

red ryder entertainment inc

RW092509

AGREEMENT DATED 04/13/09 BY AND BETWEEN HARDIN COUNTY SCHOOLS PAC ~~BART LOVINS~~ HEREINAFTER REFERRED TO AS "PURCHASER" AND RALPH COVERT PERF, LLC HEREINAFTER REFERRED TO AS "ARTIST". THE UNDERSIGNED PURCHASER AND ARTIST AGREE TO THE FOLLOWING TERMS AND CONDITIONS FOR THE ENGAGEMENT DESCRIBED BELOW. IN ADDITION, WITH SIGNATURE BELOW, PURCHASER ACCEPTS ALL TERMS AND CONDITIONS OF ANY ENCLOSED OR ATTACHED RIDERS.

1. ENTERTAINMENT CONTRACTED RALPH'S WORLD

2A. VENUE <b>Hardin County Schools PAC 384 WA Jenkins Road Elizabethtown, Kentucky 42701</b>  <b>(270) 769-8837</b>
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2B. PROMOTER <b>Bart Lovins Hardin County Schools PAC 384 WA Jenkins Road Elizabethtown, Kentucky 42701</b>  <b>(270) 769-8837 x3</b>
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3. DATE OF ENGAGEMENT FRIDAY, SEPTEMBER 25, 2009

4. 3 x 60 MINUTE SETS PLUS ENCORE WITH #10 x #10 MINUTE BREAKS

5. LOAD-IN 730AM SOUNDCHECK 800AM DOORS SEE #10 START SEE #10 FINISH SEE #10

6. FULL PRICE AGREED UPON \$10000.00 (TEN THOUSAND DOLLARS) FLAT GUARANTEE plus \$1500.00 (ONE THOUSAND FIVE HUNDRED DOLLARS) FLIGHT ALLOWANCE, plus all necessary BACKLINE and GROUND TRANSPORTATION (while in Elizabethtown September 24-26 2009).

PAYABLE BY US CORPORATE or CASHIER'S CHECK payable to RALPH COVERT PERF, LLC (EIN #20-2858871)

7. TICKET PRICES SEE #10 BELOW WITH CAPACITY AT 2325

8. DEPOSIT OF \$ 5000.00 PAYABLE TO RED RYDER ENTERTAINMENT for RALPH COVERT PERF, LLC

9. PURCHASER TO PROVIDE AT NO COST TO ARTIST:

- ⊙ FIRST CLASS SOUND SYSTEM PER ATTACHED RIDER, SET UP AND AVAILABLE FOR USE AT LOAD-IN
- ⊙ FRONT-OF-HOUSE PERSONNEL AVAILABLE AT LOAD-IN
- ⊙ ONSTAGE MONITOR CONSOLE PER ATTACHED RIDER, WITH OPERATOR
- ⊙ SUFFICIENT LIGHTING PER ATTACHED RIDER, WITH DEDICATED OPERATOR
- ⊙ STAGEHAND CREW NUMBERING 2 AVAILABLE FROM LOAD-IN THROUGH END OF LOAD-OUT
- ⊙ HOSPITALITY PER ATTACHED / ENCLOSED RIDER
- ⊙ HOTEL ACCOMMODATIONS FOR 5 CONSISTING OF 4 x SINGLE ROOMS (King Bed) Sept 24-26
- ⊙ SECURE, PATROLLED OFF-STREET PARKING FOR 2 x PASSENGER CARS

10. ADDITIONAL CONTINGENCIES / PROVISIONS PERF #1 (SCHOOL SHOW; 4.00 Hardin County students, 6.00 other) DOORS ~~930AM~~ <sup>9AM</sup> SET ~~1000AM-1100AM~~ <sup>930AM-1030AM</sup>; PERF #2 (SCHOOL SHOW) DOORS 1130AM, SET 1200PM -100PM; PERF #3 (PUBLIC SHOW; 5.00 Balcony, 10.00 Rear Orchestra, 20.00 Front Orchestra) DOORS 530PM, SET 600PM-700PM. Presented in partnership with Elizabethtown Montessori Children's Academy.



