

Club Contracts

by Edward (Ned) R. Hearn

Many bands get their start playing in clubs. There are several types, for example, draw clubs, clubs with walk-in trades and lounge act clubs. A club or hotel room that has been booked by a private party for a special occasion, such as a wedding, anniversary or industrial convention, etc., is called a “casual.”

The draw clubs book name acts to attract an audience. They could be national recording acts or local acts that have followings. Sometimes these clubs hire opening acts to reinforce the lead act’s draw and help ensure a full house.

The walk-in trade club depends on a regular crowd that frequents the club. It normally hires club bands that play Top 40 and maybe some original material. Lounge act clubs focus on groups that do highly polished performances of popular music (copy music). They are prevalent in major cities’ hotels, casinos and in resort areas.

As some clubs are signatories of agreements with the American Federation of Musicians (AFM), you must find out if you need to be a member of the AFM before a club can book you.

Sometimes bands or managers book their acts into clubs for showcase purposes to show the group’s talents to industry people that have promised to attend. Showcases are also used to generate enthusiasm for a group. For example, members of a Midwest group that has a huge regional following book themselves into a Los Angeles club for almost no pay to showcase for record companies, publishers or even prospective managers. Or a record

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company may fill (paper) a club when a new record is released, to generate enthusiasm for the particular group being pushed by the record company, or the club may be filled by a group's personal manager or talent agency to influence record companies into developing an interest in the group.

Approaching the Club

You should study the various kinds of clubs where you could perform and decide which best suit your act. Make presentations to clubs that most fit your style of music. It is important that you understand the reputation of the club and the makeup of the audience that is likely to enjoy your performance.

Club owners want bands that are professional and pleasing to their audiences. They want to know that the artists will work as promised, show up on time and make money for their clubs.

The more clubs you perform in and the more reliable a track record you develop, the easier the bookings should become, particularly if you show a consistent (and growing) draw.

Most club owners also expect you to have publicity materials that they can use to help promote the performance.

Some clubs have implemented a "pay-to-play" policy, by which you, as the performing artist, guarantee that a certain number of patrons (e.g., 50) will come to the club and pay to see you for some predetermined aggregate amount (e.g., \$500), which the club owner will split with you (e.g., fifty-fifty). In that example, if less than 50 friends show up and

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pay a total of \$300, the club owner will keep the first \$250 and you get the balance. If less than \$250 is generated, you have to pay the club owner the difference; hence pay to play. This approach has raised much protest and indignation by local bands and their supporters. In an area where there are many clubs in which to choose to play, boycotting a pay-to-play club may have an effective influence. In locations where the clubs are fewer in number, that tactic may not prove to be an effective remedy. You need venues in which to perform to develop your craft and your following and to get record industry attention, in which event you may have to be forced to play the game and pay.

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When dealing with clubs, you should understand that even a casual agreement to show up and play for free, to see what happens, is a contract. This section focuses on the various points you should review with the club owner in order to arrive at a performing contract. These same points are relevant for standard AFM contracts that are used when bands are booked into clubs that are affiliated with the AFM.

Remember that the contractual relationship with a club is only as good as the relationship between the club owner and the group. You should determine whether the owners of a club are people with whom you really wish to deal. Counterbalancing that, if they are not people with whom you wish to deal, but playing their club is an important milestone in the development of your band and its credibility to the music industry, then that point has to be given consideration.

BEGIN BOXED INFORMATION

A Checklist of the Important Items in a Club Contract

- Identity of the performer and club owner.
- Dates and times of the performance.
- Number of sets to be performed and the length of those sets.
- Duration of the breaks between the sets.
- Special arrangements that need to be made in terms of equipment, stage settings, space for performance, and lighting.
- Refreshments (the house policy on drinks and food).
- Setup time and the time for sound checking.
- Whether any recording or broadcasting is to take place, and who controls the product of that effort.
- The advertising image of the group to be displayed by the club.
- What happens if the gig does not take place?
- What is your compensation?

END BOXED INFORMATION

The contract with a club should be written. With an oral contract, in the event of a dispute, it is difficult to prove what terms the club owner and the band agreed to. When the contract is written the agreed-to points are documented. Rather than treating the written contract as an awesome legal document, consider it a checklist of important points that should be covered by the club owner and the group. Look at the contract as a way of clarifying the relationship between the club and you by bringing to light all of the

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issues that are important to both parties. This way, everyone will focus on those issues at the very beginning, hopefully eliminating any later surprises. Contract discussions are an indication of your professionalism to a club owner.

