

PRODUCTION RIDER

RIDER TO CONTRACT DATED _____ BETWEEN **THE CLOTHESLINE MUSE**
(HEREINAFTER CALLED AION PRODUCTIONS) AND _____
(HEREINAFTER CALLED THE PROMOTER).

1. **Coverage & Effect:** This Rider shall be deemed incorporated in and a part of the Agreement referred to above. No changes in this Agreement or Rider shall be effective unless acknowledged by Aion Productions in writing. If Promoter permits Aion Productions to perform the engagement to which this Agreement relates, Promoter shall be deemed to have consented to the terms hereof without alteration except as may be otherwise agreed to in writing.

In the event of a breach by the Promoter of any of the provisions set forth herein, the Aion Productions may cancel the performance, without any further liability to the Promoter and in addition to any other available remedies hereunder, the Aion Productions may retain any deposits received and the Promoter shall be required to pay the full contract price hereunder. In the event of any conflict, the terms of the Rider shall prevail.

2. **Billing:** Aion Productions shall only be referred to as **THE CLOTHESLINE MUSE** [100%] in advertising.

3. **Rights:** (a) The Promoter shall have the right to use the name, and approved pictures and photographs of the Aion Productions solely for the promotion of the performance hereunder. **Aion Productions** shall not be used directly or indirectly to sponsor or be tied in with any commercial product, company or service including any newspaper, magazine, radio or television station, nor shall there be a sign, banner, or notice of any kind on or near the stage at any time during the performance, advertising any commercial product, company or service without prior written consent of Aion Productions.

(b) Aion Productions and its designees shall have the right, without charge by Promoter or the performance hall, to record, film or tape in any manner whatsoever any performance (or any portion thereof) during this engagement. Promoters shall have absolutely no interest or rights of any kind whatsoever in or to any such recording, film, tape or other reproduction of any performance rendered during this engagement. In addition, Promoter may not record, film or tape any portion of performance without prior written consent.

(c) A Representative of the Aion Productions shall have the right to be present in the box office prior to and during the performance and intermission periods and such representative shall be given full access to all box office sales and gate receipts (and the expenditures if required) at each performance hereunder.

(d) Aion Productions shall have sole control over all creative elements of engagement including but not limited to material selection, lighting and sound direction.

4. **Cancellation:** In the event of riot or civil disorder that would tend to damage or endanger the property or personal safety of any member of the Aion Productions, the Aion Productions shall have the right to cancel the engagement without liability and receive payment in full. Purchaser agrees that Aion Productions may cancel engagement hereunder by giving Purchaser written notice mailed to the address set forth in the Agreement at least sixty (60) days prior to the commencement date of the engagement provided Aion Productions should be called upon to furnish his services in connection with a motion picture, television program, stage play, Nevada or Atlantic City or foreign concert tour, and if Aion Productions, in Aion Productions's sole discretion, determines that the engagement might conflict with such other engagement, or with any rehearsal or preparation therefor.

5. **Facilities:** Promoter shall at his own expense provide the following (a) The Presenter agrees to provide a theater or other performance space, which is acceptable to Aion Productions. Unless otherwise arranged in advance with Aion Production's, the stage or performance area shall be 40' feet (12.19 meters) wide between legs, by 30' feet (9.14 meters) deep from plaster line to last working line set. There must be a minimum depth of 3' feet (.91 meters) between the last working line set and back wall, free of obstructions, for a crossover.

(b) The floor shall be of resilient material, preferably of sprung wood. Under no circumstances will Aion Production's perform on a floor laid directly over concrete, stone or tile. The Presenter agrees to provide a black marley dance floor, or equivalent in good condition, to cover the entire performance deck of a minimum 40'x30' dimension and black gaffers tape for laying the floor. The entire stage and backstage areas shall be swept and damp-mopped thirty minutes prior to any rehearsal of performance. The stage shall be cleared of nails, tacks, staples and other protrusions that may cause injury to dancers' bare feet. Large cracks resulting from traps or other floor deviations shall be taped or repaired in such a way as to eliminate the possibility of foot injury prior to the company's arrival.

(c) The performance space must be heated to a minimum of seventy-four (74) degrees Fahrenheit (23.3 degrees centigrade) three (3) hours prior to any performance in which dancers will participate.

