



2024-2025 ENGAGEMENT CONTRACT RIDER

RIDER TO CONTRACT No: _____ DATED: _____
BETWEEN _____ HEREINAFTER REFERRED TO
AS “PURCHASER” AND AWAKEN – THE MUSIC OF YES, HEREINAFTER REFERRED TO AS “ARTIST.”

Greetings!

We are looking forward to performing for you. Please adhere to this rider as closely as possible. If you should have any problems fulfilling our needs and requests, PLEASE do not hesitate to contact us so we can reach a mutually agreeable solution. DON'T WAIT! We are reasonable and care about the problems and issues you face regarding our show. We rely on you to bring these issues to our attention in a timely manner in order to help things run smoothly. Here is a list of contacts you may need to assist in advancing your show:

CONTACT INFORMATION

FOH Engineer: <i>(Tech Advance)</i>	Stephan Wojtecki	973-886-1284 timberwolf.audio@gmail.com
Booking Agent: <i>(Contracts / Marketing / Publicity)</i>	Kathy Wagner Panzylor Entertainment	609-634-5998 kwagner@panzylor.com
Manager:	Kim Reilly SeaSide Music Management	561-350-3867 SeaSideMusicManagement@aol.com

1. BILLING

The official billing in all advertising should read: **AWAKEN – THE MUSIC OF YES**. For all online or web promotion of the engagement, Purchaser is encouraged to link to and/or advertise Artist’s official website (www.awakenyestribute.com) and/or facebook page (www.facebook.com/awakenyestribute).

2. ADVERTISING

a) Purchaser agrees to use only those marketing assets (photos, videos, biographical information and other material) supplied by Artis. All marketing assets shall remain Artist’s property and shall be used only in connection with the promotion and publicity of the engagement hereunder.

3. PARKING

Purchaser agrees to provide sufficient, secure, reserved parking at no cost to Artist within a reasonably convenient distance to the stage for a minimum period 4 hours prior to performance and lasting until 2 hours after the show for one (1) van and one (1) box truck, and possibly one or two personal vehicles.

4. TRANSFERS

Purchaser agrees to provide all necessary ground transportation (to and from airport/hotel/venue) for all “fly in” contracts. Vehicle(s) must comfortably accommodate up to seven (7) persons with baggage/instruments.

5. ACCOMMODATIONS

Purchaser agrees to provide seven (7) rooms from the time of Artist’s arrival until departure. Hotels should be of a recognized national chain quality, such as Hilton or Holiday Inn, and should have a restaurant or be within walking distance of restaurants that serve meals throughout the day and evening, including breakfast hours. Details and confirmation numbers are to be provided to Artist no less than twenty one (21) days prior to date of engagement.



6. DRESSING ROOMS

Purchaser agrees to provide clean, climate-controlled, private dressing room(s) with Wi-Fi access suitable for seven (7) people with adequate seating, light, mirrors, a garbage can, and restroom. Purchaser agrees to provide adequate security personnel to ensure a common-sense level of privacy for Artist in dressing rooms(s) and backstage area before, during, and after the show. Dressing room(s) to be set up and ready when Artist loads in, and shall be for the exclusive use of **AWAKEN – THE MUSIC OF YES** and not to be shared with any other Artists on the bill.

7. TOWELS

Purchaser to provide six (6) clean, dry, medium-size, cloth towels for stage (black or dark color preferred). Towels should be placed in dressing room.

8. GUEST LIST

Purchaser agrees to provide at no charge to Artist, ten (10) complimentary tickets (Artist will return any unused portion prior to performance, which may then be placed on sale to the public.)

9. PHOTO POLICY

Artist welcomes fans to take photos for personal use during show as long as it is not obtrusive to other patrons. **Any professional video recording must be cleared in advance.** Handheld recording on personal devices for personal use is fine as long as, once again, it is not obtrusive to other patrons.

