

Pablo Cruise

2017 Rider

Contact Information

Advance:

Tom Vinci
Sound Engineer
(916) 320-4203
tomvinci@sbcglobal.net

Contact:

Cory Leros
Pablo Cruise Enterprises
P.O. Box 779
Mill Valley CA 94942
(805) 794-1692

Pablo Cruise Performance Rider

This rider to contract dated _____ between Pablo Cruise Enterprises (hereinafter referred to as "Producer") DBA Pablo Cruise (hereinafter referred to as "Artist") and _____ (hereinafter referred to as "Purchaser") for engagement(s) on _____ is part of the attached contract and thereby incorporated by reference.

To the Purchaser: all terms and conditions herein were carefully calculated to enable Pablo Cruise, and Purchaser to produce the best possible show with the least amount of difficulty.

Producer: Pablo Cruise Enterprises
 P.O. Box 779
 Mill Valley CA 94942
 Phone: (805) 794-1692 (Cory Lerios cell)
 Phone: (415) 381-0181 (Jane Brown PCE office)
 Fax: (805) 372-8385

Billing:

1. Billing:(In all forms of advertising) are to show receive 100% sole headline billing. If Artist is appearing as support to headliner, artist shall receive 75% billing.

General Provisions:

2. In all cases of conflict of interpretation or inconsistency between the provisions of this rider in terms located elsewhere in the contract, the rider terms will prevail, except as otherwise noted herein.
3. Any contract returned with this rider altered, unattached, or unsigned without prior written consent of the Artist may be deemed void at Producers election.
4. This agreement has been entered into in California and it's enforcement and interpretation Shall be governed by California law. The state and federal courts located in San Francisco County, California shall have exclusive jurisdiction over any litigation concerning this agreement and both parties irrevocably submit themselves to the personal jurisdiction of said courts.
5. Artist obligation hereunder subject to prevention or detection by reason of sickness, inability to perform, accident, failure of means of transportation, acts of God, riots, strikes, labor, disputes, any active public authority, or any cause similar or dissimilar which is beyond Artist control.
6. in the event of any failure of Producer to fill any of the terms and conditions provided herein, Artist have the election, without waiving any Artist's other rights or remedies, to cancel the engagement hereunder and Purchaser shall remain obligated to pay Artist the full specified contract fee. If Artist elects to perform notwithstanding a breach of this agreement, the performance shall not constitute a waiver of the Artist legal or equitable claims against Purchaser, or any Purchaser's obligations hereunder.
7. The contract and the rider attached thereto constitute the entire agreement of Artists and Purchaser with regard to the subject matter hereof, and there are no promises or representations

not specifically contained here. No modification or amendment of this contract or the rider Shall be deemed effective unless reflected in A written document executed by both Artist and Producer. No waiver by Artist for Producers breach of any provisions hereof shall be effective unless evidenced by a writing signed by Artist, and no such waiver shall operate as a waiver of any subsequent breach of any provision by Purchaser. In the event of litigation brought by either party to interpret or enforce any of the terms or conditions hereof these substantially prevailing party shall be entitled to recover its reasonable attorneys fees and costs in addition to any other relief available to it.

8. Advertising and Promotion:

Producer will supply all publicity and materials. Buyer will not commit Artist to personal appearances or interviews without prior written approval. **NO OTHER MATERIALS SHALL BE USED!** Purchaser shall provide Producers' road manager with a list of media use an advertisement of performance; i.e., all radio, television, newspaper and magazine. Included in this list should be all information concerning media personnel and phone numbers. This list should be submitted a minimum of one (1) week prior to the performance hereunder.

Any promotional material containing Artist's name or likeness may be used by Purchaser solely to promote the engagement hereunder and may not be sold or marketed in any way by Purchaser.

UNDER NO CIRCUMSTANCES CAN ADVERTISING BEGIN UNTIL CONTRACTS ARE SIGNED AND A FULL/APPLICABLE DEPOSIT IS RECEIVED.

