



**CHRISTOPHER CROSS CONTRACT RIDER**  
**Revision Date 06/07/03**

RIDER TO AGREEMENT DATED \_\_\_\_\_ BETWEEN CHRISTOPHER CROSS, INC. fso  
CHRISTOPHER CROSS (HEREINAFTER REFERRED TO AS "ARTIST") AND \_\_\_\_\_  
(HEREINAFTER REFERRED TO AS "PURCHASER").

THE FOLLOWING PROVISIONS SHALL BE DEEMED INCORPORATED IN AND PART OF  
THE AGREEMENT FOR THE PERFORMANCE OF ARTIST AT \_\_\_\_\_ IN  
\_\_\_\_\_ ON \_\_\_\_\_.

IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THE RIDER AND  
THE PROVISIONS OF THE AGREEMENT TO WHICH THIS IS A RIDER, THE PROVISIONS  
OF THIS RIDER SHALL CONTROL.

BY SIGNING THIS RIDER THE PURCHASER IS AGREEING TO PROVIDE ARTIST WITH  
CERTAIN EQUIPMENT AND WORKING CONDITIONS ESSENTIAL FOR HIS PERFORMANCE.

ANY BREACH OF THE TERMS OF THIS RIDER IS A BREACH OF THE CONTRACT AND MAY  
CAUSE ARTIST TO REFUSE TO PERFORM WITHOUT RELEASING YOU FROM THE  
OBLIGATION TO PAY HIM.

ALL TERMS AND PROVISIONS HEREINAFTER AND HERETOFORE SET FORTH ARE PART  
OF ONE AND THE SAME CONTRACT.

**I. METHOD OF PAYMENT**

- a. DEPOSITS: A deposit in the amount of \$\_\_\_\_\_ made payable to  
**CHRISTOPHER CROSS** in the form of a certified check or wire transfer to be returned  
with the signed contracts.
- b. DAY OF SHOW PAYMENTS: Payments must be made in cash or promoter/school check  
only. Cash or check made payable to **CHRISTOPHER CROSS** (ID # \_\_\_\_\_)  
shall be presented to ARTIST'S representative prior to the performance.
- c. PERFORMANCE TAXES: Should there be any assessment of tax by taxing authority on  
ARTIST or their assignees for the services or for monies earned during this engagement,  
said taxes shall be made from the fees contained herein or from any percentage monies  
earned hereunder.
- d. This is an independent contractor contract; no payroll or FICA taxes shall be withheld.

## II. OPENING ACTS AND BILLING:

- a. ARTIST is guaranteed a minimum performance of seventy five (75) minutes. Any and all supporting acts and encores shall adhere to a strict thirty (30) minute set. The entire show shall be no longer than two and one half (2 1/2) hours in length. At least thirty (30) minutes shall be allowed between bands for changeover.
- b. ARTIST is to have sole approval of all other acts to perform during the engagement and absolute choice of play position.
- c. ARTIST is to receive one hundred percent (100%) **SOLE STAR BILLING** on all marquees and in any advertising (paid or otherwise) for the engagement if headlining. If the ARTIST is special guest, billing will be seventy five percent (75%) Special Guest Billing and they must be included in all public advertising beginning at least three (3) weeks prior to date of performance and must be included on all marquees and tickets as Special Guest.
- d. No master of ceremonies or announcer shall appear in conjunction with this engagement without the prior approval of the ARTIST.
- e. Any alternative scheduling of acts or times must be approved by ARTIST'S representative at least twenty four (24) hours prior to show time.

## III. CANCELLATION

- a. If any member of ARTIST'S band shall be taken ill or incapacitated, ARTIST shall not be required to perform the engagement. In such instance, any deposits paid by the PURCHASER shall be returned forthwith and neither party to this agreement shall be under any further obligation to each other for any further performance.
- b. If PURCHASER refuses or neglects to provide any of the items required of ARTIST hereunder, or fails or refuses to proceed with the presentation of the engagement(s) which is/are the subject of the contract, and/or fails to make any of the payments as and when required hereunder, or fails to furnish the type, size and quality of public address system required by ARTIST hereunder or if, at any time prior to or during the actual performance of ARTIST should said public address system be otherwise than in perfect working condition, then in any such events: (I) ARTIST or ARTIST'S representative, in ARTIST'S sole discretion, may thereupon terminate the contract without liability of any kind to
- c. PURCHASER; (II) ARTIST shall have no further obligation to perform the contract; (III) ARTIST shall retain all amounts theretofore paid to ARTIST for any additional compensation herein provided for and ARTIST shall also be entitled to exercise all remedies then available to ARTIST at law or in equity.
- d. If, on or before the date of any scheduled performance hereunder, the financial standing or credit of PURCHASER has been impaired or is unsatisfactory, ARTIST shall have the right to demand full payment forthwith of the guaranteed compensation specified herein and if
- e. PURCHASER fails or refuses to make such payments forthwith, ARTIST shall have the right to cancel the contract without liability or any further obligation to PURCHASER hereunder and shall retain any monies theretofore paid to ARTIST by PURCHASER.

