



THE DANCING MACHINE REVIEW®
PERSONAL APPEARANCE RIDER

Attached please find the Contract Rider covering the necessary provisions for THE DANCING MACHINE REVIEW® engagement, the purchaser should study this Rider and make the necessary arrangements for the provisions hereunder.

The purpose of this Rider is to assure the Purchaser, the Artist, and the audience of the best possible performance situation.

No deviations or eliminations from this Rider shall be made without approval by the Artist or their representative. All inquiries concerning this Rider should be directed to:

Artist Management: SPIRIT MEDIA, INC.
P.O. Box 43591
Phoenix, AZ 85080
(602) 373-7878 Office

Tour Manager: _____

Production Manager: _____

Any changes will only delay the successful execution of this contract/rider. Thank you, and best wishes for a successful engagement.

PLEASE NOTE: 50% DEPOSIT THIRTY DAYS IN ADVANCE. BALANCE DUE PRIOR TO SHOWTIME. CASH ONLY WILL BE ACCEPTED FOR THE BALANCE PAYMENTS - NO CHECKS OF ANY KIND, INCLUDING CASHIERS CHECKS.

**THIS RIDER ATTACHED TO AND HEREBY MADE A PART OF THE CONTRACT DATED
_____ BETWEEN _____
(HEREINAFTER REFERRED TO AS “PURCHASER”), COVERING ENGAGEMENT OF THE
DANCING MACHINE REVIEW® (HEREINAFTER REFERRED TO AS “ARTIST”)**

FORCE MAJEURE:

Purchaser’s obligation to furnish entertainment until referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, difficulties, epidemics, and any act or order of any public authority or any cause, similar or dissimilar, beyond Purchaser’s control.

Provided Artist is ready, willing and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof regardless of Act of God, fire, accident, riot, strike or any events of any kind or character whatsoever, whether similar or dissimilar to the foregoing event which would prevent or interfere with the presentation of the show hereunder.

Any guarantees hereunder to Artist shall be reduced pro-rate with respect to each performance canceled by force majeure, in the ratio that the number of performance bears to the total number of performances set forth hereto provided the Artist duly performs his services hereunder with respect to the performances which are not canceled.

INCLEMENT WEATHER:

Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence and the Purchaser shall remain for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Management shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous, or unsafe.

PURCHASER ASSUMES RESPONSIBILITY:

Except as otherwise herein specifically provided, Purchaser hereby assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the show or shows in which Artist is to appear hereunder.

Purchaser shall provide at his sole cost and expense all licenses, permits, authorizations and certificates required from each governmental authority, board agency, guild or association properly having jurisdiction over any element of the engagement, any taxes imposed by any governmental authority with respect to the use or occupancy of the venue or sale of tickets shall be paid by Purchaser.

FAILURE TO FULFILL OBLIGATIONS:

Each one of the terms and conditions of this contract is of the essence of the agreement and necessary for Artist's full performance hereunder. In the event Purchaser refuses or neglects to provide any of the items herein stated and/or fails to make any of the payments as provided herein, Management shall have the right to refuse to perform this contract, shall retain any amount theretofore paid to Management by Purchaser, and Purchaser shall remain liable to Management for the agreed price herein set forth. In addition, if on or before the date of any scheduled concert, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is in Management's opinion unsatisfactory, Management shall have the right to cancel this engagement by notices to Purchaser to that effect, and in such event Artist's Management shall retain any amount theretofore paid to Management by Purchaser.

INDEMNIFICATION:

Purchaser agrees to indemnify and hold harmless Artist and Management and his employees, contractors, and/or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, of in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the engagement.

Purchaser shall also indemnify and hold harmless Artist and Management and his employees, contractors and or agents from and against any and all loss, damage, and/or destruction occurring to its and/or employees, contractors, or agents instruments and equipment at the place of the engagement, including, but not limited to, damage, loss, or destruction caused by Act of God.

TAXES:

Purchaser shall pay and hold Artist and Management harmless of and from any and all taxes, fees, dues and the like relating to the engagement hereunder and the sums payable to Management shall be free of such taxes, fees, dues and the like.

CHOICE OF LAW / FORUM:

This agreement shall be deemed and made and entered into in the State of Nevada and shall be governed by all laws of such state applicable to agreements wholly to be performed herein.

