

Sens de Vie

Harris III  
*Master Illusionist*

Sens de Vie Contract Rider

Updated 1/1/2010

**Please direct all questions and correspondence to:**

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## I. GENERAL INFORMATION

- A. The following Rider is part of the included contract, and a copy of this Rider should be signed and returned with the contract and deposit as acknowledgement of the needs of the TOUR. This Rider is not meant to burden the SPONSOR or put undue strain on resources, but rather to help both the SPONSOR and the PERFORMER to provide the best possible experience for all involved. Please read each page in its entirety. It is very important to clear any necessary deviations from this Rider as soon as possible. SPONSOR agrees that any changes will be subject to approval in writing.
- B. No other performances or acts should be added to the show line-up without prior written permission.
- C. SPONSOR and/or Sponsor's representative must be present from the beginning of load-in until completion of load-out.
- D. When applicable, SPONSOR agrees to afford PERFORMER a minimum of up to 10 complimentary tickets/passes for their guests at each performance.
- E. **INSURANCE:** SPONSOR agrees to provide comprehensive general liability insurance (including, without limitation, coverage to protect against any and all injury to persons or property as a consequence to the installation and/or operation of the equipment and instruments provided by PERFORMER, and/or its employees, contractors and agents). Such liability insurance shall be in the amount required by the concert venue, but in no event shall have a limit of no less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and effect at all times the PERFORMER or any of PERFORMER's agents or independent contractors are in or around the concert venue. PERFORMER (The Solomon Group, Inc), shall be listed as additional named insured's under such insurance.

Certificates of insurance evidencing the coverage described above shall be furnished by SPONSOR to PERFORMER's Management at least 7 days prior to the event, or upon request. Failure of PERFORMER's Management to request or review such insurance certificates shall not affect either the PERFORMER, PERFORMER's Management, or rights or the SPONSOR's obligation there under. SPONSOR warrants and represents that SPONSOR will have in effect throughout the term of this Agreement the insurance required there under, including, without limitation, complete and adequate public liability insurance.

- F. **INDEMNITY:** SPONSOR will save, indemnify, and hold harmless PERFORMER, PERFORMER's Management, and Management's and PERFORMER's respective agents, managers, employees, attorneys, and representatives from and against any and all claims, demands, debts, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees) arising out of or in connection with any breach or alleged breach by SPONSOR of any injury, death, or loss of or damage to property that occurs in connection with the subject matter of this Agreement, or its costs of all event expenses, or any and all taxes, levies assessments or charges that any government entity might declare due and owing as a result of PERFORMER's performance there under. SPONSOR will reimburse PERFORMER or PERFORMER's Management on demand for any payment made by PERFORMER or PERFORMER's Management at any time after the date hereof in connection with any liability or claim with respect to which PERFORMER or PERFORMER's Management is entitled to be indemnified.
- G. **CANCELLATION:** Unless stipulated to the contrary in writing, SPONSOR agrees that PERFORMER may cancel the engagement hereunder without liability by giving the

SPONSOR notice thereof at least 30 days prior to the commencement date of the engagement hereunder.

Force Majeure – PERFORMER’s obligation to furnish that entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, "Act of God", fire, accident, riot, strike, or any events of any kind or character whatsoever, whether similar or dissimilar to the foregoing events, which would prevent or interfere with the presentation of the show. Provided PERFORMER is ready, willing, and able to perform, SPONSOR agrees to compensate PERFORMER in accordance with the terms hereof regardless of "Act of God", fire, accident, riot, strike or any events of any kind of character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.

**H. PERMITS/LICENSES/CERTIFICATES:** SPONSOR, at his sole cost, shall obtain all licenses, permits, certificates, authorizations, or other approval required to be obtained from any union, guild, public authority, performing rights society, or other entity properly having jurisdiction over or with respect of the engagement and shall comply with and fulfill all terms, conditions, and covenants set forth therein.

**I. LEGAL WARRANTY:** SPONSOR warrants that he has the right to enter into this contract and is of legal age.

**J. ENTIRE UNDERSTANDING:** This rider and contract constitutes the sole, complete, and binding agreement between the parties hereto. This Agreement may not be changed, modified, or altered except in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Tennessee. The venue for any dispute shall be Nashville, Tennessee, and SPONSOR hereby consents to jurisdiction of State and Federal courts located in Nashville, Tennessee. SPONSOR shall not have the right to assign this Agreement, or any provisions thereof, or delete its duties or obligations hereunder this Agreement.

