

**OH, WHAT A NIGHT!**  
A Tribute to The Music  
Frankie Valli and The Four Seasons

**THIS RIDER IS ATTACHED TO AND HEREBY MADE PART OF THE CONTRACT DATED \_\_\_\_\_ BETWEEN America's Music Agency, Inc. (Producer) F/S/O OH, WHAT A NIGHT! (HEREINAFTER REFERRED TO AS "ARTIST") AND \_\_\_\_\_ HEREINAFTER REFERRED TO AS "PURCHASER") PERFORMANCE DATE: \_\_\_\_\_**

**1. BILLING**

Artist shall receive 100% sole star billing in any and all advertising and publicity material issued or solicited by PURCHASER pertaining to engagement(s) hereunder, including but not limited to newspaper advertising and all printed material, programs, fliers, signs, marquee(s) lights and any other advertising media. Correct billing as follows:

**“OH, WHAT A NIGHT!”**  
A Tribute to the Music of  
Frankie Valli and The Four Seasons

It is understood and agreed that this show has nothing to do with the show *Jersey Boys* and absolutely NO advertising, marketing, programs, etc. shall refer to the *Jersey Boys* in any way. It is also understood that this show does not contain Frankie Valli or any of the Four Seasons and none of the advertising, marketing, programs, etc. shall reflect them in any way. This show is a musical tribute. It is absolutely essential that the billing is done correctly. The producer reserves the right to cancel the show and retain the deposit if the billing is changed in any way.

**2. TRANSPORTATION**

It is agreed and understood that PURCHASER shall provide and pay for transportation to accommodate the singers, musicians, staff and equipment for up to nine (9) people. Presenter will meet ARTIST, musicians and staff upon arrival at airport, transport artist, musicians and staff to hotel and be available to transport ARTIST, musicians and staff to place of engagement for sound check, return to hotel, return to venue for the performance, return to hotel, and return to airport the following day. It is also understood and agreed that ARTIST, musicians and staff shall be greeted with a sign at the airport gate and escorted to van. (Or other appropriate arrangements).

**3. ACCOMMODATIONS**

PURCHASER shall provide ARTIST, at his sole cost and expense, with five (5) double hotel rooms for two (2) night including the night before the engagement. The hotel must offer 24-hour room service or close access to a 24- restaurant. Hotel must be approved by ARTIST'S manager and the hotel address, phone number, fax number and confirmation number are to be provided two (2) weeks prior to the performance.

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#### **4. STAGE**

It is agreed and understood that PURCHASER shall provide and pay for a stage for performance which must be a minimum of twenty (20) feet deep from front to back and thirty (30) feet wide from left to right. The stage must be flat, smooth and stable. See attached stage plot.

NOTE: With respect to performances to be held outside, the stage must be completely covered by a suitable and stable roof that will protect ARTIST from the elements to ARTIST's satisfaction.

#### **5. STAGE CLEARANCE**

No one other than ARTIST, security personnel, stage personnel and management are permitted in stage and dressing room area without the ARTIST'S approval. Stage and entrance areas are to be completely cleared with the exception of ARTIST, management and stage personnel prior to commencement of show and until completion of encores.

#### **6. REHEARSAL/SOUND CHECK**

It is agreed and understood that PURCHASER will provide ARTIST, at his sole cost and expense with a rehearsal the day of the performance for three (3) hours in duration and will include all necessary stagehands, lighting, sound and any other required technicians. The time needed for sound check can be greatly reduced if the stage manager has all equipment in place and ready to line check before the ARTIST & musicians arrive.

#### **7. LIGHTING**

It is agreed and understood that PURCHASER shall provide and pay for a professional lighting system with at least four (4) color washes (pink, blue, red and amber) and one (1) follow spot together with an experienced lighting operator and also one experienced follow spot operator. A set list will be provided to your lighting technician at least one (1) week prior to the show and we would like that technician to have a phone conversation with our director prior to the performance to discuss the show.