**A1.** PURCHASER AGREES TO FURNISH AT HIS OR HER OWN EXPENSE ALL THAT IS NECESSARY FOR THE PROPER PRESENTATION OF THE PERFORMANCE HEREIN, INCLUDING: A SUITABLE VENUE, WELL-HEATED, LIGHTED, CLEAN AND IN GOOD ORDER, FIRST-CLASS PA SYSTEM IN PERFECT WORKING CONDITION, ALL STAGEHANDS, ELECTRICIANS AND ANY OTHER LABOR AS SHALL BE NECESSARY AND / OR REQUIRED BY ANY NATIONAL OR LOCAL UNION(S) TO LOAD-IN, HANG, WORK AND LOAD-OUT THE PRESENTATION; ALL CONCERT LIGHTING, SECURITY, TICKETS, TICKET SELLERS FOR ADVANCE OR DAY-OF-SHOW SALES, TICKET TAKERS, APPROPRIATE AND SUFFICIENT ADVERTISING AND PUBLICITY, INCLUDING BUT NOT LIMITED TO POSTING OF FLYERS AND DISPLAY NEWSPAPER ADVERTISING IN PRINCIPAL NEWSPAPERS. PURCHASER AGREES TO PAY AMUSEMENT TAXES AND ASCAP / BMI PERFORMING RIGHTS FEES AS REQUIRED BY FEDERAL, STATE, COUNTY OR CITY STATUTE. PURCHASER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL PERMITS AND / OR DOCUMENTS REQUIRED FOR EMPLOYMENT OF THE ARTIST(S) PRIOR TO ENGAGEMENT. A REPRESENTATIVE OF THE PURCHASER MUST BE PRESENT AND AVAILABLE FROM LOAD-IN THROUGH LOAD-OUT.

**A2.** ARTIST SHALL HAVE SOLE AND EXCLUSIVE CONTROL OVER THE PRODUCTION AND PERFORMANCE OF THE ENGAGEMENT HEREUNDER, INCLUDING, BUT NOT LIMITED TO, THE DETAILS, MEANS AND METHODS OF THE PERFORMANCES OF THE PERFORMING ARTISTS HEREUNDER. ARTIST SHALL HAVE THE RIGHT TO DESIGNATE AND CHANGE THE PERFORMING PERSONNEL. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS TO CONSTITUTE THE PARTIES HEREIN (ARTIST AND PURCHASER) AS A PARTNERSHIP OR JOINT VENTURE. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS OR HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR FULL PAYMENT TO ARTIST.

**A3.** IN THE EVENT THAT PAYMENT TO ARTIST SHALL BE BASED IN WHOLE OR IN PART ON RECEIPTS OF THE PERFORMANCE HEREUNDER: (A) PURCHASER AGREES TO DELIVER TO ARTIST A CERTIFIED STATEMENT OF THE ENGAGEMENT'S GROSS RECEIPTS WITHIN ONE HOUR FOLLOWING SUCH PERFORMANCE; (B) ARTIST SHALL HAVE THE RIGHT TO HAVE A REPRESENTATIVE PRESENT IN THE BOX OFFICE AT ALL TIMES AND SUCH REPRESENTATIVE SHALL HAVE THE RIGHT TO EXAMINE BOX OFFICE RECORDS OF PURCHASER RELATING TO RECEIPTS OF THIS ENGAGEMENT ONLY; AND (C) ARTIST SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO SET A LIMIT ON THE NUMBER OF COMPLIMENTARY ADMISSIONS PERMISSIBLE FOR THE ENGAGEMENT, INCLUDING BUT NOT LIMITED TO GUESTS OF THE HOUSE, EMPLOYEE GUESTS, PROMOTER GUESTS, GUESTS OF ADDITIONAL PERFORMING ARTISTS, REPRESENTATIVES OF THE PRESS, RADIO, OR ANY OTHER PRINT OR ELECTRONIC MEDIA OUTLETS. PURCHASER SHALL NOT LIMIT ARTIST TO FEWER THAN 20 (TWENTY) GUESTS.