10. MARKETING ASSETS

Please note that promo / marketing materials and high resolution approved photos are available from Kathy Wagner at Panzyler Entertainment – kwagner@panzyler.com or 609-634-5998.

11. SOCIAL MEDIA

AWAKEN – THE MUSIC OF YES is active on social media. Please “like” us on facebook (facebook.com/awakenytribute). We will be sure to link back to your venue and tag you in our posts. Official website: www.awakenytribute.com , Instagram: www.instagram.com/awakenytribute .

12. HOSPITALITY All following items shall be sufficient for seven (7) adults

LUNCH: Upon load in and during set up of venue

Purchaser to provide – in Artist’s dressing room(s) or Green room – a lunch style meal including, but not limited to the following:

- Deli tray consisting of fresh lean meats, along with condiments
- Wholegrain bread
- Veggie platter w/ dip
- Assorted snacks – pretzels, chips, etc
- One (1) case of water (*room temp*)
- Hot Coffee & Tea, Cream, Sugar
- Cups, napkins, utensils
- Diet Coke, Pepsi, Cream Soda

***ALLERGY: 1 Vegetarian No Fish**

DINNER: Upon completion of sound check, prior to performance

Purchaser to provide a minimum of one (1) hot meal (a meal voucher, buffet, sit-down, or equivalent) for all persons in party with the band/crew. Dinner should consist of healthy, low fat, fresh, hot foods including a main course (protein), along with vegetables. The above should be accompanied with the following: a rice dish (brown or white), green salad, and bread or rolls.

PLEASE have all food & refreshments remain in dressing room until load out is completed at the end of the evening.

PLEASE NOTE: In the event that hospitality cannot be provided, Purchaser agrees to a cash buyout of \$10.00 per band/crew member for the afternoon meal, and \$25.00 per band/crew member for the evening meal, to be given to Joe Luca upon arrival at the venue. Thank you.



13. SECURITY

Purchaser is solely responsible, at his own expense, for providing security in connection with the Engagement, including, without limitation, the protection of the Artist, Artist’s employees and agents, equipment, instruments, and patrons. Purchaser shall ensure that the stage is to be kept free of any persons other than those directly involved with the performance at all times.

14. MERCHANDISING

Purchaser agrees to provide minimum of one (1) eight foot (8’) table, two (2) chairs, AC outlet, and a mutually agreeable lighted location in high traffic area to sell merchandise.

15. CONTROLLING AUTHORITY

Artist shall have the sole and exclusive control over the production, presentation, and performance of the engagement hereunder including, but not limited to the details, means and methods of the performance of the performing artists hereunder, and Artist shall have the sole right to make changes to the performing personnel.

16. INDEMNITY AND INSURANCE

(a) Purchaser hereby indemnifies and holds harmless Artist (and their respective directors, officers, shareholders, employees, and representatives (collectively, the “Artist Indemnified Parties”) from and against any and all third party claims, liabilities, suits, damages, and expenses (including reasonable third party legal fees and expenses) suffered or incurred by the Artist Indemnified Parties as a result of Purchaser’s: negligence, willful actions or omissions, breach of this Agreement, or breach of Purchaser’s representations and warranties made herein.

(b) On the date of the contracted performance and through completion of Artist’s load-out, Purchaser agrees to provide comprehensive general liability insurance (including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of Artist’s performance, the installation and/or operation of the equipment and instruments provided by Purchaser and/or its employees, contractors, and agents). Such liability insurance shall be in the amount required for the venue, but shall in no case have a limit of under One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Purchaser agrees to name each member of **AWAKEN – THE MUSIC OF YES** as additional insured on above mentioned insurance policy. Purchaser also agrees to provide workers’ compensation insurance covering all of Purchaser’s employees and third-party contractors. Purchaser further agrees to provide all risk insurance coverage for all equipment provided by producer and/or its employees or contractors against fire, vandalizing, theft, or any other event causing loss or damage to said equipment. Purchaser further agrees to obtain, at his expense, all licenses, permits, certificates of insurance, and/or any other approvals required by any entity with jurisdiction or authority over or with respect to this engagement and will cause copies of such policies to be delivered to Panzyler Entertainment at least fourteen (14) days prior to engagement.