#### **8. DRESSING ROOMS**

PURCHASER agrees to provide two (2) safe, comfortable dressing rooms, one for use by Singers and one for use by musicians. These rooms are to be clean, dry, well-lit, and heated or air conditioned as the weather shall require. The dressing rooms are to be made available to the ARTIST up to one (1) hour prior to the rehearsal and one (1) hour after close of performance. PURCHASER shall be responsible for the security of all items in the dressing room area and shall keep all unauthorized persons from entering said area, particularly during ARTIST'S performance. In addition, these rooms shall be capable of being locked and the keys shall be allowed only to ARTIST'S representative. The dressing rooms are to contain:

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- (a) Bottled spring water (non-carbonated), sparkling water; orange juice; apple juice, sparkling apple cider (Martinelli); decaffeinated coffee & regular coffee; herbal tea. Sweet & Low sweetener, and beverage straws.
- (b) Deli food, bread and condiments will be appreciated
- (c) Fresh fruit and raw vegetables (carrots, zucchini, celery etc.).
- (d) Accommodations for hanging clothes.
- (e) Mirrors.
- (f) Sink & toilet facilities
- (g) Eight clean hand towels....four(4) in the dressing room and four (4) just offstage.

## **9. INTERVIEWS**

Any media interview requested by the PURCHASER must be submitted to the ARTIST'S management no later than one (1) week prior to the start of the engagement.

## **10. JOINT VENTURE/ASSIGNMENT**

PURCHASER warrants, represents and agrees that as between the parties hereto, nothing contained herein shall be constructed to create a partnership or joint venture nor shall ARTIST be liable in whole or in part for any obligations that may be incurred by PURCHASER carrying out any of the provisions hereof or otherwise. PURCHASER shall not have the right to assign this agreement or provisions thereof. The relationship between the parties shall be that of an independent contractor.

## **11. TICKETS**

All tickets are to be printed by a bonded supplier and they are to be consecutively numbered. With respect to counterfeit tickets, PURCHASER agrees that he is liable for any and all counterfeit tickets and under no circumstances is ARTIST to assume loss of income as a result of such tickets.

## **12. COMPLIMENTARY TICKETS**

PURCHASER agrees to hold twenty (20) complimentary tickets for the ARTIST for each performance. Please check with Artist's management at sound check to free up unused complimentary tickets.

## **13. SEGREGATION**

ARTIST shall not be required to perform before any audience which is segregated on the basis or race, creed, religious beliefs, sexual orientation or where physical violence or injury to the ARTIST, musicians or audience members is likely to occur.

## **14. RECORDING/ VIDEO PHOTOGRAPHY**

No portion of the performance may be recorded, filmed, taped, photographed, video taped, broadcast, or mechanically or electronically reproduced in any form for the purpose of reproducing such performance(s) without prior written consent from ARTIST or ARTIST'S management. If any such unauthorized recording is discovered during the ARTIST'S performance, ARTIST shall have the right to withhold performance without prejudice to their rights hereunder. If consent of any type of recording is approved by ARTIST then the PURCHASER must provide a copy to the ARTIST immediately after the performance.

**15. PRE-SHOW ANNOUNCEMENTS**

Please make a request over the house sound system for NO SMOKING from the audience during the performance and to turn OFF all cell phones.

**16. SPONSORSHIP**

PURCHASER agrees that there will be no signs, place cards, banners or other commercial advertising material on or near the stage during the performance nor shall the ARTIST'S appearance be sponsored by or in any way be tied with any commercial product or company without consent from ARTIST or management. PURCHASER further agrees that ARTIST'S name or likeness will not be used in association, directly or indirectly with any product or service without ARTIST'S prior written consent. PURCHASER is enjoined from selling or distributing recording or any other souvenir material at the performance(s) hereunder without ARTIST'S written consent.

**17. ADVERTISING**

ARTIST'S representative will have prior approval on posters and on leaflets and advertising material representing ARTIST and performance.

**18. METHOD OF PAYMENT**

PURCHASER is to pay ARTIST, through Tour Manager, during the sound check the guaranteed amount, or the balance of the guaranteed amount if a deposit has already been paid. Payments are to be in the form of a cashier's check, money order or cash as specified on the face of the contract.

**19. PENSION AND WELFARE**

PURCHASER shall be responsible for any union pension and welfare payments that are payable with respect to the ARTIST in relation to the engagement hereunder. PURCHASER shall be responsible for any local union work dues.