ANTICIPATORY BREACH:

If on or before the date of any scheduled performance hereunder, the financial standing or credit of Purchaser has been impaired or is unsatisfactory, Management shall have the right to demand payment forthwith of the guaranteed compensation specified above, and if Purchaser fails or refuses to make such payment forthwith, Management shall then have the right to cancel this agreement. In the event of such cancellation, Artist and Management shall have no further obligation to Purchaser hereunder, and shall retain any moneys theretofore paid to Management by Purchaser.

INTERNATIONAL TRAVEL:

In the event the place of performance is outside the continental limits of the United States, Purchaser agrees to procure, at his sole expense, for Artist and party, the necessary visas, work permits and other documents of any nature whatsoever necessary or usually obtained to enable Artist to render its services hereunder. Also, Purchaser shall be responsible for, and indemnify and hold Artist and Management harmless from and against all local, municipal and country or government taxes, fees, and levies on all income earned by Artist or Artist's employees while in the country or countries covered by this contract.

INSURANCE:

Purchaser agrees to provide at his sole cost comprehensive general liability insurance (including without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment provided by Artist and/or its employees, contractors, and agents). Such liability insurance shall be in the amount required by the venue, but in no event shall have a limit less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damages. Such insurance shall be in force and effect at all times Artist or any of Artist's agents or representative are in the venue. Artist and his representatives for the engagement shall be listed as additionally named insured under such insurance and his shall be indicated on the pertinent certificate of insurance. Purchaser further agrees to provide full all-risks insurance coverage for all equipment provided by Artist and/or its employees, contractors and agents against fire, vandalizing, theft, riot, or any other type of act causing harm or damage to, or loss of, the equipment so provided. Certificates of Insurance relating to the coverage listed above shall be furnished by Purchaser to Management at least fourteen (14) days prior to the engagement. Management's failure to request to review such insurance certificates shall not affect Management's rights or Purchaser's obligations hereunder.

MODIFICATION OF THE CONTRACT:

It is understood and agreed that the contract may not be changed, modified, or altered, except by an Instrument in writing, signed in accordance with the laws of the State of Nevada. This contract may not be assigned, or changed, modified, or altered except by an instrument in writing signed by the parties. Nothing in this agreement shall require the performance of any act contrary to the law or to the rules or regulation of any union, guild, or similar body having jurisdiction over services of Producer or over the performance(s) hereunder. Whenever there is any conflict between any provisions of this contract any law, or any such rule or regulation of any such union, guild or similar body, such law, rule or regulation shall prevail and this contract shall be modified to the extent necessary to eliminate such conflict. This is the sole and complete agreement between the parties with respect to the engagement. Nothing in this contract shall be construed to constitute the parties as a partnership or joint venture, and Producer shall not be liable in whole or in part for any obligation that may be Incurred by Purchaser in carrying out any of the provisions hereof, or otherwise.

BILLING:

Purchaser agrees that Artist shall receive 100% sole star top headline billing in any and all publicity releases and advertisements, including, but not limited to, programs, flyers, signs, lobby boards and marquees. No additional act or acts may be presented or contracted for this engagement without approval of the Artist, and no such act shall receive more than 50% billing in type and size. The billing for Artist as a supporting act shall be subject to the Artist's approval. Purchaser agrees that no other name shall appear in type more than 50% of the type afforded the Artist with respect to size, thickness, boldness and prominence.

PERFORMANCE:

The creative control, routines, content, and length of the entire presentation are of the sole discretion of Artist's Management.

PERFORMANCE REPRODUCTION:

Artist shall have approval of all likenesses of Artist, which are to be used in connection with the advertising and promotion of the engagement. Purchaser agrees that all photographs, biographical information and other material furnished by Artist to Purchaser shall remain the property of Artist, and may not be used or associated directly or indirectly with any product or service without Artist's prior written consent.

Purchaser will not permit the recording or broadcast, audio and/or visual of any performance without the expressed written consent of Artist's Management. Additionally, Purchase shall make and announcement five (5) minutes prior to the commencement of the performance(s) that no cameras or photographic equipment will be allowed into the facility. It is understood and agreed that any and all professional photographers who will be permitted access to the facility for purposes of photographing the engagement hereunder will be granted access only after such photographer has received written authorization and clearance from Artist's Management or Artist's Representative, _____.

