but rather to give you and your audience the best show possible and to contribute to the overall success of your engagement. In order to accomplish this, it is necessary the following points be met. If there is any reason why you, the BUYER, deem it necessary to make a change or need clarification of a point, please direct these inquiries to Lance Roberts at The Bobby Roberts Company.

BUYER warrants that he/she has the right to enter into this contract and is of legal age. Each page of this rider **must** be initialed by BUYER. Failure to provide such initials will constitute acceptance of all conditions set forth on said pages. In the event of a breach by the BUYER of any terms of this contract, then **SAMMY KERSHAW** will not perform.

1. BILLING

- a. When headlining, ARTIST is to receive 100% sole star billing in any and all advertising, marquees, lights, programs and any other form of advertisements or publicity.
- b. When headlining, ARTIST must approve any and all support acts and time allotted for each act. It is requested a representative from opening act(s) meet with ARTIST or their representative at stage call.
- c. When performing as the support or opening act, ARTIST is to receive 100% "Special Guest Star" billing in any and all advertising, marquees, lights, programs and any other form of advertising or publicity.

2. ADVERTISING / INTERVIEWS / PROMOTIONS

- a. BUYER shall **only** use photographs supplied by ARTIST representative. These photos are for media and publicity purposes only.
- b. **Absolutely no use of ARTIST'S picture, name or likeness is to be used on any programs, T-shirts or other related souvenirs. Requests on this matter must be made in writing 30 days prior to the engagement of ARTIST'S management.**
- c. There shall be no signs, banners, placards or other advertising materials on or within 50 feet of the stage without prior written approval.
- d. BUYER shall not commit ARTIST to any before or after show autograph signing sessions or "meet and greets" **without prior consent from ARTIST or ARTIST'S Management.** Without prior approval, ARTIST reserves the right to decide whether to participate in such sessions. If approved, BUYER must provide a secure area for ARTIST to meet the public and a minimum of one security guard to take ARTIST to and from area.
- e. BUYER shall not commit ARTIST to any interviews (advance and/or on-site), personal appearances or other types of special promotions. All requests for such activities must be made in advance. All radio and television spots are to be produced through Bill Young Productions, without exception at 281-240-7400.

3. REPRODUCTION OF PERFORMANCE

- a. No portion of performance rendered hereunder may be broadcast, recorded, filmed, taped or embodied in any form, for any purpose, without ARTIST'S prior WRITTEN consent. BUYER will post signs at all entrances, stating NO AUDIO OR VIDEO RECORDING DEVICES ALLOWED. Once inside, these items will be confiscated. It is understood this includes members of the audience, press and BUYER'S staff. In event BUYER, his agents, employees, etc., reproduce or cause to be reproduced this ARTIST'S performance, upon demand by ARTIST or ARTIST'S representative, BUYER will deliver all the same (together with any and all masters, negatives and other means of reproduction thereof) to ARTIST at BUYER'S sole cost and expense remedies which ARTIST may have.
- b. Written approval must be received from management in advance (prior to arrival) for any and all taping of news footage, etc., by all media.

4. COMPENSATION

- a. BUYER shall make deposits of the guarantee as specified on contract in the form of a CASHIER'S OR CERTIFIED CHECK payable to THE BOBBY ROBERTS COMPANY, INC. ESCROW ACCOUNT at either P.O. Box 1547, Goodlettsville, TN 37070-1547 for regular mail, or 909 Meadow Lark Lane, Goodlettsville, TN 37072 for express mail. If date of engagement is within thirty (30) days, BUYER must make the deposit by bank wire transfer to THE BOBBY ROBERTS COMPANY, INC. ESCROW ACCOUNT, AmSouth Bank, Birmingham, AL 35288, Account #1000-132-184, Federal Bank Routing Number (ABA) 062-0000-19. BUYER shall not have the right to announce, advertise, promote or sell tickets until deposit is received by THE BOBBY ROBERTS COMPANY, INC.
- b. Full amount due to COMPANY is to be paid prior to performance. If a deposit has been made, receipt must be shown upon request. Compensation agreed upon to be paid in cash, money order or cashier's check in U.S. currency only. Any changes to this must be initialed by Greg Wright before date of performance. Upon reconciliation, wages will be given to ARTIST'S Road Manager at least one hour before show time.
- c. BUYER agrees to indemnify ARTIST & COMPANY against all claims, damages, losses and expenses including reasonable attorney's fees, arising out of any breach by BUYER of any warranty or agreement made herein.
- d. In the event of a breach of compensation agreed upon within the A.F. of M., BUYER agrees to pay reasonable attorney fees and all costs relative to any litigation resulting from said breach.
- e. It is agreed NO deductions are to be taken out of COMPANY'S contracted compensation. It is further agreed no deductions shall be taken by BUYER from compensation paid to COMPANY hereunder with respect to any expenses which may be incurred by ARTIST or other representatives during the course of said engagement. In connection with the foregoing, BUYER shall bill ARTIST by separate invoice for any such expense.
- f. In event this show is not presented because of inclement weather, ARTIST must still be paid in full, provided ARTIST is present and ready to perform at the designated time as specified in the contract.

