

# ARTIST ADDENDUM & TECH RIDER 2017-18

## **STARSTRUCK!**

### **A Tribute to the Legendary Ladies**

Starring British Sensation, Toni Morrell

And Musical Director, David Dial

**ARTIST** shall not be responsible for any obligations of **PRESENTER** whatsoever with regard to third parties. **PRESENTER** shall at all times indemnify and hold **ARTIST**, her representatives, employees, contractors, officers, principals and managers harmless from and against any and all claims, damages, liabilities, costs and expenses, including legal and counsel fees, arising out of any breach of any warranty, representation, or agreement made by **PRESENTER** herein, and arising out of or connected with the actions of any third-parties not directly affiliated with **ARTIST**.

**PRESENTER** will indemnify and save harmless Artist(s) from all claims of members of the audience or local personnel in the performance facility for personal injuries or property damage arising from the negligent acts or omissions on the part of the Local Presenter, his employees or agents, in any manner or connection from load-in, load-out, rehearsal(s) or performance(s) of this engagement.

**CANCELLATION:** Cancellation of the engagement described herein may be affected in writing and verbally by either party not less than 45 days preceding the engagement. In the event Presenter cancels the performance less than forty-five (45) days before the date of such performance, Presenter will pay Artist, as liquidated damages, one-half of the guaranteed fee. In the event that Presenter cancels any performance less than fourteen (14) days before the date of such performance, Presenter will pay Artist, as liquidated damages, the full guaranteed fee agreed to be paid for such performance.

**IMPOSSIBILITY OF PERFORMANCE:** Neither the Artist(s) nor the Presenter shall be liable hereunder for failure to appear, present, or perform if such failure is caused by or is due to the physical disability of Artist(s), acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation, or any cause beyond the control of the Artist(s) or Presenter. It is specifically agreed to that this clause includes acts or regulations of any governmental or public utility authorities and agencies and/or Force Majeure.

**PROGRAM INFORMATION - PRINTING AND DISTRIBUTION:** **ARTIST** shall furnish or cause to be furnished to Local Presenter, upon request: Press Kits, including Photographs, One Sheets, Logos, Testimonials, Articles and/or Reviews. **ARTIST** shall also furnish or cause to be furnished to Local Presenter, upon request: the copy to be used for the program. Such material is due no later than 30 days prior to performance. Local Presenter shall have no obligation to include material not received by the due date. Local Presenter reserves the right to edit program material to conform to available space.

- All references to the ARTIST(s) in paid or unpaid advertising, announcements, house boards, flyers, posters, publicity releases and any other promotional materials for the service(s) above shall be as follows:

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**ADMISSION PRICES:** It is agreed to that the price of admission for TICKET TIERS to this performance shall be determined by the Local Presenter. If ARTIST is to receive Percentage of Ticket Sales as compensation, then Ticket Price(s) shall be determined in advance of ARTIST affirming the terms of this Agreement with ARTIST or ARTIST Representative Signature as follows:

TIER 1:	Defined as:
TIER 2:	Defined as:
TIER 3:	Defined as:
TIER 4:	Defined as:

**COMPLIMENTARY TICKETS:** Local Presenter shall be the only party authorized to issue complimentary tickets to this performance(s). The number of complimentary tickets to this performance shall be no more than \_\_\_\_\_. It is understood, however, that the Local Presenter will hold FOUR (4) complimentary tickets, for use by the Artist(s). Local Presenter shall be notified no later than one hour prior to the scheduled performance(s) whether or not these complimentary tickets will be used. If no such notification is given, Local Presenter may, at its sole option, release the tickets for general sale.

**SOUVENIR SALES:** Sales of souvenir items by the Artist(s) are limited to CDs, DVDs, T-shirts and posters. Sales must be conducted at a location designated by the Local Presenter. Any payment of sales tax on Artist's souvenir item income is the responsibility of the Artist.

**PERFORMANCE LABOR COSTS:** It is fully understood and agreed to by all parties that this performance is NOT A YELLOW CARD attraction.

**SOUND LEVELS:** Recognizing that the "mixing" of sound for performance is subjective and important to the overall sound quality of any given performance, it is nevertheless EXPRESSLY AGREED that OVERALL VOLUME LEVEL shall be set at the request of the Local Presenter.

**NOTICES:** This agreement cannot be changed orally and shall be construed, governed, and interpreted pursuant to the laws of the State of California. This agreement represents the full understanding between the parties, and neither party shall be bound by any terms or undertakings other than those contained herein except where other attachments, addenda, or riders have been mutually agreed upon as taking precedence.