Purchaser warrants that it will neither commercially use nor authorize the commercial use of any photographs taken during the engagement hereunder without limiting Artist's rights. Purchaser shall bear all costs incurred as a result of failure to comply with the foregoing.

COMPLIMENTARY TICKETS:

The Dancing Machine Review® shall receive a minimum of TWENTY FIVE (25) complimentary tickets per show. Purchaser shall insure that these tickets are preferred seats (ie. main floor and orchestra only). Tickets are to be held by Purchaser until Artist's Representative authorizes release. In addition, Purchaser will supply TWENTY FIVE (25) full access backstage passes. Tickets and passes will be made available to _____ 2:00 PM on day of show.

MERCHANDISING:

Artist shall have the sole and exclusive right, but not the obligation, to sell souvenir items, including books and t-shirts, in connection with and at the performance(s) hereunder, and the receipts thereof shall belong exclusively to the Artist or his representative. Further, Purchaser will not sell booth space, license to otherwise approve or encourage any parties, other than Artist's duly approved representatives to sell or merchandise any item or product which carries Artist's likeness, name(s), logo or facsimile thereof.

The Purchaser will provide a well-lit secure place to erect a merchandising stall. This shall be in such a position to be easily visible to the public using the main entrance. This is to be at no cost to the Artist. Purchaser agrees that is arrangement for presenting the engagement provided herein shall prohibit the sale of souvenir or similar merchandise on the premises in connection with this engagement other than Artist's official merchandise provided by Artist.

TRANSPORTATION:

Purchaser agrees to provide one (1) licensed large passenger van, with licensed driver for transportation of Artist from airport to hotel upon arrival, hotel to rehearsal and return, hotel to venue and return to hotel (for each performance), and hotel to airport upon departure.

These vehicles are to be for the exclusive use of the Artist only. Purchaser agrees to provide parking spaces for such vehicle in close proximity and with direct access to the stage door from load-in to two hours following completion of performance.

HOTEL ACCOMMODATIONS:

If the purchaser is to pay for or provide Hotel Accommodations, the following is required:

1. Purchaser shall provide 5 non-smoking, double occupancy hotel rooms, minimum 4 or 5 star hotel
2. Pre-paid hotel voucher (room & tax) must be received by Artist Representative no later than 30 days prior to the engagement.

SECURITY:

Purchaser will allow only those persons backstage whom Artist had authorized. Purchaser, upon request of Artist or their representative, will remove or cause to be removed from the backstage area, any unauthorized person(s). Purchaser agrees to supply adequate uniformed security guards for backstage security to arrive no later than one (1) hour prior to house opening on the day of engagement, and to be placed under the sole direction of Artist's Representative. Artist and Artist's Management retain the right to increase security, at no cost to Artist, if the situation merits. All security personnel are to be at Purchaser's sole cost and expense.

REHEARSAL:

Purchaser shall provide Artist with a rehearsal period; the length to be determined by Artist, but will not be less than two (2) hours or more than four (4) hours. Rehearsal time, date and location to be decided by Artist. Purchaser agrees that at his sole cost and expense, on the day of the performance, the place where the engagement will be held, be available for technical set-up and rehearsal at least ten (10) hour prior to the time the house will have opened for the first performance. Purchaser further agrees to have all personnel required for full and complete set-up, including but not limited to; the house electrician, an adequate amount of stage hands plus two (2) loaders. The operators of the following spotlights must be available for cue rehearsal thirty (30) minutes prior to showtime. Once Artist's equipment has been set, it must remain as is; no exceptions without Artist's approval.

LOAD IN:

Stage call for load-in is to be at 8:00 am on the day of the show. Consult with Production Manager. It is required that Purchaser employs a representative to be responsible for the smooth running of the show(s) set-up and schedules. This representative is to be available at all times from load-in to completion of load-out. A person with reliable transportation must also be available to act a Runner throughout the set-up, performance, and after the show.

SPECIAL NOTE:

The Production Manager and / or Tour Manager will have the FINAL DECISIONS in the following areas: Sound and Lights.

Contact must be made no later than twenty-one (21) days prior to the show date with Production Manager _____ and / or Tour Manager.

If all Rider requirements are not met or approved by the Production Manager _____ or Tour Manager, the Artist has the right to cancel the performance.