5. BOX OFFICE / TICKETS

- a. BUYER must use a bonded ticket printer with a notarized manifest copy for ARTIST. Any hall curfews or length of show regulations must be in the contract.
- b. Specified capacity of venue, as well as ticket price breakdown and gross potential shall be clearly printed on face of the contract. It is agreed that if show is oversold (over stated capacity) COMPANY will receive 100% of every ticket sold thereafter.
- c. It is agreed that if there is any change from the stated ticket price in the contract and that actually charged, ARTIST will receive 100% of the difference between ticket price in the contract and that actually charged.
- d. When ARTIST's fee includes a percentage or bonus amount over contract guarantee, a detailed and notarized box office statement is required and shall be presented to ARTIST's Road Manager during the settlement. When show goes into percentage, ARTIST's Road Manager will count heads to verify accurate figures.
- e. Forty (40) top price tickets will be held within the first 10 rows from the stage for ARTIST'S guests, at no cost to ARTIST or COMPANY. Road Manager may release any unused tickets day of the show. Any unclaimed tickets may be sold 15 minutes after ARTIST'S show begins. Road Manager will present box office with a guest list which will include back stage passes. **No venue, promoter or any other pre-made passes will be accepted.** Please consult with Road Manager for your needs. Promoter may use 1% of the house as comp tickets only for promotional trade or consideration. If more than 1% of the house is needed to be comped, written permission from Sammy Kershaw is required, otherwise any promoter comps will be counted as sold tickets and included in the settlement day of show.

6. HOSPITALITY

- a. Hotel Rooms: BUYER will provide, at no cost to ARTIST or COMPANY, five (5) singles and five (5) double rooms at a first class hotel or motel equivalent to Holiday Inn or better, preferably with a restaurant that is open all day. Hotel must have ample parking for two (2) 45 FT buses, and one (1) 24FT trailer. Rooming lists will be provided with contract.
- b. Transportation: BUYER to provide a runner and vehicle (fifteen (15) passenger, air conditioned van or two (2) eight passenger cars) with a driver that has **complete** knowledge of area, for transportation at ARTIST'S and ARTIST representatives disposal from arrival to departure. Runners should be available for duration of day.

- c. Parking: BUYER must make accessible a secured parking space for **two** tour buses, one trailer , at no cost to ARTIST or COMPANY. Facility should have electrical hook-up capabilities of two **separate** 220v services with licensed electricians to do the hook-up and disconnect. This must be available for a period commencing twelve hours before performance and continuing until four hours after performance.
- d. Security: There must be two (2) uniformed security officers and a minimum of 8-10 T-shirt security people (will be evaluated on size of venue) for the show. One (1) security guard is to be posted at ARTIST'S parking area from arrival to departure.

7. **LOAD-IN**

- a. BUYER to provide, at no cost to ARTIST, six (6) stagehands to assist load-in and load-out. These stagehands will be directed by ARTIST'S Production Manager
- b. BUYER or BUYER'S representative must be available from load-in until load-out.
- c. BUYER agrees to provide three (3) private dressing rooms; one (1) for ARTIST, one (1) for ARTIST'S band and one (1) for ARTIST'S crew and one (1) production office (or access to one.) There must be locks on dressing room doors and keys provided to Road Manager upon arrival.
- d. BUYER agrees dressing rooms will be clean, dry and provide private, well supplied toilets with hot and cold running water. Rooms must be properly vented with working heating and air conditioning systems.