**A4.** ARTIST SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO SELL SOUVENIR ITEMS AND / OR RECORDINGS BEARING ARTIST'S LIKENESS AND / OR NAME IN CONNECTION WITH, AND AT THE PERFORMANCE HEREUNDER, AND THE RECEIPTS THEREOF SHALL BELONG EXCLUSIVELY TO THE ARTIST.

**A5.** THIS CONTRACT MAY BE CANCELED AT THE SOLE DISCRETION OF ARTIST IF ARTIST IS UNABLE TO PERFORM BECAUSE OF PROVEN DETENTION BY ACCIDENT, SICKNESS, EXTREME AND DANGEROUS WEATHER CONDITIONS, MEANS OF TRANSPORTATION, OR ANY OTHER SERIOUS LEGITIMATE CONDITION BEYOND ARTIST'S CONTROL.

**A6.** THIS CONTRACT MAY BE CANCELED AT THE SOLE DISCRETION OF ARTIST IF THE PERFORMANCE HEREUNDER BECOMES UNCONTROLLABLE, OR ANY DANGEROUS CIRCUMSTANCE EXISTS WHICH MAY THREATEN THE SAFETY OF THE ARTIST, MEMBERS OF HIS OR HER SUPPORT STAFF, OR GUESTS. IN THIS CASE, FULL PAYMENT SHALL BE MADE NOTWITHSTANDING.

**A7.** IF ARTIST ELECTS TO PERFORM OR TO CONTINUE TO PERFORM, NOTWITHSTANDING A BREACH OF THIS CONTRACT OR ANY ENCLOSED / ATTACHED RIDER(S) BY PURCHASER, SAID PERFORMANCE SHALL NOT CONSTITUTE A WAIVER OF ANY CLAIM ARTIST MAY HAVE FOR DAMAGES OR ANY OTHER RECOURSE WHICH MIGHT BE OPEN TO ARTIST. PURCHASER SHALL BE RESPONSIBLE FOR FULL PAYMENT IN THE EVENT PURCHASER SHOULD CANCEL THE PERFORMANCE HEREUNDER.

**A8.** A MINIMUM 60 (SIXTY) MINUTE SOUND CHECK IS GUARANTEED FOR ALL APPEARANCES. FAILURE TO ACCOMMODATE ARTIST AS TO THIS REQUIREMENT WITHOUT PRIOR CONSENT MAY RESULT IN CANCELLATION OF THE PERFORMANCE HEREUNDER. IN THIS CASE, FULL PAYMENT SHALL BE MADE NOTWITHSTANDING. ARTIST MAY USE THEIR PRODUCTION PERSONNEL FOR MIXING THE SOUND / DIRECTING THE LIGHTING FOR THEIR PERFORMANCE. THESE INDIVIDUALS WILL HAVE ACCESS TO ALL SOUND AND LIGHTING EQUIPMENT USED FOR SAID PERFORMANCE. ANY DELAY IN "START TIME" OF ARTIST'S PERFORMANCE HEREUNDER DUE TO ACTIONS OR PREPAREDNESS OF HOUSE OR THIRD PARTY PERSONNEL SHALL NOT AFFECT FINISHING TIME OR PAYMENT.

**A9.** ANY AND ALL ENCLOSED / ATTACHED RIDERS ARE HEREBY MADE IN THEIR ENTIRETY A PART OF THIS CONTRACT. PURCHASER'S FAILURE TO PROVIDE ARTIST WITH THE REQUIRED SOUND REINFORCEMENT MAY, AT THE SOLE DISCRETION OF THE ARTIST, RESULT IN CANCELLATION OF THE ENGAGEMENT. IN THIS CASE, FULL PAYMENT SHALL BE MADE NOTWITHSTANDING.