17. INDEPENDENT CONTRACTOR

It is agreed that Artist and Purchaser each signs this Agreement as an independent contractor and not as employee of the other. This contract shall not in any way be construed so as to create a partnership, employer/employee relationship, or joint venture between the parties, nor shall Artist for any reason by its signature hereof be held liable in whole or in part for any obligation of Purchaser or which may be incurred by Purchaser in its carrying out any of the provisions hereof or otherwise.

18. SICKNESS / ACCIDENT / FORCE MAJEURE

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, pandemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a “Force Majeure Occurrence”), it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party’s obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. Notwithstanding the foregoing, if Artist’s performance is prevented by a Force Majeure Occurrence, but Artist is present, willing, and able to render its services in accordance with the terms hereof, then Purchaser shall pay Artist the full amount of the Artist Guarantee. The parties acknowledge and agree that a virus outbreak in an area in close proximity to the performance venue shall not in and of itself be deemed a Force



Majeure Occurrence, unless the US Department of Health and Human Services officially declares the virus to be an epidemic affecting the particular state in which the performance is scheduled to take place.

19. PAYMENTS AND DEPOSITS

Any deposit referred to in this contract is non-refundable except as applied in clause 18 of this rider. All payments on day of show **MUST** be made in CASH, COMPANY, or CERTIFIED check made payable to **Seaside Music Management Inc.** and given to **Ron Alonso** only.

In the event that compensation payable to Artist hereunder is measured in whole or part by a percentage of receipts, Artist shall have the right to set a limit to the number of free admissions authorized by Purchaser. If Purchaser is unable to accurately determine the number of persons admitted free, Purchaser agrees to accept as binding a reasonable estimate made by Artist's representative. Furthermore, Purchaser agrees that at no time will the number of free admissions be in excess of 50 people.

20. CANCELLATION

Unless stipulated by the parties to the contrary, in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability by giving Purchaser written notice thereof at least forty five (45) days prior to the date of performance. In the event that Purchaser cancels the engagement less than forty five (45) days prior to date of engagement, Purchaser agrees to pay Artist the full guaranteed amount (100%) on face of contract. If Purchaser cancels the engagement more than forty five (45) days prior to date of engagement, Purchaser agrees to pay Artist one half (50%) of contracted amount. Artist shall have the right to terminate this Agreement without liability to Purchaser if Purchaser fails to sign and return the Agreement within ten (10) days of Purchaser's receipt thereof.

21. REFUNDS

Purchaser agrees that ALL TICKET SALES ARE FINAL, with the exception of a cancellation or rescheduled date. No ticket refunds shall be issued unless the date of the engagement changes.

22. PURCHASER'S LIABILITY AND LEGAL AGE

The persons executing this Agreement on Purchaser's behalf warrants their authority to do so, and such person hereby personally assumes liability for the payment of all compensation hereunder and the performance of all Purchaser's obligations hereunder. Purchaser warrants s/he has the right to enter into this contract and is of legal age.

23. ARTIST'S AUTHORIZED SIGNATURE

This contract is not binding until duly executed by Artist.

We have made every effort to keep this rider as short as possible in order to insure that all terms can be adhered to. We appreciate your cooperation and are looking forward to a successful show.