#### **IV. HALL CONTRACT**

PURCHASER represents and warrants that it is at the present time, or will be, the owner or operator of, or has or will have a valid lease (executed in its own name) upon the place(s) of performance on the dates and at the time set forth in the contract. The person executing the contract and this rider on PURCHASER'S behalf represents and warrants that he has the authority to do so, and such due to ARTIST hereunder.

#### **V. AUDIO AND VIDEO RECORDING AND/OR BROADCASTING**

- a. All requests for recording or broadcasting shall be approved by AZOFF MANAGEMENT (818-977-0410) fourteen (14) days in advance of performance. Arrangements must also be made in advance with ARTIST'S sound engineer. PURCHASER agrees that no radio apparatus, transmitting, or recording devices, including television and/or video, will be used by PURCHASER, PURCHASER'S staff, the audience or anyone else (other than ARTIST) in any manner or form, to reproduce or broadcast the performance of ARTIST.
- b. PURCHASER agrees to have ushers and/or security guards hand search the audience and their bags and apparel at all entrances to the hall to ensure that this prohibition is strictly enforced. Further, PURCHASER shall not allow the use of flash cameras during the engagement without the prior consent of ARTIST. All press (e.g. radio, TV, newspaper) must obtain permission from AZOFF MANAGEMENT to do any and all coverage.
- c. No radio station may co-promote the show without the express written permission of AZOFF MANAGEMENT.

#### **VI. COMPLIMENTARY TICKETS & PASSES**

- a. PURCHASER agrees to provide the necessary number (TBA) of backstage passes and parking passes to accommodate the ARTIST'S needs. All passes shall be made available to ARTIST'S representative at least three (3) hours prior to showtime.
- b. PURCHASER agrees to distribute no more than fifty (50) official house seats as complimentary tickets relative to this performance, including tickets distributed to the press.
- c. PURCHASER must supply ARTIST'S representative with a detailed statement of complimentary tickets, each complimentary ticket will be issued only as a fully punched ticket. **NO COMP TICKETS ARE TO BE PULLED FROM THE FIRST TWELVE (12) ROWS ON THE FLOOR!**
- d. PURCHASER must provide ARTIST with twenty five (25) complimentary tickets, and in major markets up to fifty (50) complimentary tickets per show, the unused portion of which may be placed on sale the day of the performance with the permission of ARTIST'S representative. These tickets must be available to ARTIST'S representative at any time. **ARTIST COMP TICKETS ARE TO BE PULLED FROM ROWS 12-15 IN THE CENTER SECTION. COMPLIMENTARY TICKETS TO THE ARTIST WILL NOT BE STAMPED COMPLIMENTARY.**

## **VII. MERCHANDISING RIGHTS:**

ARTIST shall have sole and exclusive right, but not the obligation to sell souvenir programs, posters, and all other merchandise directly pertaining to and/or bearing the likeness of ARTIST, inclusive of records, tapes, CDs, at the performance hereunder and to retain one hundred percent (100%) of the receipts therefrom subject only to written agreements that PURCHASER may have with the concessionaires for handling and/or sales of said merchandise. PURCHASER is prohibited from selling any merchandise (e.g. T-shirts, posters, etc.) bearing the name and/or likeness of ARTIST or any member of ARTIST'S group without the express written permission of ARTIST or ARTIST'S management.

## **VIII. DAMAGES**

- a. Neither ARTIST or CHRISTOPHER CROSS, INC. will accept any responsibility for any damage howsoever caused within the confines of the facility either before, during or after the performance by any persons other than ARTIST or any employee of ARTIST or CHRISTOPHER CROSS, INC.
- b. PURCHASER agrees to repair or replace all ARTIST'S equipment destroyed or stolen due to theft, violence, riots, demonstrations, or security failures.

## **IX. ADD ON SHOWS**

PURCHASER agrees that any negotiations for any additional performance by ARTIST shall be between PURCHASER and APA, prior to the engagement.