**A10.** NO PORTION OF ARTIST'S PERFORMANCE HEREUNDER SHALL BE RECORDED ON FILM, VIDEO TAPE, AUDIO TAPE OR ANY OTHER MEDIUM, OR SIMULCAST TO THE PUBLIC VIA ANY MEDIUM, EXCEPT BY PRIOR WRITTEN CONSENT OF ARTIST.

**A11.** PURCHASER AGREES TO FURNISH A CLEAN, DRY, WELL-LIT, HEATED OR AIR CONDITIONED, PRIVATE DRESSING ROOM WITH (A) A POWER POINT, (B) SEATING FOR ALL BANDMEMBERS AND CREWMEMBERS, (C) DIRECT, UNOBSTRUCTED STAGE ACCESS, (D) WASHROOMS AND (E) A SHOWER. PURCHASER SHALL KEEP ALL UNAUTHORIZED PERSONS FROM ENTERING SAID AREA (AS WELL AS STAGE AREA AND MIXING LOCATIONS). A KEY TO THE DRESSING ROOM SHALL BE ENTRUSTED TO THE ARTIST'S ROAD MANAGER FROM LOAD-IN THROUGH THE COMPLETION OF LOAD-OUT.

**A12.** ALL PAYMENTS ARE TO BE MADE IN FULL IMMEDIATELY FOLLOWING THE PERFORMANCE HEREUNDER UNLESS OTHERWISE AGREED TO BY BOTH PARTIES IN WRITING PRIOR TO THE DATE OF PERFORMANCE. PAYMENTS ARE TO BE MADE BY CORPORATE CHECK, UNIVERSITY CHECK, CASHIER'S CHECK, MONEY ORDER OR CASH (US CURRENCY ONLY). NO OTHER FORMS OF PAYMENT WILL BE ACCEPTED. THE TERM "FULL PAYMENT" WHEN USED THROUGHOUT THIS AGREEMENT IN REFERENCE TO A CANCELED APPEARANCE REFERS TO 100% OF ANY GUARANTEES, OR (66.7% SALABLE CAPACITY MULTIPLIED BY THE MEAN TICKET PRICE) WHEN COMPENSATION TO ARTIST IS CALCULATED SOLELY AS A PERCENTAGE OF GROSS RECEIPTS.