AGREED AND ACCEPTED:

PURCHASER

DATE

ARTIST REPRESENTATIVE

DATE



TECHNICAL SPECIFICATIONS

1. STAGING SIZING AND NEEDS

- a. The Stage: The stage is to be a sturdy, single level platform, at a minimum of 28'W x 18'D x 2'H.
- b. Drum Riser: A carpeted drum riser, 10'x10' minimum, 8'x12' preferred, is recommended at center stage.
- c. Obstructions: The stage is to be free of encumbrances when the crew arrives for load in. Band's gear will take priority over other acts, décor, podiums, etc. Any delay in starting performance time due to staging issues is the sole responsibility of the Purchaser.
- d. Outside stages: The Purchaser shall provide a protective & structurally sound stage covering to ensure equipment remains dry and undamaged from weather conditions. The Purchaser shall also have made available adequate amounts of plastic covering to protect all equipment and storage cases. Any damage to the equipment due to the weather is the sole responsibility of the Purchaser.

2. STAGE POWER

- a. Band's musical gear will require stage power supplying at least 5-6 20 AMP circuits @ 120v 60 Hz AC each. Please review stage plot for ideal locations.
- b. Any lights or non-band gear equipment needs to be on separate circuits to defend against noise (hum), and voltage variations. 4- 20 AMP @ 120v 60Hz circuits will be needed.
- c. Power failure, delays in performance, and/or damage to equipment or personnel is the sole responsibility of the Purchaser.

3. CASE STORAGE

- a. Storage for equipment cases is required. At least a 10'x10' area or equivalent near the stage and out of sight of the audience is required.
- b. If this is an outdoor stage, the Purchaser shall provide a covered area or adequate plastic coverings so that all equipment cases can be protected from the weather.

4. SOUND

- a. Purchaser is to provide a sound system and professional sound engineer capable of accommodating our inputs list and the requirements in this Rider. The Band does not provide their own sound system.
- b. House FOH engineer should be present at the venue upon band's arrival.
- c. Sound System must be capable of producing 110dB with peaking up to 115dB at FOH console without distortion. The sound system should be properly tuned and phase coherent prior to Band's sound check. The sound system should be able to provide even phase coherent coverage in all areas of the venue where the audience is situated. The sound system should have enough subwoofers to provide low-frequency drive suitable for a rock show. Sound System should not be compressed or limited unless in a way that will protect drivers from failure.
- d. Monitor System: The Band does not require any stage monitors, or monitor engineers.
- e. The Band requires a 32 Channel sound board with stereo outputs to properly perform its show. Should the venue not be able to meet this requirement, the Band must be notified in advance with the amount of available channels to compensate.
- f. Prefer sound engineer available at least three (3) hours prior to opening of doors to the public.
- g. SAVE SETTINGS: For shows where there is an opening act, the venue shall have the ability via digital board, or sufficient channels, to separately connect, or digitally save all FOH from sound check for the Band so that once the opening act is complete, there is no adjustment needed to FOH and the Band can comfortably perform the show from song one.
- h. Any pre/post show music should be in the theme of progressive rock of the 70s/80s (ie: Pink Floyd, Jethro Tull, Genesis, Led Zeppelin). No YES, please.

5. VIDEO AND PRE-SHOW MUSIC

- a. The Band drives a video show along with the live musical performance. The video is provided on a typical thumbdrive.
- b. The Band's "Pre Show" consists of 15 minutes of music and 15 minutes of cartoons provided on the aforementioned thumbdrive. Specific instructions will be given in writing to the House Engineer upon the band's arrival.

Please let us know what video & projection / screen options you offer as part of your response to this rider in advance of the show.



I/O TAILS OUT

- 1 Kick
- 2 Snare
- 3 Tom Right
- 4 Toms Left
- 5 High Hat
- 6 Ride
- 7 Cymbals LT
- 8 Cymbals RT
- 9 Misc Percussion
- 10 Bass Pedals
- 11 Bass LT
- 12 Bass RT
- 13 Guitar LT
- 14 Guitar RT
- 15 Ron Guitar LT
- 16 Ron Guitar RT
- 17 Keys LT
- 18 Keys RT
- 19 Pre Recorded Drums Left
- 20 Pre Recorded Drums Right
- 21 Pre Recorded Vox
- 22 CLICK (does not go to FOH)
- 23 _____
- 24 _____
- 25 FOH INTRO MUSIC LT
- 26 FOH INTRO MUSIC RT
- 27 Talk Back
- 28 VOCODER
- 29 LEAD VOX
- 30 BASS VOX
- 31 KEYS VOX
- 32 DRUM VOX

