

## PRODUCTION RIDER

RIDER TO CONTRACT DATED \_\_\_\_\_ BETWEEN **THE CLOTHESLINE MUSE** (HEREINAFTER CALLED AION PRODUCTIONS) AND \_\_\_\_\_ (HEREINAFTER CALLED THE PRESENTER).

### 1. COVERAGE & EFFECT:

- (a) This Rider shall be deemed incorporated in and a part of the Agreement referred to above. No changes in this Agreement or Rider shall be effective unless acknowledged by Aion Productions in writing. If the Presenter permits Aion Productions to perform the engagement to which this Agreement relates, the Presenter shall be deemed to have consented to the terms hereof without alteration except as may be otherwise agreed to in writing.
- (b) In the event of a breach by the Presenter of any of the provisions set forth herein, Aion Productions may cancel the performance, without any further liability to the Presenter and in addition to any other available remedies hereunder, Aion Productions may retain any deposits received and the Presenter shall be required to pay the full contract price hereunder. In the event of any conflict, the terms of the Rider shall prevail.

2. **BILLING:** Aion Productions shall only be referred to as **THE CLOTHESLINE MUSE** [100%] in advertising.

### 3. RIGHTS:

- (a) The Presenter shall have the right to use the name, and approved pictures and photographs of Aion Productions solely for the promotion of the performance hereunder. **Aion Productions** shall not be used directly or indirectly to sponsor or be tied in with any commercial product, company or service including any newspaper, magazine, radio or television station, nor shall there be a sign, banner, or notice of any kind on or near the stage at any time during the performance, advertising any commercial product, company or service without prior written consent of Aion Productions.
- (b) Aion Productions and its designees shall have the right, without charge by the Presenter or the performance hall, to record, film or tape in any manner whatsoever any performance (or any portion thereof) during this engagement. Presenters shall have absolutely no interest or rights of any kind whatsoever in or to any such recording, film, tape or other reproduction of any performance rendered during this engagement. In addition, Presenter may not record, film or tape any portion of performance without prior written consent.
- (c) A Representative of Aion Productions shall have the right to be present in the box office prior to and during the performance and intermission periods and such representative shall be given full access to all box office sales and gate receipts (and the expenditures if required) at each performance hereunder.

- (d) Aion Productions shall have sole control over all creative elements of engagement including but not limited to material selection, lighting and sound direction.
4. **CANCELLATION:** In the event of riot or civil disorder that would tend to damage or endanger the property or personal safety of any member of Aion Productions, Aion Productions shall have the right to cancel the engagement without liability and receive payment in full. The Presenter agrees that Aion Productions may cancel engagement hereunder by giving the Presenter written notice mailed to the address set forth in the Agreement at least sixty (60) days prior to the commencement date of the engagement provided Aion Productions should be called upon to furnish his services in connection with a motion picture, television program, stage play, Nevada or Atlantic City or foreign concert tour, and if Aion Productions, in Aion Productions' sole discretion, determines that the engagement might conflict with such other engagement, or with any rehearsal or preparation therefore.
5. **FACILITIES:** The Presenter shall at his own expense provide the following:
- (a) The Presenter agrees to provide a theater or other performance space, which is acceptable to Aion Productions. Unless otherwise arranged in advance with Aion Productions, the stage or performance area shall be 40' feet (12.19 meters) wide between legs, by 30' feet (9.14 meters) deep from plaster line to last working line set. There must be a minimum depth of 3' feet (.91 meters) between the last working line set and back wall, free of obstructions, for a crossover.
  - (b) The floor shall be of resilient material, preferably of sprung wood. Under no circumstances will Aion Productions perform on a floor laid directly over concrete, stone or tile. The Presenter agrees to provide a black marley dance floor, or equivalent, in good condition, to cover the entire performance deck of a minimum 40'x30' dimension and black gaffers tape for laying the floor. The entire stage and backstage areas shall be swept and damp-mopped thirty minutes prior to any rehearsal of performance. The stage shall be cleared of nails, tacks, staples and other protrusions that may cause injury to dancers' bare feet. Large cracks resulting from traps or other floor deviations shall be taped or repaired in such a way as to eliminate the possibility of foot injury prior to the company's arrival.
  - (c) The performance space must be heated to a minimum of seventy-four (74) degrees Fahrenheit (23.3 degrees centigrade) three (3) hours prior to any performance in which dancers will participate.
  - (d) The Presenter agrees to provide the Company Production Manager with the following data at least two (2) months before the presentation: theater ground plan, section sight-lines, circuit plan, a list of operational sound/projection/lighting equipment with a description of the sound/projection/lighting control equipment, and a general description of the theater: type, seating arrangement and capacity, union circumstances, stage floor condition, etc
6. **CREW REQUIREMENTS:**
- (a) THE COMPANY DOES NOT CARRY A YELLOW CARD. IATSE stagehands are not required. If local rules specify their use, all necessary negotiations with the local and all expenses incurred remain solely between the Presenter and the local and will not affect Aion