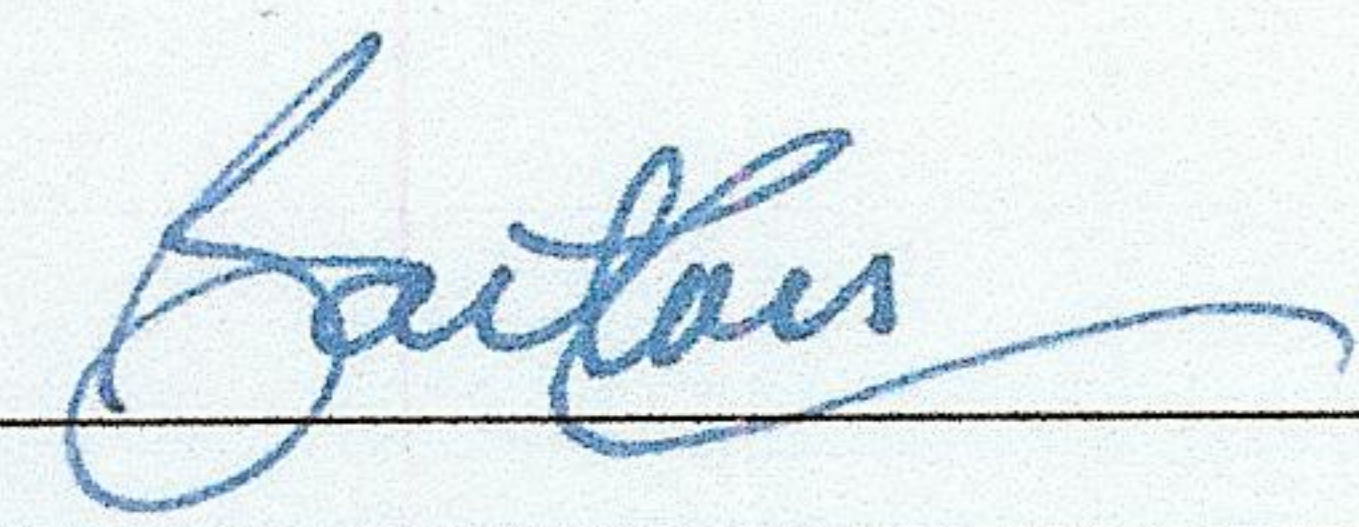
**A13.** PURCHASER ASSUMES ALL RESPONSIBILITY FOR DAMAGE TO ANY PERSON(S) AND / OR PROPERTY THAT MAY OCCUR IN ASSOCIATION WITH THIS ENGAGEMENT, UNLESS SAID DAMAGE IS DUE TO THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ARTIST. PURCHASER SHALL NOT ATTEMPT TO HOLD ARTIST LIABLE FOR SAID DAMAGE, UNLESS SAID DAMAGE IS DUE TO THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ARTIST. IT IS A REQUIREMENT THAT PURCHASER CARRY GENERAL LIABILITY INSURANCE WITH LIMITS OF AT LEAST \$1,000,000.00 USD AGGREGATE PER EVENT, NAMING ARTIST, ITS EMPLOYEES AND AGENTS AS ADDITIONAL INSURED. PURCHASER AGREES TO PAY "REPLACEMENT COSTS" FOR DAMAGE DONE TO ARTIST'S EQUIPMENT DUE TO THE NEGLIGENCE, WILLFUL MISCONDUCT OR WRONGFUL ACTS OF PURCHASER, ITS EMPLOYEES, AGENTS OR GUESTS.

**A14.** THE PARTIES AGREE THAT THE ARTIST IS CONTRACTING AS AN INDEPENDENT CONTRACTOR AND THAT "RED RYDER ENTERTAINMENT, INC", WHEN SIGNING FOR THE ARTIST PURSUANT TO POWER OF ATTORNEY, HEREBY ASSUMES NO LIABILITY WHATSOEVER FOR ANY WRONGFUL ACTS, OMISSIONS, BREACHES OF CONTRACT, LOSS OR DAMAGE TO PERSON(S) OR PROPERTY THAT ARTIST MAY CAUSE. PURCHASER AGREES TO SAVE "RED RYDER ENTERTAINMENT, INC", ITS EMPLOYEES AND AGENTS, HARMLESS FROM ANY AND ALL SUCH ACTS, LOSS OR DAMAGE SUSTAINED IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, OR BASED UPON VIOLATION OF FEDERAL, STATE, COUNTY OR CITY STATUTE, CODE OR REGULATION, AND THE DEFENSE OF ANY SUCH CLAIMS.

**A15.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS. NOTHING IN THIS AGREEMENT SHALL REQUIRE THE COMMISSION OF ANY ACT CONTRARY TO LAW OR TO ANY REGULATION OF ANY UNION OR SIMILAR BODY HAVING JURISDICTION OVER THE PERFORMANCE HEREUNDER OR ANY ELEMENT THEREOF. WHENEVER THERE IS A CONFLICT BETWEEN ANY PROVISION OF THIS AGREEMENT AND ANY SUCH LAW OR REGULATION, SUCH LAW OR REGULATION SHALL PREVAIL AND THIS AGREEMENT SHALL BE MODIFIED OR LIMITED ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