8. **SAMMY KERSHAW'S DRESSING ROOM** - Please provide the following:

- a. one (1) case of spring water in small bottles. Water must be at room temperature. **No carbonated water.**
- b. one (1) picture of Bugs Bunny
- c. two (2) towels
- d. one (1) case of assorted soda (Pepsi, Sprite, Coke, etc)
- e. one (1) dozen apple turnovers

Note: Mr. Kershaw will usually arrive at venue early in the morning - please have early morning breakfast consisting of croissants, doughnuts, coffee, milk, etc. Discuss arrival time with Road Manager. For lunch, one large hamburger steak and four (4) eggs over easy. For dinner, to be ready after show – Road Manager will advise.

9. **BAND AND CREW DRESSING ROOM** - At **Load-in** please provide the following:

- a. one (1) pot of coffee with cream, sugar and 20-30 cups
- b. two (2) cases of bottled water
- c. two (2) cases of assorted sodas (Coke, Mountain Dew, Diet Mountain Dew, etc.)
- d. one (1) gallon 2% milk
- e. assorted candy bars (hersheys_
- f. fifteen (15) bath towels and soap (if shower is available)
- g. twelve (12) hand towels for stage
- h. three (3) bags of ice

ALL BEVERAGES MUST BE ICED DOWN

10. **DINNER** - Hot nutritious meal for fifteen (15) people. Please refer to our suggested menu. Time to be determined by Road Manager. Meal must consist of: 2 choices of meat, 3 vegetables, dessert, iced tea, milk and hot coffee.

At **Load-out** please provide:

Band and Crew Bus:

- a. two (2) twelve pack of Coke or Pepsi
- b. two (2) case of bottled water
- c. 30 lbs. of ice
- d. One (1) uopened can of folgers coffee

Sammy Kershaw's Bus:

- a. two (2) twelve pack coke
- b. two (2) case of bottled water
- c. one (1) six pack sprite

Note: Please choose one of the following:FOR AFTER THE SHOW

- a. five (5) large (one (1) vegetarian, if possible)

11. **MERCHANDISE SALES**

- a. ARTIST reserves the right to sell books, photos, record albums, tapes, T-shirts and any other souvenir related items. BUYER will provide ARTIST with designated area sheltered from inclement weather for sales with at least four (4) 8' tables for display use. No commission shall be paid to BUYER and/or venue on such sales.
- b. BUYER will not himself, and will not allow any other party to sell any merchandise bearing name, likeness or logo of ARTIST before, during or after engagement either inside or outside the venue.

12. **PRODUCTION** - All outdoor stages are to have waterproof covering and side drops to cover complete staging area. Side drops are necessary to prevent wind or blowing rain from wetting stage and equipment, making it impossible for ARTIST to perform because of risk of electrical shock.

ARTIST WILL NOT PERFORM ON A WET STAGE.

Sound Requirements - Please read our Sound and Light requirements carefully and understand these requirements are vital to Sammy Kershaw's performance. **If these requirements cannot and will not be met please contact Greg Wright before signing this contract.** BUYER will provide at no cost to ARTIST or COMPANY the following list of minimum requirements.

House

1. Console

- a. Minimum 40 channels with 4 band parametric E.Q. on each channel
- b. 8 VCA's
- c. Minimum of 4 auxiliary sends
- d. House speaker system should be capable of achieving 100db at 100 ft., using "state of the art" power amps and speakers capable of covering venue completely and easily.
- e. Any ground stacking should be on wings or ground 2 ft further downstage, than the stage itself.
Artist should NOT be in a straight line (left to right) with the PA

2. Effects and Processing

- a. Three SPX-990's
- b. Klark-Technic 1/3 Octave E.Q. or OSS or Ashley
- c. Minimum of eight (8) gates for the drums
- d. 10 channels of compression DBX 160 or 166

3. Stage

- a. 10 direct input boxes (Active) Brooksirens or Countryman
- b. Microphones:
 - (1) Nine Shure Beta SM-58's
 - (2) Eight Shure Beta SM-57's
 - (3) Six 421's and Six EV 408's
 - (4) Shure SM 81's
 - (5) AKG 112 RE 20 Senn
- c. Six quad-boxes for power (see attached plot)

4. Monitors

1. One 16 AUX console. NO Macke or Peavey PLEASE
2. One cue mix. Wedge to have 2 – 12' woofers and 1 – 2' horn
3. 31 band EQ for mix mentioned above
4. Two side fill cabinets (biamped or tri)
5. Two 31 band EQ's for side fills
6. All mixes with 1/3 octave EQ's (Klark Technics) x-overs and ample power
7. Each channel with a 4 band parametric EQ
8. 8 Gates plus 8 compressors and 1 SPX9011 Berengher or B.S.S.