Productions. The Presenter agrees to obtain and pay for any and all local work permits, union fees, taxes and other local licenses that may be required for Aion Productions to carry out the performances and residency activities covered by this agreement.

- (b) Technical Director - The Presenter agrees to provide an English speaking Technical Director with decision-making responsibility to be present, responsible to, and accessible for consultations with Aion Productions at all crew calls. The Technical Director shall provide access to any and all space and/or equipment to be used by Aion Productions.
- (c) All personnel must be professional caliber and thoroughly familiar with the equipment in the theater. The crew must be the same persons for both rehearsal and performance. It is essential that sound/projection/lights and soft goods be pre-hung according to the sound/projection/light plot, prior to Aion Productions arrival. Additional crew may be necessary if these plots are not pre-hung. A staff member in charge of the performance space is to provide access to any and all space and/or equipment to be used by Aion Productions and a secure space for the storage of company personal items.
- (d) Presenter agrees to give Aion Productions uninterrupted access to the performance space according to the following schedule: fourteen (14) hours 8:00am-10:00pm for load-in, lighting focus, sound install, cueing and a spacing rehearsal one day prior to first curtain; day of performance exclusive use of space twelve (12) hours prior to first curtain and throughout dates of performance. See specific rehearsal/tech schedule.
- (e) Show Crew Personnel, needed at 1:00pm - 10:00pm on tech day and 12:30pm - 10:30pm on performance day: (1) light board programmer/operator (1) sound board mixer (1) wardrobe/dresser, female (1) running crew
- (f) Should the Presenter fail to provide required personnel, it is agreed that Aion Productions shall have the right to hire any needed personnel as described above, to satisfy stage crew requirements. It is further understood that Aion Productions shall have the right to hire this personnel at a rate of \$15.00 per person, per hour, which will be paid by the Presenter.
- (g) Under no circumstances will Aion Productions arrive, tech and perform all in one day. Technical rehearsals must take place on a different day than performance day.

## 7. PRODUCTION:

Aion Productions shall have first right of set-up for all instruments and properties used in the presentation. Aion Productions travels with a Production Stage Manager, an Assistant Stage Manager, and a cast of 6 dancers and 2 singers.

- (a) Aion Productions agrees to provide, at its own expense, the following:
  - i. Costumes, properties, scenery and sound/projection/lighting designs for the performance.
  - ii. Sustenance for all Aion Production's personnel except as requested.
  - iii. Sound/projection/light plot and specific technical requirements a minimum of three (3) weeks in advance of performance.

(b) PRESENTER agrees to provide at its own expense, the following:

- i. Printing and distribution of all tickets and programs for the performance or residency.
- ii. All advertising and other printed materials related to performance.
- iii. All front of house staff, including box office personnel, ticket takers, ushers, security, janitor and other personnel as necessary for performance or residency.
- iv. The Company requires that the Presenter provide lighting equipment, stereo sound system, soft goods, a black marley-type dance floor and crew.

**8. LIGHTS/SOUND/MASKING/PROJECTIONS:**

(a) Presenter agrees to provide Mac book equipped with Qlab software, including professional licensing for lights, sound and video. PC with SCS software (Show Cue System) Pro License Level and USB audio interface with 6 audio outputs.