**A16. RAIN CLAUSE**      **IN EFFECT**      ☒ **NOT APPLICABLE**

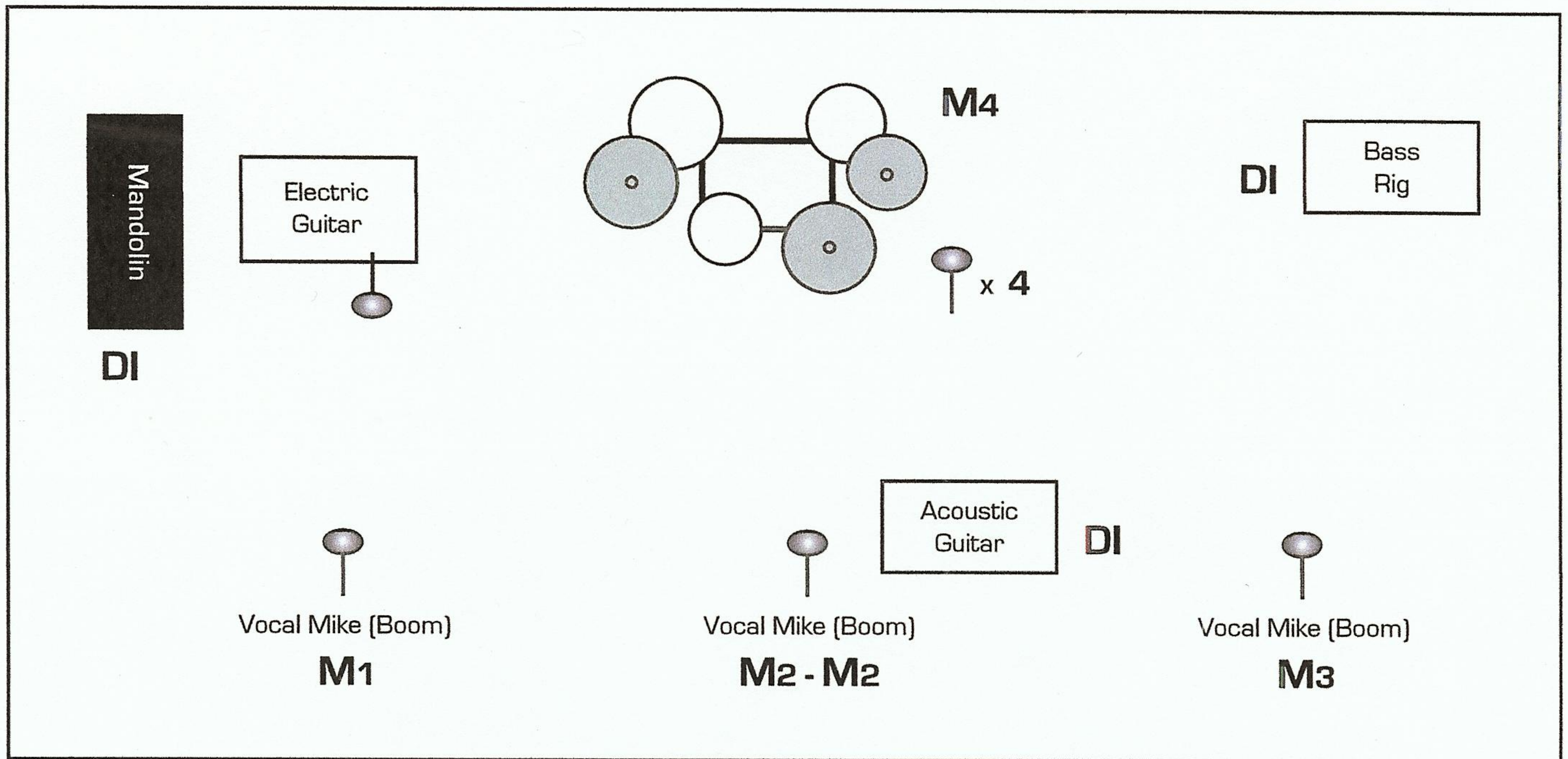
THIS IS AN OUTDOOR SHOW. IF IN THE BEST JUDGMENT OF ARTIST OR ARTIST'S REPRESENTATIVE, DANGEROUS WEATHER CONDITIONS EXIST SUCH THAT ARTIST'S PERFORMANCE HEREUNDER WOULD PLACE ARTIST AT RISK, ARTIST RETAINS THE SOLE AUTHORITY TO CANCEL SAID PERFORMANCE AT THE OUTDOOR VENUE. IN THIS CASE, THE PERFORMANCE MAY BE MOVED INTO AN INDOOR VENUE, WHICH WILL BE SUBJECT TO ARTIST'S APPROVAL, AS WELL AS ALL TERMS, CONDITIONS AND REQUIREMENTS OF THIS CONTRACT AND ANY ENCLOSED / ATTACHED RIDERS. IF THE INDOOR VENUE DOES NOT COMPLY WITH SAID CONTRACT AND RIDERS, THE ENGAGEMENT SHALL BE CANCELED, AND FULL PAYMENT SHALL BE MADE TO ARTIST NOTWITHSTANDING. RAIN DECISION SHALL BE MADE BY ARTIST JUST PRIOR TO SCHEDULED PERFORMANCE TIME.