OUTPUTS AUX

- 1/2 Ron
- 3/4 Ray
- 5/6 Joe
- 7/8 Dan
- 9/10 Frank
- 11/12 BLANK
- 13 BLANK
- 14 BLANK
- 15 BLANK
- 16 BLANK

MAIN

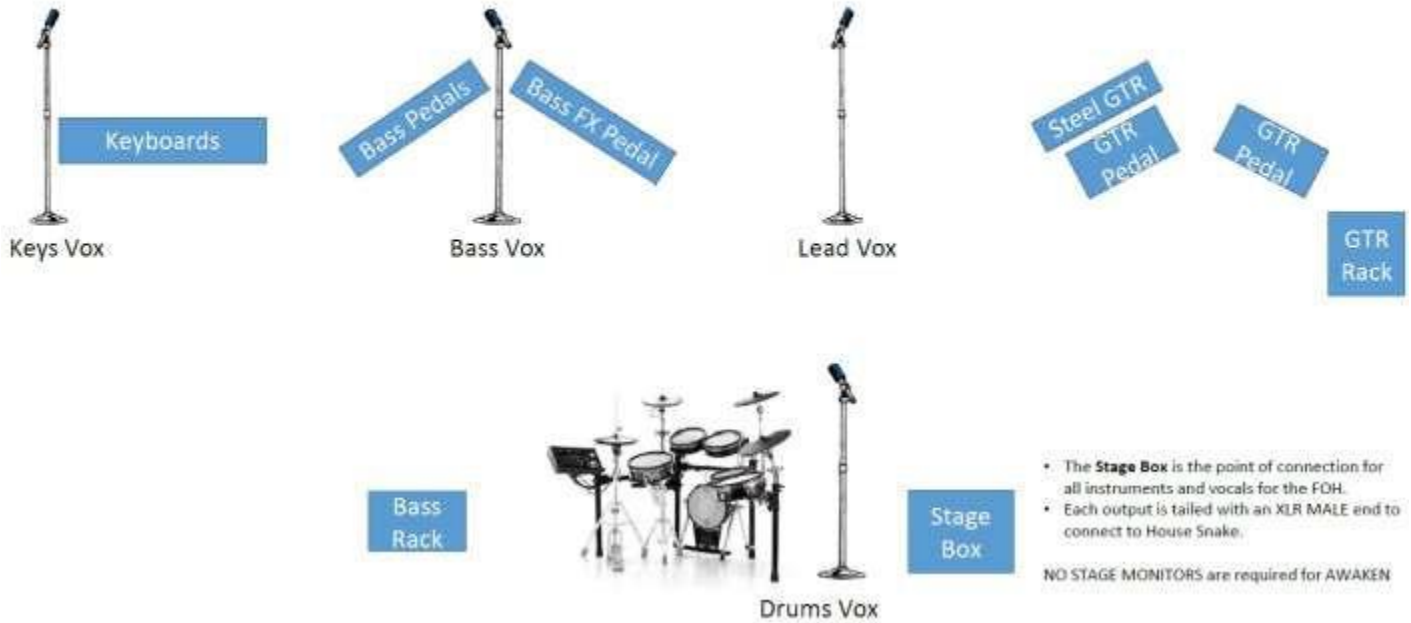
- Right FOH MIX RT
- Left FOH MIX LT

**Wi-Fi: Awakentheband
 Password: Awakentheband
 Version: 120523**

Awaken

The Music of YES

Awaken



- The **Stage Box** is the point of connection for all instruments and vocals for the FOH.
- Each output is tailed with an XLR MALE end to connect to House Snake.

NO STAGE MONITORS are required for AWAKEN