

KENNY CETERA'S CHICAGO EXPERIENCE

PRODUCTION RIDER

ALL CHANGES MUST BE APPROVED BY ARTIST

If any questions arising about a specific topic within the rider, please contact
Kenny Cetera at (818) 458-3758

ADVERTISEMENT / BILLING OF THE ACT

Please be sure of the correct advertisement and/or billing of the artist. While we require that you use the following legally registered name when submitting print, radio, or television advertisements, you may of course design your own graphics in a different style as long as it reads or is broadcast as follows:

KENNY CETERA'S CHICAGO EXPERIENCE

All marketing materials **MUST** come from the Artist's Production Contact Person, **NO EXCEPTIONS**. Pre-produced radio spots, color and black & white photos, as well as color and black & white camera ready logos are available to assist you in designing your advertisements. Please coordinate with the Artist's Production Person when you are ready to start your marketing campaign.

The act shall receive one hundred percent (100%) sole star billing (when headlining), or seventy five percent (75%) special guest star billing (when supporting) in any and all advertising and publicity, including but not limited to radio, newspaper and trade ads, fliers, posters, billboards and marquees.

PAYMENT

Any remaining payment due to Artist (after deposit) for performance is due and payable on day of engagement and must be paid prior to performance time, unless otherwise noted and agreed to in writing by both parties.

DRESSING ROOMS

Purchaser shall provide a minimum of two dressing areas for the Artist.

Rooms must be well lighted, equipped with lighted makeup mirrors, chairs, electrical outlets, counter tops, full length mirrors, tissues, towels, clean cups as well as access to running water and separate restroom facilities.

One (1) 6-foot (minimum) clothing rack to be available for dressing room.

One (1) clothes steamer for the Artist's use (if possible)

Purchaser will provide adequate security in all areas of the theatre building to ensure the safety and wellbeing of Artist and Artist's costumes and equipment.

STAGING

In the event that Artist's equipment, including but not limited to set, set pieces, props, Costumes, lighting and/or sound equipment must be moved from their original (show) positions during the

engagement for any reason beyond Artist's control, Purchaser shall restore those items to their original positions and to their original condition (at time of removal) prior to each performance. All backstage and onstage areas shall be made safe for Artist and Artist's personnel, including but not limited to, all electrical cabling running along the stage floor shall be safely taped down and/or carpeted to prevent tripping, and all electrical instruments hanging suspended above stage area shall have safety cable attached.

Purchaser will limit backstage access to necessary personnel only. These areas shall not be open to visitors, tours, students or friends without Artist's permission.

HOSPITALITY

Before, during and after sound check, Purchaser shall provide assorted beverages and light meals/snacks for the Artist and/or crew (please see preferred menu listing on this page).

Preferred Menu with service for eight (8):

- 1 case assorted soft drinks on ice

- 2 cases bottled water

- 1 case assorted juice on ice

- 1 deli platter with meats, cheeses, veggies with assorted dips. Please no packaged meats.

- Assorted fruits

- Fresh brewed regular and decaf coffee with sugar and half & half

- Assorted chips, bread (whole grain and white) condiments, napkins and dinnerware

- Potato chips, tortilla chips and salsa

At conclusion of sound check, Purchaser shall provide eight (8) hot, sit down meals for Artist and crew. If it is not possible to provide hot sit down meals, the Purchaser shall provide to Artist a cash buyout of \$25.00 per person at least three hours prior to show time.

MERCHANDISING

Artist shall have the sole and exclusive right, but not the obligation, to sell Artist's souvenir merchandise in connection with and at the performance hereunder, and the receipts therefrom shall belong exclusively to the Artist. Purchaser shall provide adequate space in close proximity to the stage for sale of said merchandise and one person to assist with sales.

BOX OFFICE PROVISIONS

In the event the payment to Artist shall be based in whole or in part on receipts of the performance(s), herein Purchaser agrees to deliver to Artist a certified statement of the gross receipts of each performance within two (2) hours following such performance.

In the further even that the payment of Artist's share of said performance(s) receipts is based in whole or in part upon expenses related to the engagement, Purchaser shall verified by paid receipts, canceled check or similar documents all such expenses or they shall not be included as an expense of the engagement.

