

CONTRACT RIDER – THE DIAMONDS

THIS CONTRACT RIDER, ALONG WITH THE TECHNICAL RIDER AND STAGE PLOT, IS HEREBY ATTACHED TO AND MADE A PART OF THE CONTRACT, DATED _____, _____, BETWEEN DIAMOND PRODUCTIONS INC. (HEREINAFTER “DIAMOND”), AND _____, (HEREINAFTER “BUYER”).

BUYER TO PROVIDE THE FOLLOWING TO DIAMOND AT NO COST OR EXPENSE.

1. **LIMIT OF LIABILITY:**

DIAMOND shall be under no liability for failure to appear or perform in the event that such failure is caused by or is due to the physical disability of any or all **DIAMOND**' members, acts or regulations of public authorities, labor difficulties, civil tumult, strike epidemic interruption or delay of transportation service, or any other cause beyond the control of **DIAMOND**.

2. **FAILURE TO PERFORM:**

In the event **DIAMOND** fails to perform due to inclement weather, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic interruption or delay of transportation service, or any other cause beyond the control of **DIAMOND**, and **DIAMOND** has made every reasonable effort to be present and ready to perform, **DIAMOND** shall be paid in full.

3. **DRESSING ROOMS:**

BUYER agrees to furnish and provide a clean and secure dressing area, with toilet facilities, near the stage. The dressing area should contain a clothes rack or closet for hanging eight men's suits and at least twelve (12) bottled waters for drinking before and during the performance. If the performance is in a hotel, and rooms are provided at the same hotel, the individual hotel rooms can be substituted for the dressing rooms. Water will still need to be provided at the stage area.

4. **RECORDING:**

No radio, television, audio or video recording, or transmitting devices may be used during the performance(s) in any manner or form in the building, or area, in which the rehearsals will be held or performance(s) will be given without the express written consent of **DIAMOND**.

5. **CATERING REQUIREMENTS:**

The following drinks and food, for six people, shall be provided to **DIAMOND**, at **BUYER'S** sole cost and expense, at approximately 90 minutes before the start of the performance:

INITIALS: _____
Artist BUYER

Twelve (12) bottles of spring water (non-carbonated), cold soft drinks (Coke/Pepsi, Diet Coke/Pepsi, 7-up/Diet 7-up) and ice. **BUYER** has four (4) options for providing food to **DIAMOND**:

- a) A hot meal consisting of beef, pork, fish or baked chicken (at least 2 meals of chicken or fish), salad and appropriate side dishes can be brought in. Included should be utensils, cups, napkins and condiments.
- b) If the event for which **DIAMOND** is hired involves a dinner, that dinner can be substituted for the above.
- c) If the event for which **DIAMOND** is hired is at a hotel, a meal in the hotel restaurant can be substituted for the above.

6. MERCHANDISE:

DIAMOND has the right to sell artist's merchandise at this engagement. **BUYER** shall insure that at least one six foot table is available in the venue lobby for use by **DIAMOND**.

7. ACCOMODATIONS:

BUYER shall provide to **DIAMOND**, at **BUYER'S** sole cost and expense, four (4) single, non-smoking, hotel rooms the day before the contracted performance and six (6) single, non-smoking, hotel rooms the day of the contracted performance. If, because of **DIAMOND'S** performance schedule, the rooms for the day before the performance are not needed, **DIAMOND** will inform **BUYER** so that the four (4) hotel rooms can be canceled. Also, based on the personnel needs of **DIAMOND**, **DIAMOND** may only need four (4) hotel rooms the day of the contracted performance. If this is the case, and only four (4) hotel rooms are needed for the day before the performance, **DIAMOND** will inform **BUYER** so that two (2) hotel rooms can be canceled. Depending on the travel schedule, and resulting lodging needs of **DIAMOND**, **DIAMOND** reserves the right to receive a monetary buy-out for either, or both nights of lodging as described above. **DIAMOND** will use that monetary buy-out to procure lodging at a location that better matches **DIAMONDS'** travel plans, e.g., close to the departure airport if **DIAMOND** has an early flight the morning following the performance. The buy-out amount will be less than or equal to, but not greater than, the amount that **BUYER** would have spent on lodging, as described above.

8. LOCAL INTERNAL GROUND TRANSPORTATION:

PURCHASER shall provide to **DIAMOND**, at **PURCHASER'S** sole cost and expense, either:

- A) Local internal ground transportation to and from the nearest major airport (to be determined by **DIAMOND'S** travel needs). This transportation will need to consist of one mini-van and one full sized car or one 15 passenger van, or,
- B) Reimbursement for two (2) full sized 4-door rental cars. These cars to be available one (1) day before the contracted performance date as well as

INITIALS: _____
Artist BUYER

the day of the performance. If, because of **DIAMOND'S** performance schedule, the cars for the day before the performance are not needed, **DIAMOND** will inform **PURCHASER** and these cars will be cancelled. For **PURCHASER'S** convenience, **DIAMOND** will make all rental car reservations, at the lowest rate available, and will present a copy of the invoice to **PURCHASER** for reimbursement before the contracted performance.

9. LIABILITY INSURANCE:

The **BUYER** hereby understands that **DIAMOND** will not be liable for any damages or injuries that may occur on the performance venue premises. The **BUYER** hereby agrees to indemnify **DIAMOND**, and hold them harmless for any accidents or injuries that may occur to persons or property, except those that are attributable to the negligence or fault of **DIAMOND**. The **BUYER** agrees to provide a minimum of one million dollars (\$1,000,000.00) in liability coverage plus casualty, fire and theft insurance coverage, at the **BUYER'S** expense, for the protection of **DIAMOND** while **DIAMOND** occupies the performance venue. Conversely, **DIAMOND** agrees to provide their own one million dollar (\$1,000,000.00) liability insurance to cover its employees and contractors.

10. ADDITIONAL DOCUMENTS:

The attached TECHNICAL RIDER, STAGE PLOT, and INFORMATION SHEET are to be considered a part of this agreement and will be initialed and signed by the **BUYER** before this agreement shall be considered completed.

11. COMPLIMENTARY TICKETS:

The **BUYER** shall supply **DIAMOND** with TEN (10) complimentary tickets per performance.

AGREED AND ACCEPTED

BUYER

DATE

ARTIST

DATE

INITIALS: _____
Artist BUYER