## **X. INTERVIEWS**

All interviews must be cleared in advance with ARTIST'S Management.

## **XI. SECURITY REQUIREMENTS**

- a. PURCHASER agrees to provide complete security and insurance against all loss of musical and electronic equipment, road cases, and personal effects in dressing rooms and all backstage and stage areas, belonging to ARTIST, band members, their crew and management.
- b. Complete (T-shirt) Security may be accomplished by providing security personnel during the time which the audience is present at the following locations: dressing room door, sound mixer and lighting controller, backstage equipment storage location, frontstage ARTIST protection, and ARTIST'S truck and bus at all times when the ARTIST'S vehicles are on location, a minimum of twelve (12) security personnel will be required.
- c. Security personnel should be easily identified by the audience. Please, no police or police style security in front of stage.
- d. Dressing rooms must be lockable, and key shall be provided to tour manager and/or security guard shall be at the door at all times.

## **XII. SOUND CHECK**

**THE SOUND CHECK IS MANDATORY!!** During the sound check and performance, the sound will be mixed by ARTIST'S sound engineer. The hall is to be available to ARTIST for sound check no later than two (2) hours prior to doors opening for a period of no less than one (1) hour. Sound check will be completed at the satisfaction of ARTIST and technical crew. **SOUND CHECKS ARE CLOSED!** Only immediate working personnel will be required until sound check is completed and ARTIST has left the stage.

## **XIII. GENERAL STIPULATIONS**

- a. STATE OF CALIFORNIA: Nothing herein shall require the commission of any act contrary.
- b. This constitutes the sole, complete and binding agreement between the parties hereto. All of the provisions of the contract and this rider are of essence and failure of PURCHASER to comply with any of them shall constitute a material breach.
- c. No provision contained in any concert hall lease which is inconsistent with any provision of the contract or this rider shall be binding on ARTIST unless ARTIST shall consent in writing thereto.
- d. If, on or before the date of any scheduled performance hereunder, the financial standing or credit of PURCHASER has been impaired or is unsatisfactory, ARTIST shall have the right to demand full payment forthwith of the guaranteed compensation specified herein and if PURCHASER fails or refuses to make such payments forthwith, ARTIST shall have the right to cancel the contract without liability or any further obligation to PURCHASER hereunder and shall retain any monies theretofore paid to ARTIST by PURCHASER.
- e. Provisions should be made with licensing authorities in relevant cities for use of certain pyrotechnic devices on stage, e.g. flashpots, and clearance should be obtained with relevant fire officers to allow use of open stage, e.g. no fire curtain.
- f. PURCHASER agrees that ticket sales and seating at this engagement shall not be segregated in regards to race, color, creed, sex, etc. and that nothing in the advertising and/or promotion of this engagement shall suggest otherwise.
- g. PURCHASER shall not have the right to assign this agreement or any provision hereof. Nothing herein contained shall be construed as to constitute the parties hereto as a partnership or joint venture to make ARTIST liable, in whole or in part, for any obligation that may be incurred by PURCHASER in carrying out any provision hereof or otherwise.
- h. The contract and this rider may not be changed, modified or altered except by an instrument in writing, signed by both parties. The contract and this rider shall be construed in accordance with the State of California.

## **XIV. BREACH**

IN THE EVENT OF A SUBSTANTIAL BREACH BY THE PROMOTER OF ANY OF THE CONDITIONS CONTAINED HEREIN, ARTIST MAY CANCEL THE PERFORMANCE WITHOUT ANY FURTHER LIABILITY AND THE PROMOTER SHALL BE OBLIGED TO PAY FULL CONTRACTED FEE TO ARTIST FORTHWITH ON CANCELLATION. FAILURE ON THE PART OF PURCHASER TO MEET THESE OBLIGATIONS

EXACTLY AS STATED IN THIS RIDER SHALL BE A MATERIAL BREACH OF THIS AGREEMENT. IN SUCH EVENT, ARTIST SHALL NOT BE REQUIRED TO PERFORM THIS ENGAGEMENT AND THE FULL GUARANTEE PROVIDED HEREIN SHALL BE PAID AS LITIGATED DAMAGES FOR SUCH BREACH.

THIS CONSTITUTES THE SOLE COMPLETE AND BINDING AGREEMENT BY AND BETWEEN THE PARTIES HERETO:

AGREED AND ACCEPTED:

_____	_____
<b>Purchaser</b>	<b>Date</b>
_____	_____
<b>Artist's Representative</b>	<b>Date</b>

**##END##**