(b) LIGHTING REQUIREMENTS:

35 Fresnel 500W or higher  
17 Source Four Par 575 W or higher  
27 Source Four 50° 575 W or higher  
26 Source Four 36° 575 W or higher  
4 3-circuit strip light or CYC lights  
1 Follow spot  
Gel color: R-02, R-03, R-09, R-21, R-44, R-49, R-52, R-65, R-70, L-115, L-161, L-181  
Gel frames  
Gobo holder  
ETC Ion Console

- i. Presenter agrees to provide lighting equipment, color media, and accessories to meet Aion Productions' requirements as specified on the light plots and hook-up sheets. The Aion Productions plot and accompanying paperwork are usually sent out three (3) weeks before performance dates, but can be sent out earlier upon request. Presenter's technician will contact Aion Productions lighting supervisor/designer once Presenter receives Aion Productions' light plot. Minimum Aion Productions requirements are listed below. Reduction in the number of lighting instruments may be made by special agreement with the Aion Productions' Lighting Supervisor.
- ii. Computer light control board capable of controlling at least 96 dimmers with 96 channels and a capacity of at least 100 cues. This board must be able to display and change any channel level after the cue has been recorded and must be able to program timed fades from one cue to another. The board should also have the capabilities to run cues from Qlab (Rock and roll boards are not acceptable.)
- iii. All necessary cable, color frames, color media, and accessories.

(c) SOUND REQUIREMENTS:

2 on-stage monitors,  
2 Side Fill Speakers

3 PCC-160 Boundry mics  
Amplifiers for all Speaker Arrays  
Front of House speakers sufficient for full sound in house  
Center Cluster  
Rear Speakers as per plot  
PC with SCS Professional software installed (Show Cue System)  
PC USB Audio interface with 6 Outputs  
2 Shure wireless Countrymen Lavalier mic systems(Coco or black)  
1 Spare Wireless Body Audio Technica Mic System  
Yamaha LS9 or equivalent Mixing Console  
FX Compression, Equalization, Reverd and Delay  
All necessary cabling, connections, batteries

(d) VIDEO PROJECTION REQUIREMENTS:

Video Projector 1

- i. At least 9000 lumen capacity
  - a. or enough power to throw a bright clear image from the projector location to position on plot (full back curtain or playing space)

A flapper to douse Projector 1

Cables to connect to Mac book Pro

- ii. (1) HDMI cable to be run from Projector 1 location to tech booth
- iii. (1) VGA and DVI cable to be run from Projector 2\* location to tech booth

White scrim covering full stage to be used as backdrop

\*Aion Production will provide Video Projector 2, which will be positioned on the floor, slighting right of center stage

(e) MASKING REQUIREMENTS:

Presenter agrees to provide full stage black masking: minimum five (5) sets of legs and border

(f) COMMUNICATIONS REQUIREMENTS:

Aion Productions relies on the theater's intercom system for the communication between the Company Production Manager and the stagehand during cueing and performance. In tech and show mode, the Presenter agrees to provide an intercom system between stage left, stage right, sound operator, light board operator, main curtain operator, dressing rooms, green room, house manager, and an in-house position for the lighting supervisor. Aion Productions' Production Manager, whose station is TBA, will decide her calling station upon arrival at the theater.

**9. AION PRODUCTIONS' TECH SCHEDULE - Subject to change**

2 days prior to first performance: pre-hang electrics and soft goods  
(Aion Productions staff will NOT be present for this call)

1 day prior to first performance, Load-In/Tech Day:

9:00am-12pm: Load-in & begin tech  
12pm-1pm: Lunch  
1pm-5pm: Continue tech  
5pm-6pm: Dinner  
6pm-8pm: Dry Tech, without cast  
8pm-10pm: Wet Tech, cast onstage

Day of performance

1pm-2pm: Continue Wet Tech, if needed  
2pm-5pm: Dress Rehearsal  
5pm-6:30pm: Cast & Tech Notes/Dinner  
6:30: Crew Call/Dancers called - physical warm up  
7pm: Sweep & mop floor  
7:20: Sound Check  
7:30/7:45pm House opens  
8:00pm Curtain

10. **HOSPITALITY:** The Presenter will provide

- (a) At sound check: uncut fresh fruit, potato chips and a minimum of eight (1 liter) bottles of Evian (or other) mineral water, ice, juice, hot coffee, hot herbal tea.
- (b) At least one hour before the starting time of the engagement: hot meal, food and beverage (no fast food!), the specifics of meal to be addressed with the Aion Productions' representative; chicken, fish (no beef or pork), baked or broiled; salad; bread and butter; hot tea, hot coffee, appropriate condiments, milk and cream, sugar and sugar substitutes.
- (c) Presenter will provide iron and ironing board for Aion Productions' use at the venue.