*** Please note: WE DO NOT SHARE MONITOR CONSOLES

5. Stagehands

- a. One experienced sound engineer for F.O.H.
- b. One monitor engineer
- c. One tech to assist at set-up, sound check and show time
- d. Six (6) able bodied people to assist in load-in and load-out of band equipment. Must be willing to work at production managers' discretion. (Two stagehands should remain available throughout day.)

6. Stage
 - a. **Stage size must be 60' x 40' plus wings IF NOT FLOWN !!**
 - b. Monitor land 15' x 15' stage left or right (closest to power source)
 - c. One 4x8 riser (2ft high) on opposite side of deck from monitor world (for teleprompter)
 - d. Two 4x8 risers (either 1 ft or 18" with skirting. Please see attached stage plot.

Lighting Requirements

1. All cans shall be Par 64, 1000 watt unless otherwise noted on plot.
 2. 2 mole Fays or (eight lights, minimum of four lights) to be located on the top of down stage truss of 1-left, 1-right for crowd use.
 3. Six (6) 4-bars if ACL's, 4 up in stage truss, 2 for floor effect.
 4. All colors on plot are Rosco colors unless noted on plot.
 5. Lamp types are as follows: (1) Very narrow, (2) Narrow, (5) Medium, (6) Wide
 6. One (1) DF50 fog machine (or equivalent) with all necessary cabling plus fan for spread
 7. Two follow spots with discharge lamps are required. (Operators needed.)
 8. A communication system between follow spots and LD is required. Plus an additional 3 headsets and belt packs for the stage (1 downstage left, 2 downstage right)
 9. All rigging and mounting is required.
 10. 3 Spare Span sets with shackles
 11. Each lighting rig regardless of size will be represented by a lighting tech with total working knowledge of gear, as well as an up rigger for focus or any tech work required in the air. Each spot light will be manned by a qualified operator. This operator will be provided with headset, belt pack com system to F.O.H.L.D.
 12. All dimmers, par cans, control console, lifts, spotlights and clear com must be of professional quality and in good working order. Dimmer trim should be uniform and set. Patch and gel ready for focus.
 13. All gear must be up and functioning prior to Artist arrival.
 14. **Any amendment to this rider must be addressed 10 working days prior to the show date and must be approved by the lighting director – 770-262-6557**
13. **INSURANCE** - BUYER shall indemnify and hold ARTIST and COMPANY harmless from and against any and all liability, claims, demands, costs, expenses, loss and damage (including reasonable attorney fees) arising out of or in connection with any bodily injury, death, or loss or damage to property which occurs in connection with any performance rendered or to be rendered by ARTIST hereunder (unless same is caused by the willful, tortious conduct of ARTIST.) BUYER represents and warrants that it presently carries public liability and property damage insurance with sufficiently high limits to adequately insure against the risk assumed and obligations undertaken by BUYER under this paragraph. **BUYER to furnish certificate of insurance naming ARTIST and COMPANY as additional insured, two weeks prior to show. Please mail or fax to GO TELL MANAGEMENT.**
14. **CANCELLATION / FORCE MAJEURE / INCLEMENT WEATHER**
- a. Within 14 calendar days of the date of performance, if engagement is cancelled by BUYER for any reason or cause other than an act of God, it shall be conclusively presumed that ARTIST has, by virtue of the cancellation, sustained damages in an amount not less than the full agreed upon price of the contract.
 - b. It is agreed and understood that in event BUYER shall fail to fulfill any of the terms and conditions provided herein, ARTIST may elect to cancel engagement, relinquishing ARTIST from further liability. ARTIST will be entitled to retain any deposits made by the BUYER, in addition to ARTIST'S other legal and equitable remedies.
 - c. COMPANY shall have the right to cancel this engagement without liability upon written notice to BUYER, no later than 30 days prior to date of engagement hereunder, in event there has been secured for ARTIST a commitment for a motion picture, television series, television special, major television network appearance, "Las Vegas engagement", location engagement, major concert tour or a legitimate stage production which would interfere or conflict with said engagement. COMPANY shall have the right to cancel should ARTIST's record label impose an unavoidable recording deadline.
 - d. COMPANY'S obligation to furnish the entertainment unit referred to herein is subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, terrorism, epidemics, any act of public authority or any other cause similar or dissimilar, beyond ARTIST or COMPANY'S control.