9. Producer shall be allowed to perform a ninety (90+) minute plus show without interruption or intermission, such as house lights being turned on or power being shutdown. Producer shall have the right to approve other acts performing on engagement hereunder.
10. Purchaser will not permit recording or broadcast of any performance in whole or in part without prior written consent of Producer to be confirmed one (1) week prior to performance hereunder.
11. Producer shall have the sole and exclusive control over production, presentation and performance hereunder.
12. Producer shall have the right to change or augment its personnel as Producer sees fit.
13. The address, specific capacity, gross potential, starting time of show, any and all taxes and ticket price breakdown of the proposed facility where Artist is to perform under this agreement must be printed clearly on the face of the contract to which this rider is attached.
14. In the event the terms of this performance do not include a percentage agreement with Producer, potential gross as stated on the face this contract must be adhered to. In the event gross box office receipts exceed those printed in the contract, buyer must pay the Producer the difference between potential gross and actual gross.
15. Producer requires a minimum of three (3) hours for load in and sound check prior to the opening of house doors, unless other arrangements have been made no less than one (1) week prior to performance hereunder.

16. Purchaser agrees to allow Producer a guest list of no more than four (4) guests per band member or four (4) complimentary tickets of the highest price to Producer. Upon arrival, the unused portion maybe sold on the day of performance with Producers permission.

Insurance:

17. Purchaser will maintaining full force a comprehensive general liability (wall-to-wall liability coverage) insurance policy with a reputable insurance company licensed to do business in the state and country in which this engagement occurs in form acceptable to Artist which provides coverage of at least 2 million US dollars (\$2,000,000.00) for combined single limit Property Damage and Bodily Injury, including accidental death for Artist or any of Artist's agents, employees or independent contractors.
18. Purchaser warrants and represents that said insurance policy will name of Cory Lerios DBA Pablo Cruise Enterprises, band members and their authorized representative and employees as additional insured parties for the full period of this engagement, including all rehearsal and post-production periods. Certificates of insurance relating to the coverage listed above shall be furnished by Purchaser at least fourteen (14) days prior to engagement.
19. Purchaser indemnifies and agrees to defend and hold harmless Cory Lerios, band member and their authorized representatives and employees from all liability, claims, demands, actions, damages, costs and expenses (including attorneys' fees) that may arise from damage to or loss of property, or death or injury sustained by any persons because of this engagement.
20. Purchaser agrees to acquire and maintain all insurance (including, without limitation, Workmen's Compensation) required to cover its employees who were involved in the performance of its obligations pursuant to this agreement such as stage manager, stagehands, security personnel, sound and light operators, or any others deem necessary by the Purchaser.

Ticket Manifesting:

21. Purchaser agrees to furnish to the Producers representative at least two (2) weeks prior to the performance a full house seating plan and stage to scale and printer's manifest of the house (notarized, signed statement from the printer of ticketing, listing amount of tickets printed at each price). No addition or deletions of monies shall be made other than stated city taxes.
22. All tickets shall be printed by bonded ticket agency; i.e., Globe Tickets, Arcus Simplex, Ticketron.
- 23 Purchaser may not sell tickets to performance hereunder as part of a series of other concerts without written consent of Producers representative
24. All ticket shall be of one price, one stub variety. Tickets with more than one price printed on them will not be accepted: i.e., students one price and general admission a different price, printed on the same ticket.
25. Tickets sold in sections where view is limited shall be marked clearly "Limited View" on ticket.
26. With respect to counterfeit tickets, buyer is liable for any and all counterfeit tickets and Producer shall assume no financial loss on the affirmation.

