

**RIDER FOR SCOTT MILLER
AND THE COMMONWEALTH**

Show Advance: Please contact Marlo Steinhauser: marlo.thatgirl@sbcglobal.net / 773-490-2624

Sound and Tech: Please contact Allen Braden: Allen213@hotmail.com / 865-696-6642

On the Road: scottmillerroadmanager@gmail.com

I. BILLING AND ARTIST'S APPROVAL

A. Artist shall receive 100% sole headline billing in all advertising and publicity, including, but not limited to, radio and television commercials, newspapers, marquees, etc. unless otherwise stated on the face of the attached contract.

B. Purchaser shall not commit Artist to any personal appearances, interviews or any other type of promotion without the prior written consent of the Artist.

C. Artist shall have approval of all acts on the show, set time, billing, equipment placement, lighting, backdrops, length of set (encore included), special effects, and any other elements. **At no time will more than one act precede Artist unless prior written permission is given by Artist.**

II. RECORDING

A. No recording, either audio or visual, may be made of Artist's performance by any method whatsoever without written consent of Artist.

III. MERCHANDISING REQUIREMENTS

A. Purchaser agrees that Artist and/or their merchandise representative shall have the sole and exclusive rights to sell at the Artist's performance: t-shirts, hats, CD's, posters, or any other souvenir items or products whatsoever containing or having inscribed thereon the name of the Artist and/or any logo, picture, Artist's likeness or sketch thereof, in connection with and at the place of engagement hereunder and the receipts therefore shall belong 100% to Artist.

IV. FINANCIAL DETAILS

A. Payment: In accordance with the terms stated on the front of this Agreement, Purchaser shall pay fifty (50%) percent of the guaranteed price upon signing this Agreement, by Purchaser, in cash or by certified check only, to Red 11 Music Agency, at least thirty (30) days prior to the engagement date. The balance shall be paid, in cash or by certified check only to ASM TOURING, prior to the show.

B. Settlement: With respect to the performance where the compensation includes or consists of a percentage of receipts, all percentages or receipts provided for herein shall be paid in full, in cash, to the representative of SCOTT MILLER prior to the performance. SCOTT MILLER shall have the unrestricted right to designate one or more of his representatives to enter the box office at any time before, during or after the engagement to examine Purchaser's box office records to verify compliance by Purchaser with its obligations set forth in the Agreement. Purchaser shall have on hand at the engagement for counting verification by the representative of SCOTT MILLER all unsold tickets.

C. Complimentary Tickets: Fifteen (15) complimentary tickets for SCOTT MILLER shall be made available. Any tickets not claimed by the artist's guests shall be released before show time to Purchaser.

V. BACKSTAGE ACCOMODATIONS

A. Parking: Purchaser shall provide one reserved parking place within a reasonable distance to load-in area.

B. Dressing Rooms: Purchaser shall provide one (1) dressing room for the exclusive use of SCOTT MILLER. Dressing rooms shall be clean, dry, well-lit, heated and/or air-conditioned.

C. Backstage Guests; No one shall be permitted in the backstage area unless accompanied by tour manager or identified by prior arrangement by venue pass.

VI. CATERING

A. On Arrival: Purchaser will provide bottled water, and fruit juice.

B. Meals: Purchaser will provide a hot, healthy, appetizing dinner (No Fast Food) for six (6) immediately following sound check or a buy out of \$15.00 per person to be paid to Tour Manager.

C. Dressing room to be provided with the following, two hours prior to show time:

- Assortment of Herbal Teas w/Honey
- Electric Kettle for boiling water
- Assortment of Raw Vegetables w/ Crackers
- Hummus of good quality Chicken Salad
- Packets of Emergen-C or Ultima Replenisher
- 1 Bottle of Red Wine (Cabernet or Pinot Noir)
- 1 Six Pack Budweiser
- 1 Six Pack 1 Liter Bottled Water
- 1 Bottle of Pellegrino Sparkling Water
- 1 Six Pack Classic Coca-Cola (Mexican Coke if available)
- 1 Bottle Cranberry Juice
- 1 Pint Quality Brand Tequila
- 3 Small Towels

VII. PRODUCTION

A. Lights; Purchaser shall provide appropriate, professional lighting system for size of venue.

B. Sound: Purchaser shall provide at his sole cost and expense a professional quality sound system (no Peavey, Carvin, Mackie, etc.) appropriate to size of venue.

- Stereo system (three--way with subs)
- Third octave equalization (pro quality)
- Minimum 24 channel front-of-house console with 4 subgroups/VCA's and channel inserts 4 gates
- 4 compressors
- 2 reverb effects processors
- 1 delay effects processor
- One on-stage monitor mix with third-octave equalization

- Microphones:
Vocals – Shure SM 58
All other Mics – SM57 or equivalent

VII. CANCELLATION: ILLNESS, FORCE MAJEURE

A. Artist may terminate this agreement if:

1. SCOTT MILLER shall die, become ill, or incapacitated for any reason.
2. In Artist’s or Artist’s representative’s judgment, performance of the engagement may directly or indirectly expose Artist or any employee of Artist or of Purchaser or any portion of the audience to danger or death or injury by any outbreak of violence, or civil strife of any kind.
3. Performance of any of Artist’s obligations shall be rendered impossible or impractical by reason of strikes, epidemics, dangerous weather conditions, national or local state of emergency, fire, or other event or condition of any kind or character; or

B. If this agreement shall be terminated for any other reasons than those referred to in section VIII. A, 1-3 above, Artist shall promptly refund to Purchaser any amount theretofore paid by Purchaser to Artist pursuant to this agreement, and Artist shall not be liable to Purchaser for any other loss damage, or expense claimed to have been suffered by Purchaser as a result of such termination.

C. If Purchaser shall violate any of its obligations set forth in this agreement or shall default with respect to any other material obligations of Purchaser set forth herein, Artist may terminate this agreement without liability of any kind to Purchaser, and Artist shall not be required to refund to Purchaser any amount theretofore paid to Artist pursuant to this Agreement.

THE ABOVE CONSTITUTES THE SOLE, COMPLETE AND BINDING AGREEMENT BETWEEN THE PARTIES HERETO.

ACCEPTED AND AGREED BY:

(Purchaser)

(Date)

(Artist Representative)

(Date)