ADDITIONAL PURCHASER'S RESPONSIBILITIES:

Purchaser warrants that he has the right to enter into this contract agreement, and is of legal age to enter into a binding contract. Purchaser represents and warrants that it is at the present time, or will be, the owner or operator of, or has or will have a valid lease (executed in its own name) upon, the place(s) of performance on the date(s) and at the time set forth in this Agreement, proof of which will be given to Artist upon request. The person executing this Agreement on Purchaser's behalf represents and warrants that he had the authority to do so, and such person hereby personally assumes liability for the payment of all sums due Artist hereunder. Artist shall not be required to perform or appear before any audience where tickets sales or seating are made on the basis of race, creed, or sex, and no statement made in advertising or my promoting media shall suggest otherwise, or where physical violence or injury to Artist is likely to occur.

The specific capacity, gross potential, and ticket price breakdown of the facility where Artist is to perform under this Agreement must be clearly printed on the face of the contract to which this Agreement is attached.

If there will be absolutely NO ADMISSION charged to any part of the audience for the engagement hereunder, this condition must be so state on the face on the contract. If, at the engagement, there is evidence that admission was or is being subsequently charged for Artist's performance, Purchaser agrees that the Artist will receive 100% of the admission receipts collected.

CANCELLATION:

In the event of a conflict, Artist may cancel the engagement hereunder or any part thereof without liability by giving Purchaser at least thirty (30) days written notice to such effect so as to render Artist's services in preparation, performance or other activity relating to a television series, television special, television appearance, a motion picture, stage production, or engagement in the State of Nevada. In the event the engagement provided for pursuant to this Agreement is canceled for any reason, Purchaser shall not release to the Press or public, any statements concerning such cancellation (other than a statement merely stating the fact of such cancellation), without first having obtained Artist's consent as to the text and content of such statement.

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and this Agreement may not be changed, modified, or altered except by an instrument in writing, signed by both parties. This Agreement and all matters related thereof shall be construed in accordance with the laws of the State of Nevada, applicable to contract entered into and wholly performed herein. Any claim or dispute arising out of or relating to the Agreement of the breach thereof shall be settled by arbitration in _____, in accordance with the rules and regulations then obtained of the American Arbitration Association governing the three-member panel.

Purchaser shall not have the right to assign its rights and delegate its duties hereunder.

AGREED AND ACCEPTED BY: THE DANCING MACHINE REVIEW®

(Purchaser)

By the Representative for
SPIRIT MEDIA, INC. F/S/O
THE DANCING MACHINE REVIEW®

DRESSING ROOMS AND HOSPITALITY:

Purchaser shall furnish Artist, at no cost to Artist, for the engagement herein, the following:

Artist Representative/Tour Manager shall have all access to private dressing rooms with a telephone for his/her exclusive use or the use of production staff. These rooms are to be made available upon load-in. These dressing rooms are to remain locked at all times unless requested by Artist Representative/Tour Manager.

One (1) large or two (2) small Dressing Rooms(s) to be furnished as follows:

- 1.) 6 white bath towels
- 2.) 12 white hand towels
- 3.) 1 full length mirror
- 4.) 1 table with lighted mirrors for makeup
- 5.) 1 coat rack with hangers
- 6.) 3 minimum electrical outlets
- 7.) 1 Television and 1 DVD Player or VCR
- 8.) Private lavatory/shower facilities within very close proximity
- 9.) Comfortable sofa seating for a minimum of 6 people
- 10.) Adequate lamp light - please no fluorescent

****All dressing room hospitality items should be set two hours prior to Artist performance time and not removed until the Artist departs the building.****

LAUNDRY

Please advise Artist Representative/Tour Manager about laundry facilities and/or service. In almost all cases, we will need a wardrobe person to have stage clothes laundered for every performance, including dry cleaning, pressing, and/or steaming.