<b>CONTACT</b>	<b>ERIK SELZ</b> (AS AGENT OF "RED RYDER ENTERTAINMENT INC")	<b>BART LOVINS</b>
<b>ADDRESS</b>	<b>RED RYDER ENTERTAINMENT INC</b> <b>1532 N MILWAUKEE AVE - STE 207</b> <b>CHICAGO, ILLINOIS 60622 USA</b>	<b>HARDIN COUNTY SCHOOLS PAC</b> <b>384 WA JENKINS ROAD</b> <b>ELIZABETHTOWN, KENTUCKY 42701</b>
<b>PHONE, FAX</b>	<b>(773) 384-0050, 384-0070</b>	<b>(270) 769-8837 x3</b>
<b>SIGNATURE</b>	_____	X 



# RALPH'S WORLD

TECHNICAL AND HOSPITALITY RIDER, UPDATED APRIL 2008.BL



## Monitor & PA Requirements:

- Minimum 5 wedge, 4 mix Monitor system; 3 DI Boxes; 3 Shure Beta 58 Vocal microphones (with boom stands)
- 5 high-quality stage microphones with adjustable stands for Electric Guitar (1) and Drums (4)

## Backline Requirements:

- Guitar Amplifier: Fender Twin Reverb, or Fender Blackface Vibrolux, or equivalent
- Bass Amplifier: GK 410 or 115 bottom, with 100 watt head, or equivalent
- Drums: 4 piece kit (kick, snare, rack tom, floor tom) with 20-22" kick; HiHat plus 2-3 cymbals with stands

## Hospitality Requirements:

- 5 Hot Nutritious Meals (with VEGETARIAN options) or \$75.00 USD buyout available at least two hours prior to show. Buyout is preferred.
- 1 basket assorted Fresh Fruits; 8 bottles Spring Water (1.0 Liter) on ice
- 1 of the following: hummus with pita rounds; brie with water crackers; bagels with cream cheese
- Performances prior to 1200PM: 1 Starbucks "to-go" box, house blend, with coffee amenities (sweeteners, milk)
- Performances after 1200PM: 3 Diet Cokes, 3 Sprites or 7UPs, 1 sixpack Sierra Nevada or equivalent IPA

COFFEE ON SITE

NO ALCOHOL ON PREMISES

## Other:

- 15' of clearspace, directly in front of stage, with seats unbolted and pulled if necessary, is required
- Purchaser to provide any necessary hardware to hang one 16' x 16' fire retardent banner at each performance.
- Clean, well-lit and well-ventilated private dressing room with seating for 5 people
- 4 clean towels; Secure off-street parking for as many as 3 passenger cars
- Production advance via Rita Roquitte at 630.542.2210 or ritarani@sbcglobal.net

Accepted and agreed for engagement dated

For Artist

For Purchaser

*Rita Roquitte*