(d) The Presenter agrees to provide the Company Production Manager with the following data at least two (2) months before the presentation: theater ground plan, section sight-lines, circuit plan, a list of operational sound/projection/lighting equipment with a description of the sound/projection/lighting control equipment, and a general description of the theater: type, seating arrangement and capacity, union circumstances, stage floor condition, etc

6. **Crew Requirements** (a) THE COMPANY DOES NOT CARRY A YELLOW CARD. IATSE stagehands are not required. If local rules specify their use, all necessary negotiations with the local and all expenses incurred remain solely between the Presenter and the local and will not affect the Aion Productions. Presenter agrees to obtain and pay for any and all local work permits, union fees, taxes and other local licenses that may be required for the Aion Productions to carry out the performances and residency activities covered by this agreement.

(b) **Technical Director** - The Presenter agrees to provide an English speaking Technical Director with decision-making responsibility to be present, responsible to, and accessible for consultations with the Aion Productions at all crew calls. The Technical Director shall provide access to any and all space and/or equipment to be used by the Aion Productions.

(c) All personnel must be professional caliber and thoroughly familiar with the equipment in the theater. The crew must be the same persons for both rehearsal and performance. It is essential that sound/projection/lights and soft goods be pre-hung according to the sound/projection/light plot, prior to the Aion Productions arrival. Additional crew may be necessary if these plots are not pre-hung. A staff member in charge of the performance space to provide access to any and all space and/or equipment to be used by Aion Productions and a secure space for the storage of company personal items. Please refer to attached paperwork for a complete list of tech crew needed.

(d) Presenter agrees to give the Aion Productions uninterrupted access to the performance space according to the following schedule: fourteen (14) hours 8:00am-10:00pm for load-in, lighting focus, sound install, cueing and a spacing rehearsal one day prior to first curtain; day of performance exclusive use of space twelve (12) hours prior to first curtain and throughout dates of performance. Please refer to attached paperwork for specific rehearsal/tech schedule.

(e) Presenter agrees to provide the following Performance Crew Personnel: (1) light board programmer/operator (1) sound board mixer (1) wardrobe/dresser, female (1) Qlab operator; Please refer to attached paperwork for tech crew schedule.

(f) Should Presenter fail to provide required personnel, it is agreed that Aion Productions shall have the right to hire any needed personnel as described above, to satisfy stage crew requirements. It is further understood that Aion Productions shall have the right to hire this personnel at a rate of \$15.00 per person, per hour, which will be paid by the Presenter.

(g) Under no circumstances will Aion Productions arrive, tech and perform all in one day. Technical rehearsals must take place on a different day than performance day.

7. **Production:** Aion Productions shall have first right of set-up for all instruments and properties used in the presentation. Aion Productions travels with a Technical Director/Lighting Supervisor, Production Stage Manager, and a cast of 7 (5 dancers and 2 actor singers).

(a) Aion Productions agrees to provide, at its own expense, the following:

(i) Costumes, properties, scenery and sound/projection/lighting designs for the performance.

(ii) Sustenance for all Aion Production's personnel except as requested.

(iii) Sound/projection/light plot and specific technical requirements a minimum of three (3) weeks in advance of performance.

(b) PRESENTER agrees to provide at its own expense, the following:

(i) Printing and distribution of all tickets and programs for the performance or residency.

(ii) All advertising and other printed materials related to performance.

(iii) All front of house staff, including box office personnel, ticket takers, ushers, security, janitor and other personnel as necessary for performance or residency.

(ix) The Company requires that the Presenter provide lighting equipment, stereo sound system, soft goods, a black marley-type dance floor and crew.

8. Lighting/Masking/Sound/Projection:

(a) Presenter agrees to provide lighting equipment, color media, and accessories to meet Aion Productions' requirements as specified on the light plots and accompanying paperwork. The Aion Productions plot and accompanying paperwork are usually sent out three (3) weeks before performance dates, but can be sent out earlier upon request. Presenter's Technical Director will contact Aion Productions' Technical Director/Lighting Supervisor once Presenter receives Aion Productions' plots. Minimum Aion Productions requirements are listed below. Reduction in the number of lighting instruments may be made by special agreement with the Aion Productions' Lighting Supervisor.

Lighting/Masking Requirements:

Please refer to attached paperwork (12 documents)

Sound Requirements:

Please refer to attached paperwork (3 documents)

Projector Requirements:

Please refer to projector section of attached lighting rider.

Additionally:

- Presenter agrees to provide Mac book equipped with Qlab software, including professional licensing for video, and all necessary cabling.

- Presenter agrees to provide one Video Projector, to be installed during pre-hang as outlined in attached lighting rider.

- Projector will be at least 9000 lumen capacity, or enough power to throw a bright, clear, and vivid image from the projector location (as outlined on lighting plot) to the back wall of the stage

Communications Requirements:

Aion Productions relies on the theater's intercom system for the communication between the Company Production Manager and the stagehand during cueing and performance. In tech and show mode, the Presenter agrees to provide an intercom system between stage left, stage right, sound operator, light board operator, main curtain operator, dressing rooms, green room, house manager, and an in-house position for the lighting supervisor. Aion Productions' Production Manager, whose station is TBA, will decide her calling station upon arrival at the theater.