27. Purchaser shall retain all ticket stubs and unsold tickets for a period of ninety (90) days from the date of performance, during which time the Producer's representative will have the right to inspect the books and records of the Purchaser with respect to percentage payments.
28. Purchaser agrees that advance tickets, when sold at a different price from general admission, will be taken off sale the day of the performance, making tickets available only at the box office for the general admission price.
29. All unsold advance tickets must be available for verification and counting by Producer's representative at least six (6) hours prior to contract performance hereunder. All other unsold tickets must be available for verification counting at least four (4) hours prior to contract performance time mentioned hereunder.
30. Producer shall be compensated in cash or cashiers check immediately prior to performance for the difference between the number of unsold tickets on hand and the number of tickets printed as shown by the ticket manifest.
31. Producer's representative will have the right to be present in the box office at all times. Final payment shall be accompanied by box office statement signed by the Purchaser.
32. Purchaser shall not close box office without giving notification to Producer's representative.
33. Purchaser agrees to distribute no more than one percent (1%) of the official house seating capacity as complimentary tickets relative to the performance hereunder, with one hundred (100) complimentary tickets being the maximum allowed. Buyer shall supply Producer's representative with a statement detailing to whom each complementary ticket was issued. All complimentary tickets shall be issued only as a fully purchased ticket.
34. In the event of a second show, no ticket will be placed on sale for performance until the first show is eighty percent (80%) sold out.

Purchasers Note: if Purchaser shall violate any of the preceding provisions it shall be deemed that Purchaser has sold all tickets and permitted standing room at the highest price for which the house is scaled and shall financially compensate Producer in full.

Production: Purchaser will provide Producer with the following at the sole expense of the Purchaser.

35. Staging: Stage must be level and solid construction free of humps, bumps or floor sores and able to support 2,000 pounds on any eight (8') foot x eight (8') foot surface area. It must be painted black when possible and have no gaps nor loose coverings.

A. Main stage dimensions as follows: Twenty four (24') wide by sixteen (16') deep, at an optimal height of three (3') but under no circumstances more than four (4') in height from the down stage edge to the audience floor.

B. **Outdoor Shows:** All staging and platforms shall be constructed on firm level ground with adequate footing to prevent stage from sinking.

Band Risers: In the event no risers are available, Purchaser to provide a two (2) tiered stage. Second tier height should be six (6") inches to eighteen (18") inches high.

C. Drums: eight (8') feet wide by eight (8') feet deep by twelve (12") inches to sixteen (16") inches high with one US stair access.

36. Sound and Lights: Purchaser to provide and lights to Producer's specification. Please talk directly with

Tom Vinci
Sound Engineer
(916) 944-7974
tomvinci@sbcglobal.net

OR

Cory Leros
(805) 794-1692
corycleros@gmail.com

OR DESIGNATED PRODUCTION MANAGER.

Lighting: One (1) - four-color wash and specials for eight (8) people.

NOTE: All feeder cable should be neatly dressed and covered with rubber mats.

House Lights: The house lighting console is to be maintained by the designated operator on headset communications from show call until dismissed at the conclusion of the performance. The cues for the house lights are to be at the sole discretion of the Producer's representative. House lights will not be turned on at the conclusion of the performance without the consent and immediate control of Producer.

Spotlight Requirements: The following spotlights must be provided by Producer

Two (2) Xenon 2K Super Trooper spotlights (long throw) or equivalent, in excellent working order, located no further than twenty (20) feet off center of the stage, at the front of the house wall or in permanent location, no more than one-hundred and twenty-five (125) feet from the stage at an angle of no less than twenty-five (25°) degrees relative to the stage.

Replacement bulbs (or carbons for Carbon Arc Troopers if requested) at each instrument as needed, capable of providing three (3) hours of uninterrupted service.

Purchaser must provide EXPERIENCED OPERATORS for each light.

37. Power: Purchaser is responsible for supplying all electrical power involved with this performance at no cost to Artist.

Show Power for Producer's Back Line: Three (3) wire 120 single phase 20 amps, TWO quad-boxes located on stage, for Producer's exclusive use.

38. Dressing Room: The Artist requires one private lockable dressing room, with seating for eight (8), mirrors, one eight (8') foot clothes rack, (imperative), hand towels, power, adequate lighting and restroom facilities nearby.