## ARTIST(S) REQUIREMENTS

### PRESENTER AGREES TO PROVIDE AT ITS SOLE COST AND EXPENSE THE FOLLOWING:

#### 1. FOR ARTIST(S) TRAVEL:

- **For all USA engagements BEYOND a 6 hr driving distance from Artist residence**, all fees and/or expenses relating or pertaining to ROUND-TRIP AIR and/or GROUND TRANSPORTATION shall be provided to the Artist(s) to and from Artist(s) Residence(s), Airport(s), Hotel(s) and Performance Venue(s) and Restaurants (if no open or available Restaurant in Hotel).
- **TIMELINE:** Presenter agrees that ARTIST is to arrive at the destination Hotel the DAY BEFORE the actual performance, allowing that day to be dedicated entirely for travel and Hotel check in. DAY TWO will be Performance Day as outlined in the Addendum & TECH RIDER. DEPARTURE from the Hotel and Return Flight Home shall be on DAY THREE, the day following the day of the Performance.
- **AIR TRAVEL:** When Air Travel is necessary, Presenter shall at its sole cost and expense arrange all flights and pay for all AIR TRAVEL fees and expenses for the ARTIST(s), (and any additional personnel if applicable and by mutual acceptance).

**OPTION:** Parties may agree that ARTIST will arrange for all flight scheduling and payment on condition that Presenter will issue immediate reimbursement of final amount to ARTIST(s) to be received by ARTIST no later than three days before Departure date.

**DEPARTURE FLIGHT:** Presenter shall make best efforts to schedule ROUND-TRIP, NON-STOP FLIGHTS whenever possible, to arrive at the nearest major Airport to the Venue. If the Destination Venue is located in a tertiary area, an additional flight may be necessary from a Major Airport Hub. Reservations are to be made for "Toni Morrell" under her Official Name of "ELAINE D. BURGESS-DIAL" and David Dial's reservation to be made under the name "PHILIP H. DAVID DIAL". Scheduling should be made to ideally allow for arrival at Destination Hotel by 7PM local time. If the Destination Venue is located in a tertiary area, and an additional flight being necessary from Major Hub, schedules should be made to allow for arrival at Hotel no later than 10PM if possible.

**RETURN FLIGHT:** Presenter agrees to schedule ARTIST(s) RETURN FLIGHTS for no earlier than 12:00PM if feasibly possible, to allow time for sufficient sleep following performance evening. Artist is flexible and not so concerned with arrival time back home. A Noon or Early Afternoon Departure is Preferred, with arrival to ARTIST Home Airport anytime up to 11PM (Earlier if possible, so long as departure can be scheduled for Noon or early afternoon.)

**ADDITIONAL BAGGAGE.** Presenter agrees to provide at its sole cost and expense, direct payment or reimbursement for any additional fees required for any additional baggage relating to necessary equipment or wardrobe associated with the performance of the show that is not furnished by presenter and must be brought to the event by the ARTIST and/or ARTIST Personnel.

- **ACCOMMODATION:** For one-day only Performances, Presenter agrees to provide ARTIST(s) with TWO NIGHTS of Accommodation. For Toni Morrell and David Dial (married couple), one (1) non-smoking Hotel Room Accommodation (3-star minimum, with king-size bed, internet, refrigerator and microwave) shall be provided, with check-in **originating on the day before the performance**, with 2nd night being the night of the performance. If the engagement shall encompass multiple performances that span **additional days or Venues**, presenter shall provide for all additional nights of accommodation . If additional Personnel are part of the Agreement, Presenter also agrees to provide at its sole cost and expense their Accommodations (one person per room) at the same Hotel as Artist(s).
- **GROUND TRANSPORTATION:** Presenter agrees to provide at its sole cost and expense all ground transportation costs and/or expenses incurred by ARTIST(s) traveling from and back to ARTIST(s) HOME from Airports, and to/from the Hotel and Venue Locale, including any costs for equipment deemed necessary to accompany ARTIST(s). This could include but is not limited to: Rental Car Fees and Insurance, Parking Fees, Bus or Shuttle Service, Taxi Fees, Related Tips, Cartage. **OPTION:** Parties may agree that ARTIST will arrange for all ground transportation on condition that Presenter will issue immediate reimbursement of final amount to ARTIST(s) to be received by ARTIST no later than seven days after Departure date.
- **PER DIEM**  
If the engagement requires more than two nights Hotel accommodation, then startin on DAY THREE, Presenter shall provide a per diem food allowance to the ARTIST(s) equivalent to a sum of \$50US per day per person.

