



2867 Suncoast Lakes Blvd. \* Port Charlotte, FL 33980 \* p. 941-204-3548 or 617-877-9099

## PERFORMANCE CONTRACT AND RIDER

This contract and attached rider is for the personal services of **BELLEVUE CADILLAC LLC** for the engagement described below is made, **Enter Date** between the undersigned Purchaser and the undersigned Artist.

**EVENT:**

**CONTACT INFORMATION**

**VENUE:  
ADDRESS:**

**PURCHASER:**

**VENUE:**

**PHONE:**

**WEBSITE:**

**ARTIST:** Doug Bell- (617) 877-9099

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**DATE OF ENGAGEMENT:**

**DOORS / SET TIMES:** Doors; Sets (1) (2)

**WAGE AGREED UPON:**

**DEPOSIT: \$ deposit made payable to Bellevue Cadillac LLC DUE BY ENTER DATE TO CONFIRM DATE**

**FINAL PAYMENT: \$ plus any bonuses due following engagement made payable to Bellevue Cadillac LLC**

**TICKET PRICE:**

**CAPACITY:**

**COMP TICKETS TO ARTIST: 10**

**LOAD-IN:**

**SOUND CHECK:**

**MERCHANDISING: 100% Artist Sells**

**BILLING:** Artist will receive 100% headline billing in any and all advertising and/or publicity for above engagement

**PRODUCTION: Purchaser will provide and pay for sound, lights, and stage per Artist's specs on the attached rider**

**HOSPITALITY:** Purchaser will provide food and beverage per Artist's Hospitality on the attached rider

**I AGREE TO AND ACCEPT THE TERMS OF THE CONTRACT AND CONTRACT RIDER**

\_\_\_\_\_  
**Purchaser:**

**Address:**

\_\_\_\_\_  
**Artist: Bryon Holley**

**Address: Bellevue Cadillac LLC  
2867 Suncoast Lakes Blvd.  
Port Charlotte, FL 33980**

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

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



2867 Suncoast Lakes Blvd. \* Port Charlotte, FL 33980 \* p. 941-875-9885 or 617-877\*9099

## PERFORMANCE RIDER

This Rider, (herein referred to as the "Agreement") is attached to and therefore made part of the contract between **BELLEVUE CADILLAC LLC**, (herein referred to as the "Artist") and \_\_\_\_\_, (herein referred to as the "Purchaser"). The attached technical and production requirements are a result of many performances and are deemed necessary to put forth the best possible performance, aesthetically and technically.

The Purchaser agrees to fulfill the Agreement. Should circumstances arise that will require alterations to the Agreement changes must be confirmed at least fourteen (14) days prior to this engagement by the Artist's Management. The Purchaser agrees to provide at his/her sole cost and expense, the specifications set forth in the Agreement.

**BELLEVUE CADILLAC LLC** takes pride in its commitment to assist our Buyers in making their event the most successful that it can be and will work with you to reach that goal. Should you have any questions, concerns or changes that need to be made regarding the said Agreement please contact the Personnel below who will be working with you in regards to this engagement

**Doug Bell**  
Management/Production/Band Leader  
Phone: 617-877-9099  
[theprofessor@bellevuecadillac.com](mailto:theprofessor@bellevuecadillac.com)

**Bryon Holley**  
Management/Contracts  
Phone: 941-204-3548  
[brain@bellevuecadillac.com](mailto:brain@bellevuecadillac.com)

### 1) BILLING / ADVERTISING

**A)** In **all headlining situations**, the Artist shall receive 100% headline billing in any and all publicity releases and advertisements including buy not limited to television, radio, newspaper, flyers, marquees, lobby boards and programs. **When not headlining**, the Artist shall receive 75% "Special Guest Star" billing. The correct billing for the Artist is "BELLEVUE CADILLAC".

**B)** The Purchaser agrees to **use artwork provided by or approved by the Artist's Management** for any said advertising.

**C)** The Purchaser agrees they **will not commit** the Artist to any personal appearances, interviews, or any other type of promotion without the written consent of the Artist's Management.

**D)** Should any opening/support act surpass their allotted time, the Artist will fulfill their scheduled time allotment and any cost pertaining to this situation shall not be included as a show expense.

### 2) AUDIO / VISUAL

**A)** The Artist allows audio sound recording, videotaping, and still photography at all of their performances unless it is prohibited by the venue. **The Purchaser understands that the recorded media is for the private non-commercial use of the Purchaser only.** Any broadcast of the recorded media or sale of the recorded media is strictly forbidden without the written approval of the Artist's Management. **The Purchaser also agrees to provide the Artist with two (2) copies of the approved recorded media prior to any public use of the recorded media.** The Purchaser understands that the Artist will prosecute to the fullest extent any violation of this policy.

### 3) PERMITS

A) The Purchaser agrees to obtain all licenses, permits, certifications, authorizations, and/or approvals required to be obtained from any law enforcement agency, government, and/or public authority, union, guild, performing rights society, or other entity properly having jurisdiction over or with respect to this engagement. The Purchaser shall comply with and fulfill all terms, conditions and covenants set forth herein. Any and all liability arising out of or in connections with the failure of the Purchaser to perform its obligations hereunder shall be solely the responsibility of the Purchaser.

B) The Purchaser shall inform the Artist's Management at least thirty (30) days prior to this engagement of any special curfews, union rules, fire regulations, sound limits, or any other regulations, restrictions, that could effect the Artist's performance.

### 4) INSURANCE

A) The Purchaser agrees to provide General Liability Insurance coverage to protect the Artist, Artist's Crew, and Artist's Management against injuries to person and/or property as the consequence of the install and/or operation of the equipment provided by the contracted sound, lighting, and any other production companies not associated with the Artist.

