

[www.aquarius68.com](http://www.aquarius68.com)

**AQUARIUS PERFORMANCE & TECHNICAL RIDER**

PERFORMANCE RIDER

All terms and provisions contained herein are integral and binding parts of The **Aquarius** Performance Agreement.

GENERAL TERMS AND CONDITIONS:

1. Date and Name of Performance:
2. Location:
3. Performance fee is **$$$$ for one performance ninety (90) minutes in length**. Start and finish time to be determined by purchaser; payable in cash, or certified or institutional check made payable to: Bob LeVine and delivered to Bob LeVine per the terms agreed to in the talent buyer’s entertainment performance contract. Any overtime beyond contracted hours, should be payable at hourly rate contracted.
4. In addition to performance fee, purchaser shall provide Aquarius with sound engineering and equipment (see attached technical rider); food and beverage; use of facilities; parking and any other amenities associated with the event.
5. Cancellation given less than 7 days prior to the event will result in loss of deposit, unless due to acts of nature, in which case, Purchaser is not responsible for compensation (above and beyond any deposit amount already forwarded to band). Any "rain date" will be negotiated and written apart from this agreement.
6. This agreement may be rescinded by either party, without cause, by submission of written notice to the other party, not less than 30 days before performance date. If **Aquarius** is rescinding party, all monies paid prior to the date of cancellation will be refunded. If Purchaser cancels within 30 days of performance, FULL compensation, including any reimbursement due **Aquarius**, will be due and payable on the date of such cancellation.
7. **Aquarius** retains the right to substitute band members and crew if necessary.
8. Purchaser should provide adequate security for personnel, covering stage, back stage, and parking areas. Purchaser is responsible for loss or damage to equipment, personnel, or vehicles due to inadequate security, or an unruly audience. Purchaser will be responsible for any insurance coverage (liability, workers' comp. etc.) naming **Aquarius** as additional insured.
9. Purchaser shall grant **Aquarius** the right to promote and sell band merchandise during show hours at the venue, and sole exclusive rights to retain 100% of revenue from, but not limited to, the sale of: t-shirts, records, tapes, CDs, DVD’s, posters, pins, hats, etc.
10. Purchaser will provide dressing area within close proximity of the stage (25 yards maximum), with the following suggested guidelines: green room for costume changes with one dressing area shared by five (5) males and another shared by one (1) female, both with mirrors included. Electrical outlets and comfortable seating for 7-10 people should be made available from load-in thru load-out in a non-smoking area.
11. Purchaser agrees to provide light snacks (e.g. fruit, nuts, chips, etc.) and a case of non-sparkling bottled water, and sodas for performances lasting less than two (2) hours). If contracted performance is two (2) hours or greater, purchases agrees to provide band with meals, including caffeinated coffee, soft drinks and water.
12. Should Purchaser record or tape all or part of Aquarius’ performance, Purchaser agrees that it may be used for promotional purposes only, and not for sale. Purchaser shall supply a copy of the unedited video and pictures to Aquarius at no cost to Aquarius.
13. Sixties music for pre-show and breaks is available if requested. If so, a CD player should be supplied by Purchaser unless other arrangements are made with **Aquarius.** Band requests that pre-show and/or break music not include song selections included in Aquarius’ performance for said venue, as stated in Setlist, which shall be provided in advance of ShowTime.
14. Aquarius’ set list is quite extensive and designed for optimum performance to be enjoyed by all. Special song requests can be honored, however, PROVIDED that they are submitted no later than four 4) weeks prior to the scheduled event. The number and selection of song requests will be negotiated and any added songs agreed upon will be performed within the setlist at the band’s discretion.
15. Stage Sharing: Should **Aquarius** share the stage with another act, DJ, awards ceremony, etc., prior to downbeat, **Aquarius’** equipment should be returned to its original position, as outlined in the band stage plot (see attached).
16. **Aquarius** requests prior notification if other musicians or DJ’s are to use band equipment (speakers, wires, microphones, drums or electricity), in which case, user shall be liable for any damages to said equipment. Under no circumstances shall **Aquarius** guitars, basses or keyboards be used by those other than the band without express permission.

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Buyers Signature Date Artist or Artist’s Rep Signature Date

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17738 Devonshire St. #4

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