- e. Provided ARTIST is ready, willing and able to perform, BUYER agrees to compensate ARTIST in accordance with the terms herein regardless of Act of God, fire, accidents, riots, strikes, or any event(s) of any kind whether similar or dissimilar to the foregoing events which would prevent or interfere with presentation of show hereunder.
- f. Notwithstanding anything contained herein, inclement weather shall not be deemed a “force majeure” occurrence. Provided ARTIST is present and ready to perform all designated times specified in contract, BUYER shall remain liable for the full contract price, even if performance(s) called for herein are prevented by such weather conditions. ARTIST shall have the sole right to determine in good faith, whether any such weather conditions shall render performance(s) impossible, hazardous or unsafe.

16. **LEGAL WARRANTY** - All parties to this agreement acknowledge this contract was entered into in the State of Tennessee and shall be governed by the laws of the State of Tennessee. Further, all parties acknowledge Nashville (Davidson County), Tennessee is the appropriate forum for any and all litigation arising out of, or involving this agreement and/or performance of any duties thereunder. The parties therefore consent to exclusive jurisdiction and venue in Davidson County, Tennessee. Parties further agree the prevailing party in any litigation filed outside Davidson County, Tennessee will be subject to immediate dismissal along with appropriate sanctions under FRCP 11 or corresponding state rule. The parties further agree to and do hereby waive formal service of process in regard to actions brought relating to this agreement and agree to accept service of process via certified mail or return receipt requested, addressed to the address listed on page 1.

LOOKING FORWARD TO A GREAT SHOW!

If you have any further questions, please contact the appropriate person listed on the front of this rider. Thank you very much for your cooperation, it is greatly appreciated. Looking forward to seeing you soon. This engagement is not firm and no advertising can be done until contracts and riders are fully signed and executed.

AGREED AND ACCEPTED BY:

AGREED AND ACCEPTED BY:

BUYER

BUGSY KERSHAW, INC./Company, Inc./Company

DATE

DATE

SAMMY KERSHAW EAR MONITOR FREQUENCIES

CHANNEL	FREQUENCY	ANTENNA
USA – 1A	516.950	Yellow
USA – 1B	518.150	Yellow
USA – 2A	523.350	Yellow
USA – 2B	524.550	Yellow
USA – 3A	529.350	Yellow
USA – 3B	530.550	Yellow
USA – 4A	594.950	Red
USA – 4B	596.150	Red
USA – 5A	601.350	Red
USA – 5B	602.550	Red
UK 69-A	854.900	White
UK 69-B	855.275	White
UK 69-C	855.900	White
UK 69-D	860.400	White
UK 69-E	860.900	White
UK 69-F	861.750	White

SAMMY KERSHAW BACKLINE (FLY DATES)

DRUMS:

- 1 – 5 piece Yamaha Recording Kit
- 1 – Spare Snare Drum
- 1 – Spare Kick Pedal
- 3 – Crash Cymbals
- 1 – Ride Cymbal
- High Hats
- 1 – Drum Throne
- All Stands and Pedals

AMPS:

- 1 – Vox Pathfinder or Fender DeVille
- 1 – Polytone Amp w/ 1 – 15”
- 1 – Peavey Special 112
- 1 – Fender Twin Reverb
- 2 – Peavey Nashville 400’s

KEYBOARDS:

- 1 – Korg M1
- 1 – Roland RD 500 or 600
- 1 – Ultimate Support Stand
- 1 – Drum Throne

GUITARS:

- 1 – Fender Stratocaster
- 1 – Dean Acoustic Guitar or Gibson w/ Capo’s
- 2 – Chromatic Tuners
- 12 – Guitar Stands
- 1 – Boss Digital Delay Stomp Box
- 1 – Boss Blues Driver Stomp Box
- 1 – Boss Compressor Stomp Box
- Various Guitar Cables

MISCELLANEOUS:

- 2 – Microphone Stands with Wireless Clips
- 3 – Teleprompter Wedges w/ all Coax Cables – 3 ft jumper, 100 ft run (can be 19” tv’s w/ coax hookups)
- 1 – White GAFF tape
- 1 – Black GAFF tape
- 1 – Glow tape
- 1 - Cowbell