Artist shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of Purchaser relating to gross receipts of this engagement only.

LODGING AND TRANSPORTATION

Purchaser shall provide eight (8) rooms at a first class quality hotel. Hotels shall be no less than AAA Four Diamond. If Artist requests, a late checkout shall be provided.

Purchaser shall provide coach class, open ended, round trip airfares and all cartage fees for Artists and equipment. Purchaser shall provide all ground transportation for Artists.

PROMOTIONS

When scheduling allows, Artist can be available to assist in promotional efforts (i.e. radio spots, meet & greets, etc.) If Purchaser wishes to take advantage of this, it must be coordinated with Production contact Person. Purchaser agrees not to commit Artist to any appearances, interviews or any type of promotion without Artist's prior written permission. Purchaser agrees that Artist's Name, KENNY CETERA'S CHICAGO EXPERIENCE, is proprietary, and Purchaser has no rights to Artist's Name. Purchaser further agrees to not use Artist's name either now or in the future for any purpose whatsoever, including but not limited to, use of our promotion of the Name in any events or engagements not contracted with Artis, without express written consent of Artists except in the promotion and marketing of this contracted engagement.

REPRODUCTION

No portion of the Artist's performance may be broadcast, photographed, recorded, filmed, taped or embodied in any form for the purpose of reproduction without Artist's prior written consent. Purchaser's request for such consent needs to be directed to the Production Contact Person. Anyone granted permission to photograph and/or or record the performance shall provide complete copies of said reproductions to the Artist at no cost to Artist.

CONTROL OF PRODUCTION

Artist shall have the sole exclusive control over the production, presentation, and performance of the engagement, including but not limited to the details, means and methods of performing and persons employed by Artist. Artist shall have sole and absolute authority in directing personnel operating all lighting and sound equipment.

SECURITY

The Purchaser shall provide both reasonable and adequate security for the Artist and the audience. If it is necessary for the Artist to pass through the audience so as to access the dressing room or the stage, Purchaser shall provide adequate security personnel to prevent unauthorized access to the stage and/or backstage area (including equipment storage area).

INSURANCE AND LIABILITY

Purchaser shall indemnify Artist, Artist's employees, contractors and all agents for all losses sustained in direct consequence of the performance of their professional services. Purchaser

shall also indemnify Artist against any and all damage occurring to Artist's equipment at the venue, including but not limited to, damage suffered due to inclement weather.

Purchaser will be responsible for and maintain public liability and property damage insurance for any claim of loss, injury or damage caused by Purchaser, Purchaser's agents, employees or patrons. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000.00).

PERMITS, LICENSES, TAXES, ETC.

Purchaser shall obtain and pay for all licenses, permits, certificates, authorizations or other approval required to be obtained from any union, guild, public authority, performing rights society or other entity properly having jurisdiction over the engagement, and shall comply with and fulfill all terms, conditions and covenants as required. Purchaser shall also pay all necessary or applicable taxes, fees, dues and the like relating to the engagement.

INTERNATIONAL BOOKINGS

In the event the performance is outside the continental limits of the United States, Purchaser agrees to procure, at Purchaser's expense, for Artist and party, the necessary visas, work permits, and other documents needed or usually obtained or required by local law or regulations, to enable Artist to provide its services as outlined in the Agreement. Purchaser will be responsible for all expenses connected with Artist's airfreight; specifically all airfares, air freighting between destinations, fees for documentation of import and export, customs clearance, terminal clearance, airport handling and transportation of Artist, Artist's party and equipment to and from the place of performance and place of lodging, etc. Purchaser shall also be responsible for and indemnify and hold Artist harmless from and against all local, municipal, and county of government taxes, fees or levies on all income earned by Artist or Artist's employees while in the country of countries covered by the contract, and indemnify and hold Artist harmless from Artist's inability to provide its services due to delays in travel, transportation, documentation requirements, customs and terminal clearance, etc., which may result from any circumstances beyond the reasonable control of the Artist.

Purchaser shall also provide and pay for, in all countries where English is not the first language, the services of a translator with excellent English skills who is familiar with the entertainment industry and with production and concert terminology and language.