**K. NOT A PARTNERSHIP:** Nothing herein contained shall ever be construed as to constitute the parties heretofore as a partnership, or joint venture, not to make PERFORMER liable in whole or in part for any obligation that may be incurred by SPONSOR in SPONSOR’s carrying out of the provisions hereof, or otherwise. The person executing this Agreement warrants his authority to do so. In the event of any inconsistency in understanding or regarding this event(s), the provisions of this rider shall control.

**L. PRODUCTION RIDER:** SPONSOR agrees to fulfill all of the specifications with regards to the attached PERFORMER’s Production Rider. See below. PERFORMER travels with sound and lighting production, and props.

## **II. VENUE & STAGING**

A. The *ideal* performance area should be at least 30-40 feet wide, 20--30 feet deep, with a minimum of a 30’ ceiling height. This does NOT include additional backstage and wing space. If this is not possible, SPONSOR should contact Harris’ Management to discuss other options.

B. SPONSOR will ensure the stage area is completely cleared of everything before load-in, sound check and performance.

C. All seating should be in the front of the stage. Due to Sens de Vie consisting of visual arts, seating may not extend more than sixty (60) degrees from centerline of stage. Please call if clarification is needed. This ensures visibility by all audience members.

- D. SPONSOR will ensure that the venue is available at least eight (8) hours prior to “doors open” for load-in. Unless a complicated load-out situation exists, venue is typically cleared within two hours after show ends.
- E. Due to size of this TOUR’s gear, SPONSOR will provide parking at the closest exterior entrance to stage for a 42’ bus and 16’ trailer. Preferably, bus should not move during event. The parking area should be cleared early that morning, as PERFORMER will normally pull in early the day of the show. Any permits or fees necessary to park the bus must be paid for by the SPONSOR well in advance of PERFORMER’s arrival.
- F. **Power** – If possible, venue shall provide a 3 Phase 100 amp breaker. Performer travels with full lighting and sound production needing the separate circuits for each. If necessary, SPONSOR will have an electrician available on site to wire the power distro into the venue’s main box. The head house manager, or head custodian will give FULL ACCESS to any stage associated stage circuit breaker boxes to the tour/stage manager for the full amount of time while in the venue. **In most theatrical venues, this isn’t required due to power and separate circuits already available. Check with us for any needed clarification.**
- G. **Lights & Sound** – Though this tour travels with full lights and sound, it is common for the venue to have installed systems that are more effective for the room than a touring rig. It is common for this tour to “patch in” and supplement the venue’s gear when it is available. (This also decreases our power needs as listed above.) Please ensure access to venue’s lighting fixtures, dimmers, power, and console.
- H. This show is enhanced by the subtle use of water-based fog & haze. **HOST agrees to confirm in advance, prior to our arrival, that this is cleared with any necessary entities, and that no smoke alarms will be affected or set off by the use of these effects.** Please call or email with any questions.

### III. LOAD-IN & LOAD-OUT

- A. SPONSOR will ensure that only people who are directly associated with performance or production of the show will be allowed to enter and exit the auditorium during set-up, rehearsal, and tear-down. Please help us by strictly enforcing this policy. Please call or email with any questions.
- B. SPONSOR will provide at least six (6) male volunteers over the age of 18 to assist in the load-in and load-out of the gear. Volunteers will need to be available 9 hours prior to show time (**exact load in time will be discussed in advancing with road management, and volunteers will be expected to be there at the exact determined load in time**) and immediately following the show.

### IV. HOSPITALITY, SECURITY, & LODGING

- A. SPONSOR will provide a runner (an adult with valid driver’s license) at the venue to assist the team as needed. The runner should be available from our arrival to departure and have access to a reliable vehicle (mini van most useful). They should also have a good knowledge of the area and be able to accurately navigate around his or her city.
- B. SPONSOR will provide reasonable security at all times to ensure the safety of the performers, personnel, personal property, vehicles, etc. from load-in until completion of load-out. **NO ONE in attendance is to be backstage or on the stage at any time before, during and after the performance.** Please do not be extravagant, and do not provide more people than necessary.

- C. If you do decide to get extravagant for security, professional Ninja training and authentic, imported ninja uniforms are preferred. Also, numb-chucks and Ninja throwing stars look cool too. If you have trouble finding a resource for this gear, contact info for our preferred Ninja, Chuck Norris, is available upon request from management. (Yes, we're kidding.)
- D. SPONSOR is to provide lodging for TOUR as required by the contract. Lodging will consist of **5 double bed rooms** non-smoking with wireless internet at a Hampton Inn (Preferred) or other Hilton brand, Marriott brand, Wyndham brand, Holiday Inn, Hyatt Place, or the equivalent. **The rooms are to be held under the name of BJ Harris**, and should be reserved for early check-in (approximately 11:00 a.m.) if possible. In the event that the tour does not need all of the rooms or has to leave early for the next engagement, we will notify you well in advance to give you the ability to cancel any reservations without penalty. The tour will exchange the forgoing hotel rooms for the cash value when needed.