B) All insurance policies must be in effect twelve (12) hours prior to the engagement and twelve (12) hours following the engagement.

C) The Purchaser assumes full responsibility and payment of any costs, expenses, charges, claims, losses, liabilities, and damages relating to or based upon the presentation or production of this engagement, unless it is direct result of the acts of the Artist, Artist's Crew, Artist's Management, sound, lighting, and/or any other production companies associated the Artist.

### 5) TICKETING

A) On all engagements, percentage or otherwise, no deductions of expenses shall be made from the Artist's monies other than those submitted at time of the offer, unless the Purchaser presents to the Artist's Management a bonafide bill or statement from the company, person, and/or organization. If the Artist's Management approves payment for such a bill or statement, the Artist has the right to audit books and box office receipts of the Purchaser within ninety (90) days of this the engagement. Notification will be in the form of a certified letter.

B) The Purchaser shall provide the Artist's Management with ten (10) complimentary tickets per engagement if the venue capacity is fewer than 500, fifteen (15) complimentary tickets if venue capacity is over 500 and twenty five (25) complimentary tickets if the venue capacity is 1000. Any unused complimentary tickets will be returned for resale prior to the start of the engagement

C) If said engagement is based on a guaranteed deal plus a percentage of the door then the Purchaser's complimentary tickets shall be limited to no more than 1% of the venue capacity or equal to the amount of the Artist's complimentary tickets. Any unused complimentary tickets will be returned for resale prior to the start of the engagement

### 6) MERCHANDISING

A) The Purchaser agrees that they will not sell any products identified with the Artist's name or logo at the place of this engagement or any adjacent place under his/her control, nor will they license third parties to do so or permit such sale by third parties.

B) The Purchaser agrees that the Artist's Management has the sole and exclusive right to the sale of all forms and types of souvenir items, including but not limited to booklets, buttons, T-shirts, hats, programs, photos, videos, compact discs, and pre-recorded tapes.

C) The Purchaser agrees to provided adequate space in a well lit area, as well as appropriate chairs and tables for the Artist to sell such items in an optimum position determined by the Artist.

D) The Purchaser agrees that the Artist receives 100% of all Artist merchandising sales. If a venue split is required the Artist's Management must be informed of split prior to the engagement to be approved. **If a venue split is approved the Purchaser will be asked to staff the Artist's merchandising table.**

## 7) DRESSING ROOM

- A) The Purchaser agrees provide Artist, Artist's Crew, and Artist's Management with a comfortable dressing room large enough to accommodate twelve (12) people. The dressing room should be clean and accessible to a bathroom.
- B) If possible the dressing room should be made available to the Artist three (3) hours prior the start of this engagement.

## 8) HOSPITALITY

- A) The Purchaser agrees to provide complimentary meals for the Artist and the Artist's Crew for this engagement. The Purchaser and the Artist's Management will work out food items and meal times prior to this engagement that best meet the needs of both the Purchaser and the Artist.
- B) The Purchaser can forgo any additional charges and opted for a meal buyout of \$15 per person in lieu of a catered meal for this engagement.
- C) The Purchaser agrees to provide complimentary non-alcoholic beverages for the Artist and the Artist's Crew for this engagement. The Purchaser and the Artist's Management will work out beverages prior to this engagement that best meet the need of both the Purchaser and the Artist.
- D) The Purchaser agrees to provide one (1) case of complimentary non-carbonated bottle water for the Artist and the Artist's Crew while they are performing on stage for this engagement.**

## 9) FORCED MAJEURE

- A) Obligation of the Artist to perform is subject to the prevention to so by illness or accident affecting the Artist, or if a performance is rendered impossible of not feasible by any force majeure or any other event not within the control of the Artist (including but not limited to accident, fire, riot, war, civil disturbance, strike, lockout or other dispute, act of god, or any other similar event or conditions beyond the control of the Artist).
- B) If the Artist is unable to perform, all best efforts will be taken to (a) re-schedule or (b) make other mutually acceptable arrangements between the Artist and the Purchaser.
- C) The Artist agrees that the Purchaser may cancel this engagement at his/her discretion for a full refund of his/her deposit sixty (60) days prior to this engagement. If the Purchaser cancels this engagement within forty-five (45) days prior to this engagement the Purchaser will forfeit the required deposit amount. If the purchaser cancels this engagement less than thirty (30) days prior to this engagement the Purchaser must compensate the Artist the full contracted amount. If the Artist is able to fill the cancelled date the Artist will return the difference of any new engagement booked for same cancelled date.
- D) The Purchaser agrees Artist may cancel engagement hereunder, at the Artist's sole discretion, by giving the Purchaser at least sixty (60) days notice. The Artist agrees to return any deposit money to the Purchaser.

## 10) PAYMENTS / DEPOSITS

- A) This engagement will be considered booked and confirmed by the Artist's Management when the Artist's Management has received the Purchaser's signed copy of the contract and rider along with the required deposit check as state on the contract face. **At no time does the Artist consider this engagement confirm until the required deposit is received by the Artist's Management.**
- B) **All payments and deposits must be received by the date specified on the contract face. If a deposit is not received by the due date indicated on the contract face the Artist's Management will release the date to other potential buyers.**
- C) All final payments are to be made to the Artist's Management Personnel listed on Page 2 of the contract and rider in a timely manner following the engagement. **All Payments must be made in the form of cash, certified check, and company/university check. All checks are to be made payable to BELLEVUE CADILLAC LLC (Tax ID: 04-3477089)**