39. Catering Requirements: Please have a large supply of water, soft drinks, coffee, and Evian or other non-carbonated water available at load in, to be replenished as needed throughout the day. At completion of sound check, and at least one hour prior to performance a good hot balanced meal is requested to feed eight people. Please include soft drinks, juices and waters. Please

keep in mind that there are two (2) vegetarians, and if you can plan the meals accordingly it would be appreciated. Buffet service is acceptable, please provide food service staff. Please discuss the actual entrée with Producer's representative. All meals should include salad, bread, rolls, two (2) vegetables, one (1) potato item, two (2) dessert items, and coffee.

Vegetarian Meals: Two (2) vegetarian meals must be provided from the above allotment. Hot steamed vegetables or sautéed vegetables are acceptable, as is quiche (no bacon, meat or fish) or macaroni and cheese.

Artist Dressing Room. All items to be placed in Artist dressing room no later than one (1) hour prior to sound check. In the event there are to be two (2) performances on one (1) day please add additional items as needed throughout the day or evening.

One (1) tea service with six (6) Lipton teabags
 One (1) six (6) pack of Diet Cokes
 One (1) dozen ten (10) ounce bottles Evian or other non-carbonated water
 One (1) quart fresh squeezed orange juice
 One (1) large assorted cheese and crackers tray
 One (1) dozen assorted pieces of fruit
 One (1) package of cookies (chocolate chip, oatmeal, etc., fat free if possible)
 Two (2) dozen large styrofoam coffee cups
 Two (2) dozen large plastic drink cups
 One (1) large bus tray for icing down cold drinks
 One (1) large bus tray with clean ice for drinks
 Two (2) fresh lemons
 Six (6) Martini glasses
 One (1) large bottle Kettle One vodka
 Olives
 Martini Shaker
 Ice
 Assorted cold cuts
 Coffee, cream, sugar

Note: please have the following iced down in advance and placed in Artist dressing room during the performance

ONE (1) six (6) pack of the following: Heineken, Becks, Corona, San Miguel, etc.
 ONE (1) six (6) pack of the following Coors light, Bud Light, Miller Light

Air and Accommodations:

39. Air and Accommodations: When Artist is flying, Artist requires ten (10) round trip tickets on a major carrier (e.g., United, American, Delta, Southwest, etc.), ten (10) hotel rooms, internal transportation between airport, hotel and venue, one (1) fifteen (15) passenger van will accommodate band and band gear, sound, lights, as stated above an item 36, and back line equipment as stated in attached back line equipment list. Purchaser to pay any and all excess baggage or shipping charges for Artists equipment/luggage; either on site, or via invoice following engagement.

If Artist is performing at Hotel, accommodations are to be in the same hotel that they're performing in. All airline flights to be booked on the most direct route available, and are to be approved by Producer prior to ticketing. **All ticketing is to be coordinated through Cory Lerios.**

40. Producer may add, delete, change or substitute band or crew members without notice. Such change will not affect any terms or conditions of contract.
41. Producer is to complete the attached Information Sheet and return it with signed contract.

For International Travel Only:

42. For international travel only: in addition to the above information, the following additional requirements are to be considered a part of this agreement whenever Producer performs outside United States.

(a) Internal Air Transportation: Purchaser agrees to pay and provide all internal air transportation for all members of Producer's entourage according to the requirements listed in section 39. Producer reserves the right to exact determination of air travel versus ground traveling all instances for travel within or between countries on the tour.

(b) Ground Transportation: Purchaser agrees to pay for and provide all internal ground transportation for all members of Producer's entourage according to the requirements listed in section 39. Producer reserves the right to determine the exact specifications of each vehicle and travel schedule.

(c) Taxes, Fees, Permits and/or Levies: Purchasers responsible for and agrees to pay any and all local, municipal or federal taxes, fees and/or levies on all income carried by Artists, Artist's employees, or any additional musicians while in country. Any musicians union dues or performance rights licensing fees that may be due as a result of the performance by Artist or his entourage are to be considered a part of this agreement and as such, to be paid for by Purchaser.

