

Claire Lynch & Jim Hurst

Performance Rider via JMI Agency

(Rev. June 19, 2019)

Regarding the proposed CLAIRE LYNCH & JIM HURST engagement in _____,
on _____ this Letter of
Agreement sets forth additional terms and conditions for said engagement and is hereby made part of the
contract dated _____ between CLAIRE LYNCH & JIM HURST (Artist)
and _____ [Purchaser].

1. **BILLING**

- A. CLAIRE LYNCH & JIM HURST shall receive 100% sole exclusive headline billing (or 100% equal co-billing for festivals) in any and all advertising and publicity.
- B. ARTIST shall be billed suitably according to the configuration agreed to. PURCHASER, please communicate directly with Claire to determine the appropriate billing.
- C. ARTIST shall close the show at each performance during the engagement unless specifically provided herein.
- D. ARTIST reserves the right to approve any attraction on this program.

2. **PAYMENT**

- A. All payments provided hereunder shall be made in cash or check. Any and all payments shall be made in Canadian currency unless otherwise specified on the face of the contract. **Deposits ONLY** shall be made in certified funds payable to JENSEN MUSIC INTERNATIONAL, INC. **Payments to Artist shall be made payable to CLAIRE LYNCH.**
- B. All payments shall be made as provided herein. In the event PURCHASER fails to make payments at or before the time stipulated, ARTIST shall have the right to withhold performance without prejudice to his/her rights hereunder.
- C. PURCHASER shall make all payments to ARTIST in a secured, private area which cannot be observed by anyone, either staff or audience.

3. **TICKETS**

- A. PURCHASER to furnish a box office statement and unsold tickets or computer printout after the show has started. This does not apply when ARTIST'S' fee is a flat-rate guarantee. The release of any box office information (gross ticket sales, attendance, etc.) to any individual, media or trade publication without the express written consent of JENSEN MUSIC INTERNATIONAL, INC. is strictly prohibited.

- B. PURCHASER agrees to make 10 complimentary tickets available to ARTIST or ARTIST'S representative, JENSEN MUSIC INTERNATIONAL, INC., the unused portion of which may be placed on sale the day of performance with the permission of ARTIST or ARTIST'S representative.
- C. PURCHASER agrees to allot no more than 2% of total available seats as complimentary tickets (indoor events only).

4. PUBLICITY AND ADVERTISING

- A. PURCHASER shall use only those photographs and publicity materials provided by Artist's representative or those provided for download on artist's website (www.clairelynch.com) PRESS PAGE for advertising and publicizing this engagement.
- B. PURCHASER shall provide ARTIST with website address or other ticket purchase information for the event as soon as offer has been accepted and agreed to by emailing clbmgmt@gmail.com.
- C. All interviews, special promotions, or other needs involving television, radio and press appearances must be cleared in advance with JENSEN MUSIC INTERNATIONAL, INC., 902-569-1955 at least three (3) working days prior to the interview deadline or start of promotion.
- D. No interviews with ARTIST are to take place on the day of performance without the prior consent of ARTIST or ARTIST'S REPRESENTATIVE.
- E. There will be no audio taping, video-taping or broadcasting of a CLAIRE LYNCH & JIM HURST performance by ticket buyers or any other party, without express written consent of ARTIST. This includes personal taping from the sound board.

5. CANCELLATION

- A. In the event this engagement is not presented on the day and time scheduled because of inclement weather, the ARTIST shall be paid in full provided they are present and ready to perform.
- B. ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes and labor disputes, epidemics, and any order or act of public authority, or any other cause similar or dissimilar, beyond ARTIST'S control.

6. MERCHANDISE

Unless otherwise stated herein, ARTIST shall have exclusive rights to and full control in and about the venue of any and all merchandise bearing ARTIST's name and/or likeness, including but not limited to compact discs, DVD's, articles of clothing and souvenir photos. All receipts

derived from sale of said merchandise shall belong solely to ARTIST. PURCHASER shall provide one (1) person and (1) table for the sale of said merchandise, unless otherwise negotiated.

7. DRESSING ROOM AND HOSPITALITY

- A. PURCHASER agrees to furnish one (1) clean dressing room with private bathroom facilities for ARTIST. PURCHASER agrees to be solely responsible for the security of items in the dressing room, and shall keep all unauthorized persons from entering said area. Dressing room should have comfortable seating for 5-6 people, mirror, clothing rack and standard electrical outlets.
- B. In recent years, we have become acutely aware of the negative impact of single-use plastic packaging on the environment, and we support all efforts, even seemingly small ones, to decrease its usage (such as a water cooler, for example). If you already have beverage and food delivery systems in place that don't rely on single-use plastic or Styrofoam packaging, we laud your efforts and will be pleased to work with you toward that goal.
- C. That said, we need room temperature and chilled water available backstage. We routinely bring our own water bottles. Re-usable drinking glasses are appreciated, as well as ice to chill the water. Other beverages requested in *small* amounts: brewed coffee; Coke Zero (cans are great!); cranberry juice (100% Juice); and white wine (no Moscato, please!) Also, snack foods: (suggested, **but not limited to** corn chips and hummus, fresh fruit & vegetables or salad, cheese & crackers or sandwiches.) **Be creative...surprise us! Show off a local favorite!**
- D. In the event that dinner is provided for the ARTIST, snack foods can be limited. However, meals should be scheduled at least 1.5 hours before performance time.
- E. ARTIST requests that there be no visitors, guests or interviews during the last thirty (30) minutes before show time. No exceptions, please. The ARTIST thanks you for your consideration in this matter.