**20. INSURANCE**

a. PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, public and general liability insurance coverage, including without limitation, public and general liability, automobile liability, and comprehensive coverage, in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence ( but in no event in amounts less than the limits required by the venue and/or as set forth in the Artist rider, if any) indemnifying and holding PRODUCER, ARTIST, and ARTIST'S traveling party and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees, and representatives, harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement or arising out of or in connection with this agreement. The foregoing policies maintained by PURCHASER shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives, and each policy shall contain all appropriate riders and endorsements. PURCHASER will provide

evidence of the existence of the insurance coverage referred to herein by naming PRODUCER, ARTIST, and their respective officers, directors, principals, agents, employees, and representatives, as "additional insureds" and providing PRODUCER with originals or copies of certificates of insurance so reflecting and providing that PRODUCER shall be notified in writing by the insurance carrier of any change or modification in the policy, not less than fifteen (15) days prior to the effective date of such change. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder.

b. Without limiting the generality of the foregoing, PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney fees, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

c. In addition, PURCHASER shall maintain in effect (a) worker's compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. PURCHASER shall supply PRODUCER with certificates of insurance showing coverage of the above at least ten (10) business days prior to the Performance date; provided, however, that if PURCHASER does not provide such certificate by the foregoing date, PRODUCER may in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of insurance as set forth herein, PRODUCER may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.

d. The insurance policies described herein will contain provisions requiring the insurance company to give PRODUCER at least fifteen (15) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to PRODUCER for written approval prior to any such change taking effect.

## **21. CANCELLATION**

The Producer or ARTIST shall have the right to cancel this engagement without any liability whatsoever upon written notice of such cancellation to the PURCHASER by the ARTIST or the ARTIST'S REPRESENTATIVE at least thirty (30) days prior to the commencement of the play date hereunder in the event that the ARTIST shall enter into a television special or series, or motion picture, Broadway engagement, record album or video sessions, a legitimate stage play or show, a foreign tour, or an engagement at

a casino hotel in the state of Nevada or New Jersey the preparation, rehearsal, or performance date(s) of which conflicts in whole or in part with the play date.

**22. FULL DISCLOSURE**

PURCHASER certifies that this contract represents a full disclosure of all the parties of this contract. PURCHASER further warrants that there are no sponsors or merchandising concerns affiliated with this contract other than as set forth, PURCHASER further agrees that if ARTIST gains knowledge of any sponsors or merchandising concerns connected with this contract other than those set forth, Producer or ARTIST shall have the right to cancel this contract and PURCHASER shall forfeit to the ARTIST all deposits without recourse to the ARTIST.

**23. WARRANTY**

PURCHASER warrants that he has the right to enter into this agreement and is of legal age. PURCHASER also warrants that he is at the present time, the owner of or operator of or has valid lease upon the place(s) of engagement covering the date(s) of this agreement.

**24. BREACH OF CONTRACT**

In the event that the PURCHASER refuses or neglects to provide any of the items stated herein, fails or refuses to make any of the payments as provided herein or fails or refuses to proceed with the engagement, Producer & ARTIST shall have no obligation to perform this contract and will however retain any amounts theretofore paid to Producer & ARTIST or on their behalf and PURCHASER shall remain liable to Producer & ARTIST for the contract price herein set forth. If, on or before date of any scheduled concert, PURCHASER has failed, neglected or refused to perform any concert with any other performer for any earlier engagement, or if the financial standing or credit of PURCHASER has been impaired or is unsatisfactory and therefore is in bad standing, Producer & ARTIST shall have the right to demand the payment of the guaranteed compensation forthwith. If the PURCHASER fails or refuses to make such payment forthwith, Producer & ARTIST shall have the right to cancel this engagement by notice to the PURCHASER to that effect, and in such event, Producer & ARTIST shall retain any amount theretofore paid by PURCHASER to Producer & ARTIST or ARTIST'S representative.

**25. FORCE MAJEURE**

ARTIST'S obligations herein are subject to detention or prevention by sickness, inability to perform, accidents, transportation, acts of god, riots, strikes, labor disputes, epidemics, any act of public authority or any cause similar or dissimilar beyond ARTIST'S control.

**26. CORRESPONDENCE**

If purchaser is unable to fulfill any of the terms in the contract or needs any additional information, please contact:

**Producer.....**

**America's Music Agency, Inc.  
P.O. Box #1311  
Tucson, AZ 85702-1311  
520-751-4751  
520-792-0502  
americasmusic@att.net**

**\*NOTE: PURCHASER** to provide herein the names, phone and FAX for all pertinent personnel such as stage manager, sound and light technicians, and travel and hotel coordinator.

Names of Venue Personnel:

**AGREED TO AND ACCEPTED:**

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**PURCHASER**

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**America's Music Agency, Inc  
FIN #36-3339221  
F/S/O "OH, What A Night!"  
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