Compensation

Your compensation could come in a number of forms. It could be from door receipts, in which case you should determine, with the club owner, the number of tickets to be sold, the prices of those tickets and the number of freebies for the owner and the performers.

With that information, you will have some idea how much to expect based on the percentage of the door receipts you have agreed to accept. Your compensation could be a flat sum, in which case the door receipts are not a problem. Reach an agreement on the form of compensation (i.e., cash or cashier's check). The norm is cash, but insist on at least a cashier's check. Part of the money should be paid, if not at the beginning, then at least part way through the performance with the balance due, if any, immediately at the conclusion of the performance.

Sound and Lights

An audience's perception of how good a performance is often depends on the quality of sound and lights. Make sure that the club has equipment that is adequate for your needs and that the club owner understands what those needs are.

If you (or the club) wish to supplement the club's system with your own (or rented) equipment, work out the additional expense as part of your contract and arrange for a load-in time. If you are using an acoustic piano, your contract should state that it be tuned

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prior to performance. A simple performance contract is printed at the end of this chapter. Even if you do not use the contract, it is a good checklist that can be used during negotiations with the club owner.

If the club has a resident sound engineer whose job is setting up and operating the house sound reinforcement system, establish a harmonious relationship by providing a plot plan of how the stage looks when your equipment is set up. Communicate your priorities regarding sound and provide the sound person with a set list. Ask whether your sound person can sit with the club sound engineer and provide direction about the mix.

AFM Union Contracts

Certain clubs have signed collective bargaining agreements with the AFM that establish the scale and working conditions that the club must pay and provide union musicians that perform at that club, based on the amount of time they play and the number of sets they perform. Union contracts are most prevalent with hotels, pit orchestras, house bands and major clubs in large cities.

The musician members of the AFM also sign a contract with the AFM that requires its members to deal only with clubs that meet the AFM contract requirements. AFM musicians should not play in nonunion clubs for less than union scales, since to do so is a violation of the contract.

It is not uncommon for clubs that have signed with the AFM to file, with the union local, what is known as a “dummy contract” between the performer and the club by which the club commits to pay at AFM scale, but the musician and the club owner agree (verbally)

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that the musician will perform at a lower price. This is done so that the AFM will not bother the club or the musician and the musician can get the work. The net effect is, the musician gets the short end.

Another common problem is that union clubs are barred by the AFM contract from hiring nonunion musicians. There is a provision in the AFM booking contract that says, “All employees covered by this agreement must be members in good standing of the Federation.” Musicians that are engaged by the club and are not members of the union must become members of the union no later than the 30th day following the beginning of their employment or the effective date of the agreement, whichever of the two is later. Consequently, if you are not a union member when you start performing with a union club, you may find yourself in a situation where you must become a member of the union if you are going to continue to play in the club over a period of time—depending on the extent to which the AFM or the particular club enforce this provision.

Many of the points raised in the following checklist can be made a part of the AFM contract with the club.

Many smaller clubs do not sign contracts with the union and have no obligation to pay union scale. Union musicians, however, often perform in nonunion clubs on the q.t. or they file a dummy contract so the AFM can get its cut. If you are a union member and, on performing in a nonunion club, elect to file a dummy contract with the AFM, it means you or the club owner must submit a payment to the union for its fees on the performance. Since the club owner is not union, it is highly unlikely that the club will make that payment, which leaves it up to you to pay it from your fees, or build that cost

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into your fees to the club for performing. Most union members in that situation, especially outside of the major cities, just try to “fly below radar” and not pay, and hope it does not become an issue. The majority of times it does not, but there are occasional exceptions when it does and that may result in having to pay a fine to the relevant union chapter.

When a club has no contract with the AFM the only leverage union musicians have is to refuse to perform in that club unless union scale is paid. The economic realities of the business, however, are such that musicians frequently have no bargaining power to force clubs to pay union scale. Generally, musicians are glad to get any kind of work regardless of pay scale.

BEGIN BOXED INFORMATION

Other Points That Should Be Considered in Your Relationship with a Club That Uses the AFM Contract

- The wage should be at least union minimum scale. Consider the costs that have to be paid from that wage, such as sound system, special instruments and lighting.
- The customary union procedure is to pay half of the agreed-to wages in advance of the engagement and the remaining amount prior to the performance on the evening of the engagement. The AFM may demand that the entire amount be paid in advance or that a bond be posted.
- The union contract gives the club owner complete control, supervision and direction over the musicians, including the manner, means and details of the performance. This is

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more often than not a matter of bargaining power and the more popular the group, the less power the owner has over the group. As a practical matter, most club owners prefer not to be involved in decisions about a group's performance or the kind of materials to be performed. Presumably, if you have properly identified your style, the club owner has decided that you are the kind of act desired and is expecting that kind of performance.

