

PERFORMANCE CONTRACT RIDER-JAMES BARELA AND/OR BLU7

This agreement, made on _____, and all of its terms herewith attached is made by and between JAMES BARELA/BLU7/BLU7MUSIC, herein referred to as "ARTIST" and _____ (herein referred to as "PURCHASER").

This rider and all terms and conditions it contains are part of the contract. Please read it carefully. The terms and conditions it contains are essential to a successful presentation. Any breach of the terms of this rider or the contract may release ARTIST from any obligation to perform and without releasing PURCHASER from the obligation to pay the full amount of the contract. Any changes or deletions to the rider must be approved by ARTIST or ARTIST's representative(s).

Performance and Location:

ARTIST will perform _____ shows for

_____ event

between hours of from _____ to _____ taking place on

_____ date(s)

at _____ located

at _____

venue name address

_____ city, state, zip and country, room name if applicable

A. ARTIST's performance shall be herein designated as: (check one)

- _____ 1. Solo Performance with ARTIST's Band Accompaniment (BLu7)
- _____ 2. Solo Performance with ARTIST's alternate band Accompaniment (duo-big band)
- _____ 3. Guest Performance with Pick Up Band
- _____ 4. Guest Performance with Symphonic Orchestra or Wind Ensemble
- _____ 5. Other: _____

B. Compensation & Reimbursement

1. PURCHASER will compensate ARTIST in the total amount of _____.

2. A deposit in the amount of _____ is to be forwarded to ARTIST by

PURCHASER by not later than 2 weeks prior to the performance. PURCHASER understands that performance date will not be secured until deposit is received by ARTIST. The deposit will be made in the form of wire transfer, cashier's check, or money order to: JAMES BARELA.

3. The remaining balance in the amount of _____ is due and payable to not later than 1 hour prior to ARTIST's performance. Payment balance will be in the form of US cash, bank check or money order only. NO PERSONAL CHECKS OR CREDIT CARD.

4. Confidential Bank Information for Wire Transfer: (Upon Request)

- Bank Name Address
- Routing Number Account Number
- Mailing Address: JAMES BARELA 7580 E. 129TH pl. THORNTON, CO. 80602

C. TRAVEL, TRANSPORTATION & ACCOMMODATION(S)

1. Flight

a. PURCHASER will arrange and provide a minimum of 2 round trip Business class tickets from LAX (or Burbank) Airport to: _____. Flight time to receive final approval from Artist prior to booking.

b. Names assigned to economy class flight for ARTIST's BAND (BLu7) (if applicable):

NAME, ROOM TYPE, FLIGHT SEAT

1. JAMES BARELA • Suite or Double Room • Window Seat

2. _____

Additional Accompaniment Preferences: (if applicable)

3. _____

4. _____

5. _____

6. _____

7. _____

c. PURCHASER will provide and arrange ground transportation for ARTIST and ARTIST's band (BLu7) accompaniment as follows:

From Airport to Hotel to Rehearsal(s)/Sound check and Interview(s) To Hotel to Venue to Hotel to Airport.

d. All travel and accommodation arrangements are subject to prior approval of ARTIST or ARTIST's representative(s).

2. HOTEL

a. PURCHASER to secure 1 (one) non-smoking, double hotel suite or room at not less than a 4 Star hotel and when applicable, maximum of up to 6 (six) additional rooms of which ARTIST will not be required to submit an ATM/credit card for incidentals at check in.

b. PURCHASER agrees to provide a float amount of \$_____ (_____) per night for ARTIST's room for hotel incidentals. ARTIST agrees to be responsible for paying any balance over the amount allotted by PURCHASER prior to check out from hotel.

c. PURCHASER will make late check out arrangements for ARTIST only if ARTIST's flight departure time from hotel is more than 3 hours after hotel's regular check out time.

d. Please note that in the event that performance is located onboard a cruise ship, it is imperative that ARTIST be issued a room with a window on the vessel.

D. ADVERTISING AND MERCHANDISING:

1. ARTIST shall receive 100% HEADING BILLING in any and all Advertising and promotion of engagement except in the event of an ARTIST's Guest Appearance of which final determination will be made by ARTIST.

2. In the event that ARTIST is performing as a guest appearance with accompaniment other than ARTIST's own accompaniment, ARTIST shall receive billing as "Special Guest Performance by".

All final advertising drafts involving the use of ARTIST's name and/or likeness to be approved by ARTIST prior to duplication.

3. ARTIST shall be informed not less than two weeks in advance about all other acts on the performance roster. ARTIST shall have the right of consent and/or refusal to participate with of any and all other acts on the performance roster and/or billing.

4. During the course of advertising ARTIST engagement, AT NO TIME may the PURCHASER use the ARTIST's name in conjunction with any product, service or company, without prior written permission from ARTIST.

5. ARTIST retains sole and exclusive rights (but not the obligation) to selling merchandise at the engagement and to retain one hundred percent (100%) of receipts. No other merchandise bearing the ARTIST's name or likeness may be sold or displayed at the engagement without prior written permission from ARTIST.

E. SOUND & REHEARSALS:

1. PURCHASER is responsible for supplying the full technical rider requirements. The PURCHASER is responsible for all costs relative to equipment rentals, transportation of said equipment and staff.