8. ACCOMMODATIONS

- A. If PURCHASER is providing accommodations, ARTIST prefers to stay in a quality hotel (Fairfield, Hampton Inn, Hilton Garden Inn or similar) located near the venue. Reservations should include two (2) ground floor single non-smoking, ***non-pet-friendly*** hotel rooms. Private accommodations are not acceptable. If you are in doubt as to the suitability of the accommodations, please call JENSEN MUSIC INTERNATIONAL, INC. and check with ARTIST'S responsible agent. PURCHASER should notify **CLAIRE LYNCH (256-694-7770) clairelynch789@gmail.com** by telephone or email of accommodation arrangements not less than two (2) weeks prior to ARTIST'S engagement. PURCHASER should supply name of hotel, street address, telephone, and confirmation number(s). **ALL HOTEL RESERVATIONS SHOULD BE PRE-PAID AND GUARANTEED FOR LATE ARRIVAL IN THE NAME OF CLAIRE LYNCH.**

9. SPECIAL TRAVEL REQUIREMENTS

- A. Whenever ARTIST travels by air, it is very helpful if PURCHASER can provide ground transportation to and from the airport, hotel, and venue.
- B. Ground transportation should be large enough to accommodate two (2) individuals with luggage and instruments.
- C. When ARTIST is not traveling by air, PURCHASER shall provide reserved parking place for two ARTIST'S vehicle(s) near stage or stage door entrance.

10. SPECIAL CONSIDERATIONS

- A. The obligation of ARTIST(S) to participate in workshops or other collateral activities shall be limited to those specified in this AGREEMENT. Additional workshops or activities shall be within the sole discretion of ARTIST(S) and may require additional compensation or consideration.
- B. Festival schedules with actual performance and workshop times should be sent to CLAIRE LYNCH (256-694-7770) clairelynch789@gmail.com as soon as they are available, but no later than 30 days prior to performance. This information is vital to ARTIST'S itinerary.
- C. **AUDIENCE CONTROL:** Purchaser shall not allow audience into place of performance until technical setup and sound check are completed (indoor events only).
- D. No recording, broadcasting, filming or taping of the performance is permitted without ARTIST'S prior written consent. This includes personal taping from the sound board.
- E. **SET LENGTH:**
 - 1. The set or show length(s) as provided for on the face of the contract refers to actual performance time, and does not include set-up or stage-changing time. The ARTIST carefully plans song selections to fit the unique needs of each performance. A change in the performance length could adversely affect the quality of the ARTIST'S show. Therefore, the set length will be confirmed during advance, and once confirmed, may not be changed within three days of the performance. Only changes requested in writing to clairelynch789@gmail.com more than three days before the performance will be implemented.
 - 2. If ARTIST is to perform more than one (1) set per day, time between sets shall not be more than five (5) hours.

11. 11. TECHNICAL AND STAGING

In a concert setting, please allow one (1) hour for sound check, and schedule this activity a minimum of three (3) hours before performance time. As pertaining to a festival setting, please allow a minimum of 20 minutes for a line-check before ARTIST's playing time.

A. SOUND EQUIPMENT REQUIREMENTS:

The audience's enjoyment of the ARTIST's performance depends on the expert application of a professional quality sound reinforcement system and the cooperation of the technical staff with the ARTIST. Our Stage Plot and Technical Requirements are provided with this Contract. We realize the specific needs of each venue are unique, so if these requirements cannot be met, please get in touch with our contact listed on the documents to discuss modifications.

B. LIGHTS:

1. PURCHASER shall provide a professional quality lighting system for any indoor performance and/or any outdoor performance near or after sunset.
2. Lighting should be a minimum of a general stage wash covering the entire area designated on the stage diagram. Warm lighting preferred!

C. STAGE AMENITIES:

Please see the accompanying Stage Plot/Input List.

D. OUTDOOR STAGES:

1. PURCHASER shall provide a covered stage which will protect the ARTIST from the elements (bright sun, rain) and insure the safety of the ARTIST and ARTIST's equipment.
2. A covered backstage area for tuning and warming up is also necessary.
3. If shelter for ARTISTS, technicians, and audience is not possible, PURCHASER shall secure an alternate indoor facility for engagement in case of inclement weather, or provide full payment to the artist if the performance must be canceled. Please provide tables for instruments.

ATTENTION PURCHASER:

This rider is intended to enable the Artist to give the best possible performance to your audience. We realize that venues and show sites vary greatly, and if you have difficulty meeting any requirements listed in this rider, please contact JENSEN MUSIC INTERNATIONAL, INC. at 902-569-1955. Thank you.

PLEASE KEEP ONE (1) COPY OF THIS RIDER FOR REFERENCE IN PLANNING YOUR SHOW. SIGN AND RETURN TWO (2) COPIES WITH THE EXECUTED CONTRACT.

PURCHASER: _____ DATE: _____

Stage plot-Input List attached.

For additional information, please contact: CLAIRE LYNCH

Email: clairelynch789@gmail.com

Web: www.clairelynch.com