9. **Aion Productions' Tech Schedule - Subject to change**

Simple schedule breakdown below. For specific times please refer to the attached paperwork regarding tech schedule:

2 days prior to performance: Lights/Projection/Sound plot hang as outlined in attached paperwork.

1 day prior to performance: Tech with Aion crew/cast

Day of performance: Additional tech - TBA/Running Crew with Aion crew called 90 minutes prior to curtain.

10. **Hospitality** The Promoter will provide: (a) At sound check uncut fresh fruit, potato chips and a minimum of eight (1 liter) bottles of Evian (or other) mineral water, ice, juice, hot coffee, hot herbal tea.

(b) At least one hour before the starting time of the engagement hot meal, food and beverage (no fast food!), the specifics of meal to be addressed with the Aion Productions's representative; chicken, fish (no beef or pork), baked or broiled; salad; bread and butter; hot tea, hot coffee, appropriate condiments, milk and cream, sugar and sugar substitutes.

(c) Promoter will provide iron and ironing board for Aion Productions's use at the venue.

11. **Security:** (a) Promoter is to be responsible for safety of Aion Productions against loss or injury due to lack of protection backstage, on-stage and in the auditorium and/or on the property of the venue. Promoter is also responsible for all security with respect to on-stage equipment, and vehicles belonging to the Aion Productions, with enough parking facilities always available. Protection shall commence upon pick-up of Aion Productions, its equipment and personnel at the airport and shall be maintained at the facility or on the property of the venue and shall continue until all equipment and personnel are returned to airport.

(b) Promoter is responsible for providing backstage passes to Aion Productions with the understanding that backstage passes will be issued only to those persons designated by Aion Productions or Aion Productions representative.

12. **Hotel Requirements:** Purchaser provides and pays for Aion Productions's hotel accommodations, such accommodations must consist of one (1) deluxe single rooms, plus EIGHT (8) single room per additional MEMBER OF PRODUCTION. Hotel provisions SHOULD include 24-hour room service (if possible) or alternative service comparable to 24-hour service, gym, kitchen or microwave oven/refrigerator, and 24-hour telephone service. It is preferable that said hotel houses a restaurant on the premises or within walking distance. Hotel accommodations are subject to approval by Aion Productions's Management.

13. **Payment:** (a) A deposit in the amount of fifty-percent (50%) of the total contract price (excluding percentages) shall be made payable to **Aion Productions** in the form of a Certified Check and should be forwarded upon the signing of the contract.

(b) Any and all moneys due to Aion Productions on the night of the performance shall be paid in Cash to **Aion Productions**, or Certified Check made payable to **Aion Productions** prior to the commencement of Aion Productions's performance, including any and all percentage overage. In the event said or further overages arise from tickets sales thereafter, payment of same will be made as aforesaid prior to conclusion of said performance.

(c) It is of the essence and fundamental to this Agreement that all of the aforesaid payments, and any other payments due Aion Productions hereunder be timely made without deduction diminution whatsoever, including, but without limitation to, claims arising under this or any other agreement between parties hereto by or against Promoter, Aion Productions, or another.

(d) This Agreement shall be construed in accordance with the laws of the State of North Carolina applicable to agreements fully performed therein. Any dispute or controversy arising out of or in connection with this Agreement shall be submitted to and determined by arbitration before a single arbitrator in the State of North Carolina under the rules then obtaining of the American Arbitration Association and judgment on any award may be entered in any court having jurisdiction.

14. **Complimentary Tickets:** (a) The Promoter may distribute no more than ten (10) complimentary tickets to the performance and the Promoter agrees to supply proper newspaper, radio and television personnel with complimentary tickets from said allotment without prior authorization from Aion Productions or Aion Productions Manager.

(b) The Promoter shall provide the Aion Productions with ten (10) complimentary tickets per show, the unused portion of which the Aion Productions's representative will release to be placed on sale on the day of the performance(s).

15. **Merchandising:** (a) Aion Productions shall have the sole and exclusive right, but not the obligation, to sell products (i.e. recording, T-shirts, souvenirs, programs, etc.) in connection with and at the performance hereunder and the receipts thereof shall belong exclusively to the Aion Productions or her assigned agent. Purchaser agrees that no other product, recordings or items identified with Aion Productions shall be sold or distributed without prior approval of Aion Productions or its assigned agent.