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## **2. THE PERFORMANCE VENUE:**

- A suitable and appropriate hall for the ARTIST(s) performance. Rooms, hallways and stage shall be cleaned to the satisfaction of the ARTIST or ARTIST'S representative.
- At least one separate changing room adequate for the two primary performers. If additional personnel are deemed necessary, Venue will provide additional Dressing Rooms for same.
- Technical staff necessary for load-ins, set-ups, strikes (including light and stage arrangements), and run of show as specified in TECHNICAL REQUIREMENTS. Additionally, all facilities shall be staffed as necessary for all activities, including concession sales.
- Access to performance space(s) to Toni Morrell and David Dial for the entire day of performance, adequate rehearsal time preceding performance in the same space and with the same crew, and a full technical rehearsal prior to the performance. Lighting focus shall be completed in advance of performance.
- Hot coffee & cold purified drinking water shall be provided in backstage dressing area. Sugar, whole milk. 4 cups and 4 glasses along with Two (2) healthy sandwiches and/or vegetable platter.
- Parking space for Artist vehicle(s) convenient to load in location, and parking validation or equivalent parking fee.

## **3. SECURITY**

- The security of ARTIST(s) personal belongings and professional equipment in the Theatre at all times, from the time of arrival until the time of departure.
- Sufficient secure storage space shall be made available by PRESENTER for the locked storage of ARTIST(s) equipment at any time that it is not in use at the theatre.
- All visitors, except as authorized by ARTIST(s), shall be excluded from the theatre, backstage and dressing rooms during LOAD-IN, SET-UP, TECHNICAL REHEARSALS, STRIKE and LOAD-OUT. No visitors shall be permitted backstage during performance.

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## **2. TECHNICAL REQUIREMENTS to be furnished by PRESENTER at its sole cost and expense:**

### **STAGE:**

A "Black Box Effect" set if possible. Stage area must be a minimum of 24 feet wide and 16 feet deep of flat surface, without any obstruction (such as, but not limited to nails, broken floorboards, electrical outlets, poles, wires). Black curtains are preferred for backdrop. All flooring, masking and hanging/circuiting/patching of light plot will be completed before arrival of ARTIST(s).

### **FLOOR:**

All nails and staples must be removed, holes filled or taped and unused floor pockets covered. The floor and wings must be clean and swept prior to rehearsal and performance.

### **ON-STAGE EQUIPMENT for TONI MORRELL:**

- One (1) Tall Black "bar-type" Stool (**prefer swiveling seat**) for ARTIST'S use during the performance.
- One (1) Small Table with black covering cloth and water glass, positioned next to stool for ARTIST'S use during the performance.

### **LIGHTING:**

ARTIST carries no lighting equipment. It is mutually understood that the PRESENTER will formulate a light plot for the individual theater, and that the PRESENTER'S technical staff will take care of all lighting design, hanging and loading-in for this event.

Lights should be configured so as to not wash out any Projector Screen(s) during performance. In addition, the PRESENTER will furnish a minimum of One (1) follow-spot and a follow-spot operator. Care and consideration of lighting placement shall be given as to not "wash out" the projector screen images. (Refer to stage plot for alternate projector screen placements).

### **VIDEO REQUIREMENTS:**

1. **PROJECTION SCREEN:** 10 feet minimum width (the larger the better), 4:3 aspect ratio, placed (choose appropriate for your venue):

a. At Center Stage with bottom of screen set at a desired minimum height of 7 feet from the floor of the stage if possible, and a minimum distance of 15 feet from front of stage. **Rear projection is preferred if possible.** A height of 7 feet from stage floor is desired so Artist can perform in front of image without follow-spot washing out image on screen. -OR-

b. Projection screen(s) positioned right and/or left of stage, with Artists performing center stage.

2. **PROJECTOR** (2,500 lumens or above for bright images). As mentioned, rear-screen projection is preferred wherever possible. *NOTE: ARTIST generally travels with a backup projector.* Musical Director, David Dial, will provide and control his own Video Switcher Box and DVDs operation from his work-station on stage, therefore **a VIDEO FEED must be sent from his Video Switcher Box to the Projector.** Since the AUDIO feed is sent SEPARATE via MD's Personal Mixer Console to the HOUSE AUDIO, **only the image needs to be fed** to the Projector *via* cable or snake from MD's Video Switcher Box.

