

Contracts for Personal Appearances  
By Alan S. Bergman

A most important contract for a working musician is the contract for personal appearances. The standard American Federation of Musicians contract is usually used for basic deal points, but often the artist or his manager attaches a rider which addresses areas not covered in the basic union agreement. Conversely, experienced promoters or venues may have their own riders for items of importance to them. Obviously, the contents of each rider will vary according to who the musician is, the nature of performance, and the type of venue, but the following areas should be addressed in any rider:

**Preliminaries:** Riders sometimes duplicate some of the basic details like the location, date of the performance and payment methods. Legally if there is a conflict between printed and typed portions of a contract, the typed language would control so some very important material may appear in more than one place.

**Payment:** The method of payment should of course be clearly spelled out. It is standard for an artist to get a deposit when the contract is signed, and you should specify who should receive this deposit, the amount and the date when it will be paid. You should also specify the method of payment of the balance, if the performance is in a foreign country or you have not dealt with the promoter before, the rider should provide for all money to be paid in U.S dollars, in cash, preferably before you start to play. Major U.S venues (colleges especially) almost always provide for payment by check. If you are playing several gigs at one venue, you should be paid prior to the final performance. If you are working for a percentage of the door, you should clearly state the percentage, how it's calculated and, if necessary, the method of verification. For a major venue you could request a ticket manifest which is an affidavit from the printer of the tickets attesting to the number of tickets printed. The tickets must then be accounted for and tickets unaccounted for are deemed sold.

**Billing/Advertising/Other Artists:** Billing depends on your status at a particular show. If you are the headliner, you will want to demand that you get 100% star billing in all paid advertisements and publicity. You should also have the right to approve all advertising that contains your name. If there are other acts performing, you should know who they are -- that no other act will receive

billing in equal size or prominence to you and you should reserve the right to decide the order and length of performances. If you have a record label you might want to mention it in advertising.

If you are a sideman, you probably don't have a contract but you should still be concerned with billing. If you are performing with a musician and there will be a lot of publicity for the performance you should get appropriate billing. Conversely, if the artist you are performing with is less well known than you, you may want to limit the use of your name to the same size, type, prominence and placement as the other sidemen.

Transportation/Hotels: Most of this is usually addressed in the contract. The promoter must provide transportation, at no cost to the artist, for all musicians, crew, equipment and personal luggage from the airport or train station to the hotel, to and from the venue and back to the airport or train station. It is also a good idea to ask that a representative of the promoter meet you at the airport or train station. If hotel accommodations are part of the agreement, specify your requirements (i.e. television, fax, restaurant, room service, etc.).

Setup/Rehearsals: The venue must be available to you for an adequate amount of time for the setup and sound check before the performance. Unless you are supplying the crew and equipment, you must specify what personnel and equipment you will require which will be supplied at the promoter's expense. If you are traveling with a crew and equipment provide the promoter with a list of the equipment, a stage plot and, if necessary, a technical rider. The venue must have a responsible person there when you arrive to be able to make these decisions and that person's name should be in the contract.

Dressing Rooms/Security/Hospitality: Provide that you will have a dressing room that is adequate for use and seating of the number of musicians in the band, that it is clean, air conditioned/heated and, most importantly, that it is secure. Include language that the promoter will guarantee security to the musicians, the crew, the instruments, equipment and personal property before, during and after the performances. You should also clearly list your requirements in terms of refreshments and meals. There are lots of stories about rock groups and their lavish catering demands. Keep in mind that whatever the venue agrees to provide is paid for

somewhere down the line especially if you are on a percentage arrangement and that also applies to "Guest List" admissions.

**Ancillary Sales/Concessions:** If you're at this level, you should have the sole and exclusive right to sell any products identified with the artist (yourself) and that no other such sales will be permitted without your written consent. Many bigger tours, especially the ones with corporate sponsorship, will have their own salespeople and their role and requirements will be spelled out in the contract. If it is a smaller tour and you want to sell your records, photos, books, etc. at a performance, ask that you be provided with adequate space and, if necessary, a salesperson. If you have strong feelings about alcohol or tobacco that should be mentioned. Colleges invariably prohibit alcohol on the premises including backstage.

**Use of Artist's Name/Interviews:** Clearly state that the artist's name may not be used or associated either directly or indirectly, with any product or service without prior written consent. Stipulate that requests for interviews must be in writing, and that you retain the right to approve or disapprove any interviews.

**Recording/Photography:** Clearly state that there will be no audio or video taping broadcasts, reproduction or distribution of any part of artist's performance unless prior written permission is granted by artist or his representative. It is also a good idea to prohibit flash photography without prior written consent.

**Insurance:** Most big venues have adequate insurance coverage, but to be fully protected your rider must require that the venue deliver to you a Certificate of Insurance naming the artist as co-insured. Even though the venue will cover your loss if you are sued for damages, unless you are named as co-insured, you might be responsible for your own legal fees.

**Territorial and Chronological Protection:** If this is a major appearance expect the venue to require that you not perform in a neighboring venue within a certain time period or that your other dates not be advertised in this venue's market around the time of your performance.

**Overseas:** If the date is abroad, there might be language about immigration clearance and in some countries, especially Japan, there are severe penalties for drug violations. It is essential that

you thoroughly investigate your band and other personnel on this issue so that if there are any problems they can be dealt with early in the process.

A well drafted rider is comprehensive and can also be quite long. Drafting it should best be left to an experienced attorney. For a modest investment this could prove very valuable at some critical future date.

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