- Any disputes between the club owner and the musician under a union contract are, usually, resolved by an AFM arbitration proceeding and the results can be enforced by a court.

- If the performance is to be recorded or broadcast, the contract requires AFM approval. The AFM may demand additional compensation for the musicians in that event. At the same time, the club owner may insist on additional compensation for use of the club if the performance is to be recorded by a record company or broadcast over a radio station. These are points that should be negotiated in advance.

END BOXED INFORMATION

Who Signs the Contract?

As a practical matter, one of the members of the group should be given authority to sign on behalf of all of the members of the group. Performing groups are, for all practical purposes, partnerships (unless its members have incorporated the business or formed an LLC) and one partner has the power to bind the other partners. Sometimes, a manager will be authorized to sign contracts on behalf of a group, although managers are better advised not to sign performance contracts if the state in which the band or manager is

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based requires talent agents to be licensed, as is the case in California. (See the chapter, Talent Agencies.) The extent of that authority depends on the agreements reached between the manager and the group and is another point to be considered carefully.

Taxes

Remember your tax obligations on your compensation. Generally, club owners will treat you as an independent contractor and you will be responsible for your own federal income tax and social security payment as well as any state, unemployment or workman's compensation insurance that must be paid. The IRS may impose the responsibility on the club owner for withholding if it determines that there was an employer/employee relationship, but you should take responsibility for setting aside a portion of your payment so that you can pay the IRS when the time comes.

When the Club Does Not Pay You

If the club owner owes you money and the owner refuses to pay, you have recourse to the courts (and to your AFM local if it is a union club). Going to court, however, can be an expensive proposition and is not one to be pursued lightly. California law provides that if the claim is no more than \$5000 or if you are willing to limit your claim to that amount, you can bring your own action in the small claims court in the county where you reside or where the club is located. Generally, you have to file the small claims action in the jurisdiction where the club is located, which can be an aggregation of time and further expense if you do not live in the same area. While you can try to file in your local court, if the club has no presence in that area, e.g., it does not advertise in the area or promote events with other promoters located in your area, it will be difficult to get jurisdiction

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over the club's owner. The owner could move to dismiss the case or move to transfer the case to a court in the club's jurisdiction or if you get a default judgment, challenge its enforceability for lack of jurisdiction. Less than reputable club owners can rely on this distant location situation as a way to avoid the obligation to pay you. The small claims court procedure requires you to go to the county clerk for your local court system and pay a small fee for filing, stamping and serving the complaint. The sheriff then serves the complaint on the defendant, which sets forth a date, time and place for a hearing. The defendant can file a counterclaim within 48 hours of the hearing, but it has to be verified or sworn to. (Your complaint does not have to be sworn to.) At the appointed date, time and place, both parties must appear at the court and explain their stories to the judge. The judge can then order the club to pay you. If the judge does rule in your favor, the club owner can appeal to a higher level court. If you lose, you cannot appeal, and that is the end of the case. Similar small claims procedures are in effect in most states.

Conclusion

Making arrangements for performing in clubs deserves special consideration and planning. You should keep in mind that your ability to get gigs will be enhanced by getting your business act together.

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Performance Agreement

Agreement made as of _____, 20____, between the parties identified below.

In consideration for the following covenants, conditions and promises, the Purchaser agrees to hire the Artist to perform an engagement and the Artist agrees to provide such performance services, under the following terms and conditions:

1. Artist

2. Purchaser

3. Place of engagement

Name

Street Address

City, State, Zip

Telephone

4. The dates, time, duration of show and sound check time are as follows:

Dates _____ Time _____ AM/PM

Number of Sets _____ Duration of Each Set _____

Sound Check Time _____

5. The consideration to be paid shall be

(a) Guaranteed Fee of \$ _____

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- (b) Percentage _____ (gross/net of door)
- (c) Workshop Fee of \$ _____
- (d) Meals/Lodging _____
- (e) Transportation _____
 - (i) Air _____
 - (ii) Ground _____
- (f) Materials _____
- (g) Total _____
- (h) Advance Payment of \$ _____ due on _____ (Date)
- (i) Balance of Payment of \$ _____ due on _____ (Date)

6. Further consideration to Artist by Purchaser is provided in the Rider of Additional Terms attached to this Agreement.

7. Sound and/or lighting equipment to be provided by Purchaser shall be as described in the separate Sound Reinforcement and Lighting Agreement.