The tour's Road Manager will confirm PERFORMER check in time in advance. SPONSOR will be asked to furnish directions/physical address for the hotel, phone numbers, and reservation confirmation numbers at that time. **Hotel confirmation numbers will be asked to be ready no later than 30 Days before performance. Please confirm w/ the hotel in advance that billing taken care of, and that no additional pay will be required for check-in. This is a common problem for us.**

- E. **Food & Beverages:** Unless the attached agreement/contract states differently, SPONSOR will provide two (2) meals for up to twelve (12) people.
- a. **French Cuisine:** This show was inspired by Vaudeville, a variety form of entertainment that existed during the turn of the century. (Vaudeville was the first form of live entertainment made available to low and middle class families.) Because Vaudeville originated in France, and is derived from a French word, the name of this tour, "Sens de Vie," is French, and is translated, "The Meaning of Life." In order to maintain the creativity of all performing artists involved in this tour, it is essential that you perform adequate research of early 1900's French culture, and provide a suitable menu of French Cuisine to our Cast of true performing artists. Favorites include the following, but you are highly encouraged to create your own menu, based upon your culinary research:
- i. Rillettes of Hudson Valley Duck," Cornichon, Frisee w/ Whole Grain Mustard
  - ii. Atlantic Salmon Tartare & Chilled Select Oysters with Yuzu Mignonette
  - iii. Gently Warmed Jumbo Lump Crabmeat, Cauliflower Puree, White Truffle Oil
  - iv. Warm Duck Confit, Endive, Apple, Walnuts, Roquefort, w/ Sweet English Pea Soup, Mushroom Panna Cotta, Micro Pea Leaves, Brioche Crouton
  - v. Rack of Lamb, Oven Dried Tomatoes, Herb Scented Summer Squash, Black Olive, Chevre Lamb Jus
- b. If the above menu options seem difficult to provide, then we're totally cool with some sandwiches and Kool-aid. The fact is, the section above is just a joke, and we wanted to make sure you're paying attention and reading everything carefully. Frankly, we don't really want any French food. (Unless it's French Fries.)

There's some important stuff in this rider that we have to put in due to legal requirements. We also know that there are some crazy artists that have ridiculous and unreasonable demands, (like infamous bowls of green M&M's.) We aren't out to put stress on people, we just need to make sure we don't burn out and get sick of the road. These are just some simple things that help contribute to us maintaining our love for full-time touring and travel. That being

said, thanks for your sense of humor! The following hospitality requests will meet our needs just fine.

- c. **Lunch:** Lunch should be set up and ready to serve by 11:00 am, and remain set up until 2:00 pm. This lunch can consist of typical lunch foods such as sandwiches (burgers, clubs, subs), soups, deli, fruit, veggie, and cheese trays.
  - d. **Dinner:** Dinner should be served no later than 90 minutes prior to show time. Dinner should consist of an entrée, a few side items and a dessert. This dinner should consist of anything SPONSOR would like to provide with the exception of heavy foods such as pizza, pasta, and heavily fried foods for entrées. (For example, items like chicken nuggets from Chik-Fil-A don't qualify as heavily fried.) A fried side-item is accepted.
  - e. **Green Room/Beverages:** Green Room shall be not accessible by the public and shall consist of table and chairs for meals, and comfortable seating. If wireless internet is available, please make the password available to the Tour Manager. All meals should be served in the green room of the venue, which should also be supplied with assorted beverages throughout the day. Requested beverages include plenty of chilled water and assorted fruit juices. Although we are fine with water some drink recommendations and crew favorites include Water (Aquafina / Smartwater) Fuze, Tazo Tea, Propel, Sprite and Coffee (No Dasani water, please. It contains salt and makes you dehydrated while performing.)
  - f. **Special Needs:** Due to health conditions of three of the tour's performers, we need 1 vegetarian meal (not just salads) and two (2) gluten free meals. For example, that's basically grilled chicken, steamed veggies, salad, fruit and such. We apologize for any added inconvenience.
- F. Dressing Rooms:** The tour will need 2-3 dressing rooms for this show. If the venue does not have existing dressing rooms, please do your best to create them by making use of rooms located closest to the backstage area. These rooms must be large enough comfortably accommodate up to 5 people, and be in a **private area that is not accessible by the general public or entered by any volunteers or local crew**. The room should be well lit, have sufficient seating, a garbage can, and be cleaned prior to load-in. The dressing room should also have or have access to a private restroom. If showers are available at the venue, please provide 8 clean/washed bath towels and have them available in the dressing rooms before arrival. An added blessing is to place some bottled water in the dressing rooms as well. If you do so, ice/coolers aren't needed, and therefore unnecessary.