FOOD / DRINKS:

- 1.) 1 Assorted fresh fruit platter, adequate for 12 people
- 2.) 1 Deli Tray with assorted meats (NO PORK), cheeses, lettuce, tomatoes, and onion, for 12 people (or comparable substitute)
- 3.) 1 tray of assorted breads with individual mustard and mayonnaise packets
- 4.) 1 tray of baked chicken wings with BBQ and hot sauce on the side
- 5.) 1 tray of assorted pastries and danishes
- 6.) Coffee and assorted herbal teas (with hot water, powdered creamer, lemon, sugar, Equal, and honey)
- 7.) 1 Case (24) bottles of spring water, chilled
- 8.) 1 Case (24) assorted canned soft drinks, regular and diet, chilled
- 9.) Ten (10) Gatorade or Powerade Sports Drinks (assorted flavors)
- 10.) Two (2) four-packs of Red Bull Energy Drink or comparable substitute energy drink
- 11.) Adequate supply of Styrofoam cups, plates, napkins, and utensils

BACKLINE EQUIPMENT / FOR STAGE PRODUCTION:

- 1.) Stage Size - Minimum of 30'w x 25'd x 2' or comparable size. The areas immediately in front of stage facing audience will be barricaded in order to prevent any member of the audience from accessing the stage, to avoid any type of accidents and for the safety of the Artist.
- 2.) Two (2) Fog Machines - not oil-based
- 3.) Five (5) UHF wireless microphones Beta 58 capsules with Stereo Effects, and five (5) round base stands
- 4.) One (1) Isomax Countryman wireless microphone headset
- 5.) Five (5) Overhead or Down stage monitors pointed at stage to be used for group vocals
Two (2) speakers overhead or on-stage pointed at group on stage left and stage right for sound
- 6.) Effects: Vocal - a total of five (5) digital reverbs and five (5) digital delays
Plus Limiter and Compressor are required
- 7.) One (1) Bass Guitar with shoulder strap and stand
- 8.) One (1) Electric Guitar with shoulder strap and guitar stand
- 9.) Roland V-Drum TD 20-S with rack, stool, and two (2) sets of drumsticks
(or comparable substitute)
- 10.) Two (2) Dual Layer Keyboards with stand and stool for each side of the stage:
 - A.) Two (2) Triton Keyboard - 61 Note Studio Workstation (or comparable substitute)
 - B.) Two (2) Yamaha Motif 6 - 61 Note Workstation (or comparable substitute)
 - C.) Two (2) Apex AX 48BP - 2-tier column stand (or comparable substitute)
 - D.) Two (2) stools
- 11.) Three (3) Latin Percussion instruments: Tambourine, Cowbell with Drumstick, and One (1) set of Maracas
- 12.) One (1) or more Giant TV monitors or comparable replacement
(ie. large screen(s), Jumbo-tron, or Digital Projector with DVD capabilities)
- 13.) One (1) Pro Quality DVD Player with inputs to (ie. Large screen(s), Jumbo-tron, or digital projector
- 14.) One (1) Pro Quality CD Player with burn capabilities
- 15.) One (1) Pro Quality Dual cassette machine set up for playback and record
- 16.) One (1) Pro Quality DAT machine set up for playback and record
- 17.) One (1) Pro model Stage Confetti Launcher, to be placed on or above the stage.
Must shoot 25 ft or more.
- 18.) Four (4) High Quality low profile walkie talkies are required.

LIGHTING

- A. Ten (10) N/C Floor Specials, mounted on single floor stands, and One (1) 10' trussing with 10 or more Studio Color Lights placed on stage behind performers - 10 ft. behind mics, set at 65° angle**
 - B. Two (2) 10' trussings with 10 or more Studio Color Lights hung above stage**
 - C. Four (4) SUPER TROUPER Spotlights or Comparable Substitute**
 - D. Four (4) overhead spotlights or Comparable Substitute**
 - E. Two (2) or more Strobe Lights**
 - F. One (1) mirrored disco ball**
 - G. Colored Laser Lights**
- 1.) Rigging to hang 6' x 6' banner provided by Artist**
 - 2.) House Speaker System must be able to deliver 115 db of undistorted sound evenly throughout the venue**

STAGEHANDS:

**Purchaser agrees to furnish at his sole cost and expense the following: NO LESS THAN LOAD IN:
(2) Loaders (8) Deck Hands (1) Electrician (3) Riggers (2) Up (1) Down**

Purchaser agrees to furnish at his sole cost and expense, one (1) forklift with a minimum of a fifteen (15) foot reach, and an operator for the same forklift, if needed.

A House Master Electrician will be required to make all necessary power hook-ups and disconnects of the main house power feed.

DURING SHOW CREW CALL:

- * 4 Deck Hands (two who know sound)**
- * 4 Spotlight Operators**
- * 1 Electrician**

LOAD OUT WILL BE THE SAME NUMBER OF STAGEHANDS AS WAS LOAD IN