11. **SECURITY:**

- (a) Presenter is to be responsible for safety of Aion Productions against loss or injury due to lack of protection backstage, on-stage and in the auditorium and/or on the property of the venue. Presenter is also responsible for all security with respect to on-stage equipment, and vehicles belonging to Aion Productions, with enough parking facilities always available. Protection shall commence upon pick-up of Aion Productions, its equipment and personnel at the airport and shall be maintained at the facility or on the property of the venue and shall continue until all equipment and personnel are returned to airport.
- (b) Presenter is responsible for providing backstage passes to Aion Productions with the understanding that backstage passes will be issued only to those persons designated by Aion Productions or Aion Productions representative.

12. **HOTEL REQUIREMENTS:** Purchaser provides and pays for Aion Productions' hotel accommodations. Such accommodations must consist of one (1) deluxe single room, plus THREE (3) double rooms, plus one (1) single per additional MEMBER OF PRODUCTION. Hotel provisions SHOULD include 24-hour room service (if possible) or alternative service comparable to 24-hour service, and 24-hour telephone service. It is preferable that said hotel houses a restaurant on

the premises or within walking distance. Hotel accommodations are subject to approval by Aion Productions' Management.

**13. PAYMENT:**

- (a) A deposit in the amount of fifty-percent (50%) of the total contract price (excluding percentages) shall be made payable to **Aion Productions** in the form of a Certified Check or electronic bank transfer and should be forwarded upon the signing of the contract.
- (b) Any and all moneys due to Aion Productions on the night of the performance shall be paid in Cash to Aion Productions, or Certified Check made payable to **Aion Productions** or via electronic bank transfer prior to the commencement of Aion Productions' performance, including any and all percentage overage. In the event said or further overages arise from tickets sales thereafter, payment of same will be made as aforesaid prior to conclusion of said performance.
- (c) It is of the essence and fundamental to this Agreement that all of the aforesaid payments, and any other payments due Aion Productions hereunder be timely made without deduction diminution whatsoever, including, but without limitation to, claims arising under this or any other agreement between parties hereto by or against Presenter, Aion Productions, or another.
- (d) This Agreement shall be construed in accordance with the laws of the State of North Carolina applicable to agreements fully performed therein. Any dispute or controversy arising out of or in connection with this Agreement shall be submitted to and determined by arbitration before a single arbitrator in the State of North Carolina under the rules then obtaining of the American Arbitration Association and judgment on any award may be entered in any court having jurisdiction.

**14. COMPLIMENTARY TICKETS:**

- (a) The Presenter may distribute no more than ten (10) complimentary tickets to the performance and the Presenter agrees to supply proper newspaper, radio and television personnel with complimentary tickets from said allotment without prior authorization from Aion Productions or Aion Productions Manager.
- (b) The Presenter shall provide the Aion Productions with ten (10) complimentary tickets per show, the unused portion of which the Aion Productions' representative will release to be placed on sale on the day of the performance(s).

**15. MERCHANDISING:**

- (a) Aion Productions shall have the sole and exclusive right, but not the obligation, to sell products (i.e. recording, T-shirts, souvenirs, programs, etc.) in connection with and at the performance hereunder and the receipts thereof shall belong exclusively to Aion Productions or her assigned agent. Purchaser agrees that no other product, recordings or items identified with Aion Productions shall be sold or distributed without prior approval of Aion Productions or its assigned agent.
- (b) Furnish a six-foot table in the lobby of the theater for the sale of Aion Productions' promotional materials and one staff member to sell these materials.

**16. REPRESENTATIONS & WARRANTIES OF PRESENTER:** Presenter represents and warrants that it is at the present time, or will be, the owner, operator of, or representative for or has or will have a valid lease (executed in its own name) upon, the place of performance on the dates and at the times set forth in the Agreement, proof of which will be given to Aion Productions upon request. No provision contained in any concert hall lease, which is inconsistent with any provision of this Rider, shall be binding on Aion Productions unless Aion Productions consents in writing thereto. The person executing the Agreement and this Rider on Presenter's behalf represents and warrants that s/he has the right to enter into and fully perform this Contract and is of legal age to enter into a binding contract.