8. This Agreement and the attached Riders and Sound Reinforcement and Lighting Agreement, which by this reference are incorporated into and made a part of this Agreement, constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written. There are no warranties, representations, and/or agreements among the parties in connection with the subject matter of this Agreement, except as specifically set forth and referenced in this Agreement and the attached Riders. This Agreement shall be governed by [insert your State's name] law; is binding and valid only when signed by the

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parties below; and may be modified only in a writing signed by the parties. If Artist has not received the deposit in the amount and at the time specified in subsection 5(h), then Artist thereafter at anytime shall have the option to terminate this Agreement.

9. The persons signing this Agreement on behalf of Artist and Purchaser each have the authority to bind their respective principals.

10. If you have any questions, please contact our home office at

AGREED TO AND ACCEPTED

Purchaser

Artist

By

Date

By

Date

Name and Title (an authorized signatory)

Name and Title (an authorized signatory)

Federal I.D./SS#

Federal I.D./SS#

Performance Agreement Rider *

1. Billing

Artist shall receive one hundred percent (100%) sole exclusive billing in any and all advertising and publicity when appearing as the sole act. When Artist is accompanied by other musicians, Artist shall receive prominent billing and shall close the show at each performance during the engagement unless specifically provided otherwise. When

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headlining, Artist shall have the right of approval of any and all other acts in the show, their set times, and set lengths.

2. Payment

All payments provided hereunder shall be made by Money Order, Cash, Cashier's, Certified or School Check, made out to _____ unless otherwise specified.

When a percentage figure is made a part of this Agreement, the Purchaser agrees to have on hand at the end of the engagement the ticket manifest and all unsold tickets for verification by Artist or Artist's representative.

(a) If the Artist is paid according to a percentage of the gross admissions, the following applies:

(i) Purchaser must have all tickets printed by a bonded printer.

(ii) All tickets must be consecutively numbered.

(iii) Each set of tickets for a given price, and, if more than one performance is contemplated, each set of tickets for each performance must be printed on a ticket stock of contrasting color.

(iv) A bonded printer's manifest showing number, color and price of all tickets printed for the performance must be available for inspection by Artist's representative on afternoon of concert.

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(v) All gross admission receipts shall be computed on the actual full admission price provided on each ticket, and, in the absence of prior written agreement by Artist, no tickets shall be offered or sold at a discount or a premium.

(vi) A representative of the Artist 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 shall otherwise be permitted to reasonably satisfy himself as to the gross receipts (and expenditures if required) at each performance hereunder.

(b) Purchaser warrants that tickets for the engagement will be scaled in the following prices:

_____ tickets at _____ dollars.

_____ tickets at _____ dollars.

_____ tickets at _____ dollars.

If the scale of prices shall be varied in any respect, the percentage compensation payable to Artist shall be based upon whichever of the following is more favorable to Artist: the scale of prices as set forth above or the actual scale of prices in effect for the engagement.

(c) In the event that compensation payable to Artist hereunder is measured in whole or in part by a percentage of receipts, Artist shall have the right to set a limit on the number of free admissions authorized by Purchaser.

3. Withholding

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If Purchaser is required by state or local law to make any withholding or deduction from the Artist fee specified in the attached contract, the Purchaser shall furnish to Artist a copy of the pertinent law governing said deduction when returning the Agreement to Artist or Artist's agent.

4. Limitations on Recording

No performance during the engagement shall be recorded, copied, reproduced, transmitted or disseminated in or from the premises in any manner or by any means now known or later developed, including audio and video, without the prior written permission of Artist.

5. Publicity Photographs

Only photographs sent to the Purchaser by Artist or Artist's representative shall be used in publicizing the engagement.

6. Dressing Room

Purchaser shall provide one (1) clean, lockable dressing room. Purchaser agrees to be solely responsible for the security of all items in the dressing room area and shall keep unauthorized people from entering said area.

7. Artist's Property

Purchaser shall be responsible for any theft or damage to the equipment of Artist that may occur during the time that the equipment is located on Purchaser's premises.