(d) Visas and Work Permits: Purchaser shall provide and pay for any and all necessary visas, work permits or related documentation that may be required of Producers entourage while entering working or departing the country. Immediate notification of any such documentation required must be made within SEVEN (7) days of receipt of this agreement to avoid last-minute preparation. Note: Any alert posted by the US passport agency or State Department concerning personal safety and medical warnings, suggested are required inoculations for transit into or from any country transited by Purchaser staff, must be forwarded to Purchaser's representative immediately!

(e) Interpreters: Purchaser agrees to provide and pay for the services of no less than one (1) interpreter for use by Artists and Artist's Tour Manager at all times. This person will travel with, and stay in the same hotel as Producer's entourages shall be familiar with theatrical and concert terminology as well as social customs of both United States and their home country. They must be available in all business or social events during the tour. Performance subject to Producer's approval.

(f) Television, Sponsors and/or Merchandising Rights: it is understood that no television,

sponsorship and/or merchandising rights are granted for the engagement herein as stated in this agreement. Any such rights shall be negotiated separately.

(g) Excess Baggage: Purchaser shall pay for the necessary charges for any additional "Excess Baggage" charges that Producer may incur during any part of the travels associated with this engagement. Payment to be made upon presentation of receipts Producer's discretion.

(h) Air Freight Forwarding: Producer carries the key elements to the production including keyboard racks, sound system components (including computer systems, effects, and equalization) and related items, to all engagements deemed necessary by Producer. Purchaser must agree to pay for the necessary air freight charges to carry these elements of the production, approximately 1000 pounds. All charges, fees or costs associated with the transportation of any equipment into or out of United States or country in which the performance is to be located, and/or customs; fees, carrier fees, bonds or levies necessary for transportation and delivery are the sole cost of Purchaser. In the event a freight company is required, said company TBD.

Conclusion:

43. Purchaser warrants that he has the right and authority to enter into this contract and is of legal age.

44. Each term of this rider is essential in the essence of the performance herein for both Purchaser and Producer. All terms must be filled and performed by Purchaser, unless waived in writing by Producer.

A. In the event the show is not presented because of inclement weather, the Artist must still be paid in full, provided the Artist is present and ready to perform at the designated time as specified in this contract.

B. Producer has the privilege of canceling by giving sixty (60) days wire or written notice to the Purchaser.

Purchasers Note: With respect to those obligations of Purchaser which must be performed hereunder, Purchaser's failure to comply with any terms contained therein will constitute a breach of this agreement by Purchaser.

Agreed and Accepted:

Pablo cruise Enterprises:

Purchaser:

By: Cory Leros, (805) 794-1692

Date:

Date:

Pablo Cruise Information Sheet

To the Purchaser: Please complete and return this sheet with the executed contract and rider. It will make your job and our job easier the day of the show and will answer many of the questions necessary to advance the date. If an item is not applicable, please indicate N/A. Feel free to write any notes on the back that you feel we should be aware of. Thank you.

Performance Date _____ Purchaser _____

Name and address of performance venue including name of ballroom as applicable

Directions to venue and distance from hotel _____

Type Venue _____ Capacity _____ Type Stage _____

Room Dimensions _____ Number of Guests Attending _____

Distance to Wall _____ Type Seating _____ Balcony _____

Union Labor _____ Electrical Services Available _____

Sound Mix Positions _____ Lighting _____

Dressing Rooms Available _____ Distance to Stage _____

Name of room(s) used for artists dressing room and band dinner (if a specific meeting room)

Venue Contact _____ Phone Number _____ Ext _____

Purchase Production Manager _____

Work # _____ Fax # _____ Home # _____

Pager # _____ Mobile # _____

Theater Manager _____ Mobile # _____ Fax # _____

Artist Performance Time _____ Time Doors Open _____

Will there be any speeches or other entertainment? Please give schedule of events right on the back of the sheet if necessary. _____

Attendee Attire (casual, semi formal, black-tie or other) _____

Demographics(m ale to female ratio) _____