(b) Furnish a six-foot table in the lobby of the theater for the sale of Aion Production's promotional materials and one staff member to sell these materials.

16. **Representations & Warranties of Promoter:** Promoter represents and warrants that it is at the present time, or will be, the owner, operator of, or representative for or has or will have a valid lease (executed in its own name) upon, the place of performance on the dates and at the times set forth in the Agreement, proof of which will be given to Aion Productions upon request. No provision contained in any concert hall lease, which is inconsistent with any provision of this Rider, shall be binding on Aion Productions unless Aion Productions consents in writing thereto. The person executing the Agreement and this Rider on Promoter's behalf represents and warrants that s/he has the right to enter into and fully perform this Contract and is of legal age to enter into a binding contract.

17. **Default by Promoter:** If Promoter fails or refuses to comply with any of the material provisions contained in the Agreement and this Rider including but not limited to failing or refusing: (a) to provide any of the items or take an action required of Promoter hereunder

(b) To proceed with the presentation of the engagement which is the subject of the Agreement

(c) To make any of the payments as and when required hereunder; or if any performance is rendered impossible or unfeasible by any cause within Promoter's control or which Promoter, by the exercise of reasonable diligence, could have avoided, then in of such events

(i) Aion Productions or its Representative in Aion Productions's sole discretion, may thereupon terminate this Agreement without liability of any kind of Promoter;

(ii) Aion Productions shall have no further obligation to perform the Agreement

(iii) Aion Productions shall retain all amounts theretofore paid to it by Promoter

(iv) Promoter shall remain liable to Aion Productions for any additional compensation herein provided

(v) Aion Productions shall also be entitled to exercise all remedies then available to it at law or in equity.

18. **Anticipatory Breach:** If, on or before the date of any scheduled performance hereunder the financial standing or credit or Promoter has been impaired or is unsatisfactory, Aion Productions shall have the right to demand payment forthwith of any guaranteed compensation specified in the Agreement, and if Promoter fails or refuses to make such payment forthwith, Aion Productions shall then have the right to cancel the Agreement without liability of any kind to Promoter. In the event of such cancellation, Aion Productions shall have no further obligation to Promoter hereunder, and Aion Productions shall retain any moneys theretofore paid to it by Promoter.

19. **Force Majeure:** In the event of any illness or accident affecting Aion Productions, or if a performance or a supporting performance is rendered impossible or unfeasible by any force majeure event or any accident, fire, riot, war, civil disturbance, strike, lockout or other labor dispute, act of God, order, rule, regulation or act of any governmental authority, absence of power or other essential services, failure of technical facilities, failure or delay of transportation facilities, the parties hereto specifically agree that: (a) all of Aion Productions's obligation as to the performance(s) affected shall be deemed waived and; (b) neither party hereto shall have any claim for damages with respect to the affected performance(s).

Provided that Aion Productions is ready, willing and able to perform pursuant to the terms hereof, payment of any guaranteed compensation hereunder shall be made notwithstanding that inclement weather may render a performance impossible or unfeasible, unless contract states "RAIN OR SHINE".

20. **Indemnification:** Promoter shall indemnify and hold Aion Productions harmless from and against any and all liability, claims, demands, costs, expenses, loss and damage (including reasonable attorneys' fees) arising out of any breach of this Agreement by Promoter or in connection with any bodily injury, death, or loss of or damage to property which occurs in connection with any performance rendered or to be rendered by Aion Productions during this engagement (unless same is caused by the tortuous conduct of Aion Productions or any employee or agent of Aion Productions). Promoter represents and warrants that it presently carries property damage and liability insurance with sufficiently high limits to adequately insure against the risks assumed and the obligations undertaken by Promoter under this Paragraph.

21. **Ground Transport** - Vehicle(s) must be available to transport Aion Productions(s) and luggage from airport to hotel, hotel to place of performance, to hotel at conclusion of performance and to airport in time for Aion Productions's departure, INCLUDING BETWEEN HOTEL AND PERFORMANCE SITE DURING THE PERIOD OF ARRIVAL THROUGH PRODUCTION.

22. **Air Transportation** - Purchaser shall provide coach round-trip airfares for cast (and road manager plus staff – number to be determined in advance).

Bookings

Ed Keane
Ed Keane Associates
573 Pleasant Street
Winthrop, MA 02152
Phone: 617-846-0067
Fax: 617-846-1767
Email: ed@edkeane.com

Pam Green
PMG Arts Management LLC
721 Broad St., Suite 119
Durham, NC 27705
Phone: 919-813-6092
Fax: 919-908-8200
Email: pamart@aol.com

Agreed & Accepted:

Promoter

Aion Productions

Date

Date