**Presenter will provide connector(s) for connection** between video switcher box and projector. (RCA, Composite, S-Video or AVG). **Please contact Musical Director in advance for determining video connection format. MOBILE: 818-442-4895**

## **AUDIO REQUIREMENTS:**

ARTIST carries no sound reinforcement equipment. PRESENTER must provide a professional grade stereo sound system that includes:

1. Amplification with sufficient wattage to drive house system speakers (minimum-two) without distortion and stage monitors (minimum-four)
2. House speaker system (minimum of 2, 2-way speakers)
3. Professional grade mixing console with Technician to operate the board.
4. Reverb unit for vocal mics
5. Four monitor wedges on stage (2 for Toni; 2 for MD). A minimum of 2 separate mixes to be made available for on-stage monitors (with reverb). NOTE FOR USA ONLY: Stage monitors are optional if Artist is within driving distance of venue, as Artist can then provide for her own stage monitors.
6. 1 professional grade wireless mic – prefer Shure or Sennheiser.
7. 1 hard wired backup mic – Toni Morrell (SM58 or equivalent)
8. 1 hard wired mic on boom stand – MD (SM58 or equivalent)
9. 2 direct boxes and cables for sending audio feed from MD's mixer to house.

## **STAGEHANDS: This is not a yellow card attraction.**

Stagehands may be non-union unless local regulations require that union people be employed. PRESENTER agrees to employ and pay all Stagehands, whether union or non-union, including loaders, if required at its sole expense. Stagehands must be the same people for both rehearsal and performance. TECH CREW should include:

- **Technical Director** with working knowledge of facility and with authority to represent PRESENTER to act as assistant to the MD at all times.
- **Stagehands** (number to be determined by PRESENTER'S Technical Director) to work the set-up prior to ARTIST'S arrival and are required for rehearsal and performance as follows:
  1. Stage technician
  2. Sound technician for front of house
  3. Light board operator
  4. Follow-spot operator

### **REHEARSAL:**

Stage must be available for sound check and technical rehearsal **prior to show time with same technicians as will be used during performance**. Rehearsal should be scheduled to last **THREE (3) hours**, after which allowing for a 2-hour “dinner break” for all parties before house opens to audience, if possible. **Load-in, setup and light plot should be completed before rehearsal begins.**

### **DRESSING ROOM:**

The PRESENTER will provide a clean, private dressing room. Room must have make-up lights and mirror(s), 2 chairs and table, costume clothes rack, nearby lavatory and sink, and be close to the stage. The PRESENTER shall also supply bottled water, healthy snacks and 2 healthy sandwiches and/or vegetable platter. In addition, the dressing rooms are to be heated or cooled to the ARTIST’S satisfaction.

### **ADDITIONAL EQUIPMENT TO BE PROVIDED FOR USE BY MUSICAL DIRECTOR:**

***NOTE: DAVID DIAL, Musical Director (MD), will perform “live” onstage at keyboard(s) as well as operate Artist DVD decks containing video and prerecorded audio tracks; (He may also CONDUCT on engagements where additional Musician Personnel are added.) He will also mix his own sound from his personal onstage mixer during performance.***

*MD does not generally perform using an Acoustic Piano; instead, he performs on an Electronic Keyboard, to be provided by Presenter.*

### **PRESENTER shall provide the following for Musical Director’s use:**

1. One 88/76 key touch-sensitive electronic keyboard with “Acoustic Piano” sampled sound patch, and transpose capability. i.e. Kurzweil, Yamaha or Roland Stage Pianos
2. Adjustable Height Keyboard Stand
3. Sustain Pedal
4. Music Stand and Stand Light
5. Small table(s) with black tablecloth(s) to accommodate MD Mixer and DVD Players.
6. 1 armless chair or drum throne for sitting behind keyboard. Hydraulic if available.
7. In an effort to dress up the stage, the Music Director work-station should be surrounded by 3 feet high pipe and drape, if possible.

***NOTE FOR USA ONLY:** Electronic Piano, keyboard stand and sustain pedal are only optional **IF ARTIST** is within one day driving distance of venue, as Musical Director can then provide for his own stage piano.*



**IN WITNESS WHEREOF**, upon signing below, the Presenter agrees to abide by the terms set forth in this Artist Addendum & Tech Rider. Presenter's Representative warrants and attests that he/she/they is/are empowered to sign this agreement on behalf of their respective organizations.

**AGREED TO AND ACCEPTED:**

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
**Presenter's Representative Signature**

\_\_\_\_\_  
**Name of Presenter's Representative (please print)**

\_\_\_\_\_  
**Title of Presenter's Representative (please print)**

\_\_\_\_\_  
**Direct Contact telephone**

\_\_\_\_\_  
**Direct Contact Email Address**

**STARSTRUCK! / TECHNICAL CONTACT**

Please direct any technical questions or issues to Musical/Technical Director:

**DAVID DIAL.**

**USA ONLY Cell Phone Number: 818-442-4895**

**USA Studio Number (+1) 213-261-5245**

**Email: david@daviddial.com**