**17. DEFAULT BY PRESENTER:**

- (a) If Presenter fails or refuses to comply with any of the material provisions contained in the Agreement and this Rider including but not limited to failing or refusing:
  - i. To provide any of the items or take an action required of Presenter hereunder
  - ii. To proceed with the presentation of the engagement which is the subject of the Agreement
  - iii. To make any of the payments as and when required hereunder; or if any performance is rendered impossible or unfeasible by any cause within Presenter's control or which Presenter, by the exercise of reasonable diligence, could have avoided, then in of such events
- (a) Aion Productions or its Representative in Aion Productions' sole discretion, may thereupon terminate this Agreement without liability of any kind of Presenter;
- (b) Aion Productions shall have no further obligation to perform the Agreement
- (c) Aion Productions shall retain all amounts theretofore paid to it by Presenter
- (d) Presenter shall remain liable to Aion Productions for any additional compensation herein provided
- (e) Aion Productions shall also be entitled to exercise all remedies then available to it at law or in equity.

**18. ANTICIPATORY BREACH:** If, on or before the date of any scheduled performance hereunder the financial standing or credit or Presenter has been impaired or is unsatisfactory, Aion Productions shall have the right to demand payment forthwith of any guaranteed compensation specified in the Agreement, and if Presenter fails or refuses to make such payment forthwith, Aion Productions shall then have the right to cancel the Agreement without liability of any kind to Presenter. In the event of such cancellation, Aion Productions shall have no further obligation to Presenter hereunder, and Aion Productions shall retain any moneys theretofore paid to it by Presenter.

**19. FORCE MAJEURE:** In the event of any illness or accident affecting Aion Productions, or if a performance or a supporting performance is rendered impossible or unfeasible by any force majeure event or any accident, fire, riot, war, civil disturbance, strike, lockout or other labor dispute, act of God, order, rule, regulation or act of any governmental authority, absence of



power or other essential services, failure of technical facilities, failure or delay of transportation facilities, the parties hereto specifically agree that:

- (a) all of Aion Productions' obligation as to the performance(s) affected shall be deemed waived and;
- (b) neither party hereto shall have any claim for damages with respect to the affected performance(s).

Provided that Aion Productions is ready, willing and able to perform pursuant to the terms hereof, payment of any guaranteed compensation hereunder shall be made notwithstanding that inclement weather may render a performance impossible or unfeasible, unless contract states "RAIN OR SHINE".

- 20. **Indemnification:** Presenter shall indemnify and hold Aion Productions harmless from and against any and all liability, claims, demands, costs, expenses, loss and damage (including reasonable attorneys' fees) arising out of any breach of this Agreement by Presenter or in connection with any bodily injury, death, or loss of or damage to property which occurs in connection with any performance rendered or to be rendered by Aion Productions during this engagement (unless same is caused by the tortuous conduct of Aion Productions or any employee or agent of Aion Productions). Presenter represents and warrants that it presently carries property damage and liability insurance with sufficiently high limits to adequately insure against the risks assumed and the obligations undertaken by Presenter under this Paragraph.
- 21. **Ground Transport:** Vehicle(s) must be available to transport Aion Productions(s) and luggage from airport to hotel, hotel to place of performance, to hotel at conclusion of performance and to airport in time for Aion Productions' departure, INCLUDING BETWEEN HOTEL AND PERFORMANCE SITE DURING THE PERIOD OF ARRIVAL THROUGH PRODUCTION.
- 22. **Air Transportation:** Unless otherwise agreed upon, Aion Productions shall provide coach round-trip airfares for cast and road manager plus staff.

**Bookings**

Ed Keane  
 Ed Keane Associates  
 573 Pleasant Street  
 Winthrop, MA 02152  
 Phone: 617-846-0067  
 Fax: 617-846-1767  
 Email: [ed@edkeane.com](mailto:ed@edkeane.com)

Pam Green  
 PMG Arts Management LLC  
 721 Broad St., Suite 119  
 Durham, NC 27705  
 Phone: 919-813-6092  
 Fax: 919-908-8200  
 Email: [pam@pmgartsmtgt.com](mailto:pam@pmgartsmtgt.com)

**Agreed & Accepted:**

\_\_\_\_\_  
*Presenter*

\_\_\_\_\_  
*Aion Productions*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*