8. Security

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Purchaser will make a diligent effort during the performance to maintain a quiet listening audience. Audience shall be seated prior to the performance. Purchaser is responsible for the conduct of its audience and shall provide adequate supervision of minors attending the performance. Any damage resulting from activities of the audience shall be the responsibility of Purchaser.

9. Complimentary Tickets

Purchaser agrees to make (_____) complimentary tickets available to Artist or Artist's representative, the unused portion of which may be placed on sale the day of performance with the permission of Artist or Artist's representative.

10. Backstage Access

Purchaser shall provide (_____) backstage passes for Artist on Artist's arrival at venue.

11. Merchandising

Artist shall have the option to sell albums, videos, books and/or merchandising material at the performance and shall retain the proceeds of such sales.

(a) Artist has sole right to merchandise any and all products pertaining to Artist at no expense to the Artist, excluding normal hall and vending fees agreed upon in advance by Artist in writing. Purchaser will not, nor will Purchaser allow any other party to sell or distribute merchandise bearing name, likeness or logo of Artist, before, during or after concert date.

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- (b) Purchaser will provide at its expense, (____) persons to sell Artist's products.
- (c) Purchaser will provide the following equipment for merchandising:
- (i) One (1) cash box with fifty dollars (\$50.00) starting change (ones and fives).
 - (ii) Six-foot (6') table (to hold records and other Artist products).
 - (iii) Two (2) chairs (for the persons selling the products).
- (d) Merchandise shall be displayed in a prominent area of the foyer or lounge leading from the facility entrance to the performance area.
- (e) Person who is to vend Artist's products shall be available from time of stage call to receive product and set up merchandise area. Artist or Artist's representative will conduct and set up merchandise area with Purchaser's designated sellers. Artist or Artist's representative will conduct inventory of merchandise prior to start of sale.
- (f) After close of show (all audience will have left the facility) the vendor will close the merchandising booth and return all unsold product and receipts from sale to Artist or Artist's representative for final accounting.
- (g) Purchaser is responsible for all product and monies from sales as signed for by the Purchaser's merchandising representative. Fifty dollars (\$50.00) starting change is to be deducted from total receipts.

12. Ground Transportation

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Unless otherwise indicated, Purchaser, at its expense, shall provide ground transportation to and from place of engagement, airport and hotel. Artist requires large station wagon or van. Please send directions to concert site from the airport, or, if mode of travel is arranged other than by automobile, please send directions (and time tables) from airport, train station, etc., to hotel, then from hotel to concert site. Copies of highlighted street maps are very much appreciated.

13. Food

Food and beverages appropriate for time of day for (_____) people shall be provided by Purchaser.

14. Lodging

If Purchaser is to provide lodging, it shall be at a hotel of Holiday Inn quality or better, four (4) quiet, nonsmoking rooms, in the vicinity of the venue, away from highway noise, with king-size beds in each room.

15. Outdoor Venue

In the event the engagement is outdoors, there must be a covering over the stage area that will protect the Artist and equipment from the elements.

16. Seating

House lights should be dimmed starting ten (10) minutes before the start of the concert to facilitate audience being seated on time.

17. Background Music

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No background music, taped or otherwise, is to be played before the start of or after the concert without the approval of the Artist, unless the music is from Artist's albums.

18. Stage

Stage must be accessible to performers in a manner other than through the audience.

Stage and curtains must be in clean, good condition. Whenever possible, stage should be no further than fifteen feet (15') from the audience.

19. Promotion

Purchaser agrees to promote the scheduled performance(s) on television, radio, newspapers and other print media and will use its best efforts to obtain calendar listings, feature articles, interviews of the Artist, reviews of the performance and Artist's records in local major and alternative newspapers, radio and television programs. Purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security and advertising.

20. Clippings

As a special request, Artist asks that Purchaser please forward clippings, reviews, advertising and posters to Artist at _____. If there are any questions or suggestions, please direct them to _____.

21. Force Majeure

This agreement of Artist is subject to the unavailability of Artist because of sickness, accidents, riots, strikes, acts of God or other conditions beyond Artist's control.

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22. Cancellation

In the event Purchaser cancels the performance for any reason less than five (5) weeks before the date of such performance, Purchaser will pay Artist, as liquidated damages, one-half (1/2) of the guaranteed fee agreed to be paid for such performance in subsection 5(a). In the event Purchaser cancels the performance for any reason less than two (2) weeks before the date of such performance, Purchaser will pay Artist, as liquidated damages, the full guaranteed fee agreed to be paid for such performance, unless Artist subsequently agrees in writing to waive all or any part of that payment.