2. PURCHASER must provide all necessary crew to assist in the loading, unloading setting up & breaking down of all equipment for both Soundcheck and Rehearsal(s)

3. NO employee of PURCHASER will look to ARTIST for any type of compensation, including day of show salaries (i.e. stage manager, security, crew, etc.).

4. Backline and Sound Requirements (on separate sheet) to be issued to Sound and Stage Tech.

F. REHEARSAL AND SOUND CHECK:

1. Guest Appearances with Pick-Up Band

a. ARTIST will be available to be responsible for attending at least (2) required rehearsal(s) with the band prior to the event.

b. Any and all expenses associated with rehearsals, renting rehearsal space, equipment, and paying the pick up band is the responsibility of the PURCHASER.

2. Soundcheck

a. It is agreed and understood that ARTIST shall have access to the venue at least three hours prior to performance time on day of engagement.

b. During the performance, all musical equipment other than ARTIST's own shall be in an area completely off stage.

c. ARTIST will not perform unless provided with a minimum of a 45 minute sound check, which must be completed before the venue, is open to the public. No other band or ARTIST will be allowed to take the stage or move ARTIST'S equipment before ARTIST'S sound check is completed.

d. No one shall be allowed in the venue during sound check other than working personnel and under no circumstances shall photographs nor video be allowed without prior written consent of ARTIST.

e. Sound Technician is not allowed to use compression on Artist's trumpet or EVI sound.

G. DRESSING ROOMS AND HOSPITALITY

1. ARTIST Dressing Room:

TEN (10) new hand towels;

TWELVE (12) Bottles of water, non carbonated, to be provided

THREE DOZEN (36) Assorted finger sandwiches to be provided

ASSORTED FRUIT to be provided for 8 persons

TWELVE (12) Assorted sodas, NO PEPSI, to be provided

Private dressing room with makeup lighting, mirror, iron and ironing board, electrical outlets, access to private restroom facilities with toilet tissue and soap, Hot & Cold running water. Door should be lockable, and key given to ARTIST. Please have all the appropriate condiments, silverware, flatware, glassware, plenty of clean ice and garbage cans. ALL FOOD MUST BE COVERED.

H. Performance:

1. No portion of the performance may be recorded, filmed, taped or embodied in any form for the purpose of reducing such performance. PURCHASER agrees that he will prevent any such recording being made without the express consent of ARTIST. No cameras, tape or video recorders will be permitted in the venue.
2. It is the sole right of the ARTIST to make final determination of choice of songs for performance and ARTIST is not obligated to take requests to perform songs.
3. ARTIST'S obligation to perform is subject to the impossibility to do so because of sickness, accident, inability to perform, medical emergency, means of transportation, acts of God, riots, labor disputes, terrorism, epidemics, and/or any other act or order of any public authority or any case beyond the ARTISTS control. ARTIST shall not be obligated to perform at any other time.
4. **Schedule, Contacts & Itinerary:**
Promoter will furnish a written itinerary to ARTIST with all pertinent information related to Performance including, but not limited to, flight, ground travel, rehearsal(s), sound check, contacts, performances, interview(s) and other appearances, autographs signings, pickup times, significant contacts, etc.
 - a. PURCHASER shall furnish a representative to greet ARTIST and all Band members traveling with ARTIST at designated arrival times.
 - b. All briefings, revisions, updates and/or confirmation of any matters associated with ARTIST's itinerary, including but not limited to, ground travel, rehearsal(s), sound check, contacts, performances, interviews, pickup times, significant contacts, flights, or anything else associated with the performance shall be due, made available and rendered to ARTIST at this time.
 - c. Any other details or questions regarding travel arrangements, performance and media shall be referred to ARTIST (702) 813-4766 email: semajbare@aol.com and cc'd: to ARTIST's designated representative(s) :

I. Parking & Misc:

1. PURCHASER shall provide at his sole expense free parking for up to 5 cars with easy access to the stage door throughout the day until load-out is complete.
2. PURCHASER will (at his sole expense) provide ARTIST with a minimum of ten (10) complimentary tickets for each performance.
Any tickets not used will be released by ARTIST and sold at regular printed price.

FORCE MAJEURE:

In the event of medical emergency or of accident to ARTIST or if a performance is rendered impossible or infeasible by act or regulation of any public authority or bureau, civil tumult, strike, epidemic, acts of terrorism, interruption in or delay of transportation services, war conditions, weather emergencies, or any other cause or cases beyond control of ARTIST, whether of a similar or dissimilar nature, it is agreed that there shall be no claim for damages by either party and Artist's obligation as to the performance affected shall be deemed waived. Inclement weather rendering a performance impossible or infeasible shall not be deemed an emergency, and payment of the guaranteed compensation shall be made notwithstanding, provided that ARTIST is ready, willing and able to perform pursuant to the terms above.
THIS CONTRACT AND ITS ATTACHMENTS IS EFFECTIVE FOR ALL PERFORMANCES AND SUPERSEDES ALL OTHER EXISTING CONTRACTS.

I HAVE READ THE TERMS OF THIS CONTRACT RIDER AND I AGREE TO THE TERMS SET FORTH.
READ AND AGREED TO BY:

purchaser

artist or artist representative

purchaser print name(s)

artist or artist representative print name(s)

date

date