## V. MERCHANDISE SALES

- A. SPONSOR will provide space for a minimum of 4 eight-foot tables for merchandise sales immediately adjacent to the performance venue.
- B. SPONSOR will provide a minimum of 6 volunteers from ages 16-30 to help with the setup and selling of merchandise. Volunteers must be available no later than 60 minutes prior to show time for instruction. They will be responsible for merchandise from this point on throughout the evening.
  - a. Merchandise will close during show time. However, volunteers should be at tables before show, during intermission, and after show. Please reserve 6 seats located at nearest exit to the lobby, which will allow volunteers to effectively operate merchandise tables, as well as be able to see the show.

- C. HOST agrees to notify the Tour Manager no less than 30 Days in advance of any house percentages on merchandise sales. If no hall fee is indicated on the contract or any written consent, no fee will be paid.
- D. No other concessions, other than food, may be sold at the venue without prior written approval from MANAGEMENT. This includes any merchandise and/or items that will be given away for free or sold. Many artists only make their money through merchandise sales and it is imperative to make sure they are not hindered in doing so.

## VI. PROMOTION

- A. SPONSOR is urged to aggressively promote the TOUR through emails, radio spots, direct mail, flyers, posters, newspaper, etc. Promotional tools are available from the TOUR website: ([www.HarrisIII.com/resources](http://www.HarrisIII.com/resources)). Any promotional tools created by SPONSOR, and not supplied by PERFORMER or PERFORMER'S management must be pre-approved prior to use.
- B. SPONSOR is highly encouraged to promote the event on radio in their market. Harris, (and the other performers upon request), agree to be available for a reasonable number of promotional interviews with radio stations, newspaper and other media to promote the event as long as Harris' office pre-approves them in writing (email). Media interview requests may be emailed to Harris' office directly from the radio station, newspaper, etc.
- C. No signs, placards, banners or any advertising material should be on or within 50 feet of the stage, nor should the name of Harris, III or the TOUR be used or associated directly or indirectly with any products or service without Harris' written consent.
- D. Harris, III shall receive 100% headline billing in all advertising, publicity, and any and all marquees. Harris shall be billed as "**Master Illusionist, Harris, III.**" On show dates, no other acts shall be considered for the date without prior approval from Management. Management shall have approval of length of performance for each act involved.
- E. **Meet and Greet:** If SPONSOR wants to schedule a meet and greet with special promotions or radio they must do with the approval of MANAGEMENT. MANAGEMENT will approve the length and number of guests for Meet and Greet.

## VII. BROADCAST OR RECORDING

- A. In accordance with Federal Copyright Law, the event may NOT be taped, filmed, broadcast outside of venue or otherwise reproduced without prior written permission (which is often granted) of Harris' Office. A minimum of 30 days is needed to provide ample time for securing of permission. Still photography is permitted (and encouraged!) for private, non-commercial use only.

## VIII. SPONSORS

- A. Harris' ministry consistently partners with other ministries and organizations, including Holt International, the world's largest, international adoption agency. Harris takes every opportunity possible to perform illusions in his show that make people aware of these

sponsors. This is a very important part of Harris' ministry. Any dialogue about these sponsors is encouraged and welcomed. Contact us with any questions.

**IX. PAYMENTS**

- A. Please make all balance checks payable to "The Solomon Group, Inc." No personal checks are accepted. Settlement and payment of performance will take place immediately following the show in the production office with the Host and the Tour Manager. All percentages due shall be settled separately. In the event SPONSOR fails to pay PERFORMER the total contracted fee, SPONSOR agrees to pay any and all expenses involved in collecting said monies due, including but not limited to attorney fees, court costs, and filing fees.

**X. RIDER AGREEMENT**

Thank you in advance for your help in making this event both memorable and life changing for your community. Again, this rider is not intended to create extra strain or stress, but to create an experience that helps all involved be efficient and effective at fulfilling the vision God has given us through the talents he has blessed us with. Your attention to these small details means more than you can imagine! If you have any questions or concerns at all, please do not hesitate to contact us. We genuinely appreciate all the time, work, and effort you put into making this a huge success for everyone! Your work will not be taken for granted!!

Signed and Agreed:

\_\_\_\_\_

Date: \_\_\_\_\_