23. Attorneys' Fees

In the event of any dispute arising under this Agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorneys' fees and costs by the losing party.

24. Insurance

Purchaser agrees to obtain any and all necessary personal injury and property damage liability insurance with respect to the activities of Artist on the premises of Purchaser or at such other location where Purchaser directs Artist to perform. Purchaser agrees to indemnify and hold Artist harmless from any and all claims, liabilities, damages, and expenses for injury, damages, or death to any person, persons, or property, including attorneys' fees, demands, suits, or costs of whatever nature, arising from any action, activity or omission of Purchaser or third parties, except for claims arising from Artist's willful misconduct or gross negligence. At least ten (10) days prior to the date of

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performance, Purchaser shall provide to Artist a copy of Purchaser's policy of insurance indicating coverage in the sum of at least _____ dollars for personal injury and property damage, naming Artist as an additional insured for the date of the performance.

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Sound Reinforcement Rider

This Rider for Sound Reinforcement Services is entered into as of _____, 20____,
between the parties identified below.

1. Name of Purchaser _____

Purchaser Address

City/State/Zip

Telephone

2. Name of Artist _____

3. Place of Engagement _____

4. Date of Event _____

5. Number of Sets and Duration _____

6. Type of Event _____

7. Maximum Audience Expected _____

8. Load-in

Hall is available for load-in and set up at (time) _____ (date) _____

(a) Purchaser agrees to provide a safe and proper 20-foot "A" type ladder (with wheels),
at time of load-in and until all of Artist's equipment has been removed from venue.

(b) Purchaser agrees to provide (_____) number of drum risers at a height of

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(_____) above the stage floor.

(c) Ladder and drum risers are to be in place at time of load-in.

9. Sound Check

Hall is available for sound check at (time) _____ (date) _____

(a) Artist requires a (_____) hour sound check and technical setup period.

Purchaser shall not allow the audience to enter the place of performance until such time as sound check and technical setup has been completed. Artist shall complete the setup and sound check (_____) hour(s) prior to the time of performance, provided that Purchaser makes the place of performance available for said setup at least (_____) hours prior to time of performance.

10. Sound System

Purchaser agrees to provide a complete sound system consisting of—

(_____) Number of amplifiers at (_____) kilowatts of power

(_____) Number of main house speakers

(_____) Number of monitor speakers

A main mixing board with (_____) number of input channels

A monitor mixing board with (_____) number of input channels

(_____) Number of microphones and stands

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Other special equipment _____

Any alterations or deviations from the above items involving extra cost of equipment or labor or substitutions of equipment, are subject to written agreement.

11. Personnel

Purchaser agrees to provide the following personnel to operate the equipment:

12. Power

Purchaser agrees to provide at least _____ amps single phase and _____ volts of power.

13. Speaker Space

Purchaser agrees to provide adequate space for placement of loudspeakers. The space needed for the speakers will be _____ feet by _____ feet. This area must be capable of supporting the weight (_____ lbs.) of the speakers safely.

14. Mixing Platform

Purchaser agrees to provide a safe platform or space in the audience within 50 to 100 feet of the stage in order to set up mixers to mix the sound for the show. Platform or area should be _____ feet by _____ feet.

15. Security

Purchaser agrees to hire adequate security for stage area and accepts full liability for any stolen articles and/or destruction of Artist's equipment.

BEGIN BOXED INFORMATION

Sample of Specifications for Sound Requirements

(Sound Reinforcement Rider, Clause 10).

(a) Purchaser shall provide a minimum of ten (10) high-quality monitor speakers. These monitor speakers shall be capable of providing at least 120 dB of clear, undistorted sound between 100 and 10,000 cycles per second (plus or minus 4 dB) at a distance of ten (10) feet. The monitor speakers shall be placed as follows:

3–stage center

1–down stage left

1–up stage right

2–monitors behind drummer

1–monitor behind keyboards

2–side fill monitors

(b) There shall be a minimum of ten (10) boom stands, six (6) short stands, two (2) gooseneck-type attachments and ten (10) regular stands for the microphones.

(c) If the performance area of the engagement is outdoors or semioutdoors, all microphones shall be covered with filter windscreens.

(d) Purchaser further agrees to provide a six- (6-) station intercom hookup between the following areas:

stage right or left

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both spot lights

sound console

monitor mixer console

dimmer board

house lights and curtain

All intercoms are to be headphone type with microphone and two earpieces.

END BOXED INFORMATION