



Agreement made on November 15, 2012 between **Plan B LLC, DBA Neon Entertainment** (hereinafter referred to as "AGENCY") furnishing the services of **[[Last Results:48]]** (hereinafter referred to as "ARTIST") and **[[Concerts]]** (hereinafter referred to as "PURCHASER"). It is mutually agreed between the parties as follows: The PURCHASER hereby engages the ARTIST(s) and the ARTIST(s) hereby agrees to perform the engagement herein set forth, pursuant to all terms and conditions herein described.

1. Place of engagement [[Music]] ([[Concerts]])
2. Name of Artist(s) [[Last Results:48]]
3. Date(s) of engagement [[ID/Status:34]]
4. Time of engagement [[Assistant:47]] (Set length approximately 45 minutes)
5. Price agreed upon \$[[Comedy]] [[Price Notes]]
6. Purchaser will make payment(s) as follows (in the form of school/company/certified check):
 - \$[[User 13]] to Thomas N Cotter** *(Presented to artist upon completion of the performance, Payment delays must be cleared through agency no later than 48 hours previous to show date.)*
 - \$[[Asst/Grad]] to Neon Entertainment**
 Please mail payment the morning following the performance to the address below. Payments not received within 30 days will have a 5% late fee assessed for every 30 days overdue.
7. It is fully understood and agreed upon that no deductions whatsoever are to be taken from the guaranteed contract price by the PURCHASER. (Example - If your state takes a 4% entertainment tax PURCHASER agrees to add total tax amount assessed to \$[[Comedy]])
8. It is expressly understood that the ARTIST(s) executes this agreement as an "independent contractor" and is not an "employee" of the PURCHASER.
9. ARTIST(s) shall at all times have direction, supervision and control over the services of it's personnel on this engagement and expressly reserves the right, in conjunction with the PURCHASER, to control the manner, means and details of the performance of services, as well as the ends to be accomplished.
10. A PURCHASER who has signed contract may not cancel said performance within 90 days prior to the scheduled engagement date. If PURCHASER fails to comply with the cancellation provision, ARTIST and Neon Entertainment will be compensated in full. In the event that the PURCHASER reschedules a show within 90 days of the performance, an additional fee may be applied.
11. In the event the ARTIST is en route or on-site and available to perform and PURCHASER cancels the engagement, the PURCHASER is responsible for the ARTIST's full compensation. A rescheduling fee may apply due to additional and/or travel expenses for the new agreed upon date.
12. If performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather by both the ARTIST and PURCHASER, ARTIST and PURCHASER shall mutually agree upon a date for rescheduled performance. A rescheduling fee may apply due to additional travel expenses for the new agreed upon date.
13. ARTIST's obligations hereunder are subjected to detention or prevention by sickness, inability to perform, accident, Acts of God, riots, strikes, labor difficulties, epidemics, and act or order of public authority or any other cause similar or dissimilar beyond the ARTIST(s) control.
14. PURCHASER is responsible for all permits, licenses, and taxes.
15. It is mutually agreed that all return engagements with ARTIST within 1 year following this engagement shall be booked exclusively through Neon Entertainment.
16. ARTIST(s) reserves the right to cancel their performance without liability no later than 48 hours prior to engagement date if retained for or preparing for a TV performance, recording project, commercial, film, audition, support for a national touring artist and/or any Las Vegas, Reno, Tahoe or Atlantic City type engagement. AGENCY and PURCHASER will then mutually agree to a rescheduled date and/or a replacement for the contracted event.
17. AGENCY reserves the right to cancel this engagement if this contract is not returned within forty five (45) days from the date the contract is created (11/15/2012) or 30 days prior to the event, whichever is sooner.
18. ARTIST shall have the sole right of approval of any and all acts and length of time of their performance, when he/she is the headliner. Said engagement shall consist of ARTIST and not more than one (1) opening act. When more than one act is on a show, no intermission unless otherwise approved by ARTIST or ARTIST management (this inadvertently can hurt the momentum of a show).
19. No portion of the said performance may be recorded, filmed or in any way reproduced, without the express written consent of the ARTIST(s). If consent is granted, PURCHASER will send a copy of any footage to AGENCY before releasing footage. Footage is for promotional purposes only and is not for resale.
20. PURCHASER shall not commit ARTIST to any personal appearances, interviews or any other type of promotion without the prior written consent of ARTIST or ARTIST's management. There shall be no press parties or appearances before special group set up, without the express permission of the ARTIST.
21. It is the PURCHASER's responsibility to limit/remove disruptive audience members from the event. ARTIST reserves the right to amend/adjust the set length and/or content if the disruption/distraction isn't removed.
22. Outdoor events unless specified with contract request will not be accepted. Inclement weather (high winds, snow, rain, hail, lightning, storms, etc) shall not be deemed as an Act of God, and the PURCHASER shall be responsible for payment in full if the performance is prevented by poor weather and there is no indoor location provided. Temperature for pre-approved outdoor shows must exceed 55 degrees, but may not exceed 90 degrees Fahrenheit at scheduled start time stated on this agreement.
23. Neon Entertainment and/or its representatives act only as scheduling agents for the ARTIST(s) and assume no liability hereunder.
24. This constitutes the binding agreement between the parties hereto and may not be modified orally or modified without written consent of both parties hereto.

The purchaser agrees to provide the following at their expense:

25. One clean, well lit, well ventilated, capable of being locked, star dressing room with full-length mirror for exclusive use of ARTIST with an adequate quantity of snacks, deli sandwiches, diet coke, water, etc.

26. Due to the complexity of artist's schedules, we have listed the meal options in order of preference to the artist. **Please check one before returning the signed contract and rider so that preparations can be made.**
- a. _____ Add an additional \$25 to the show price. *(If full payment isn't made to Neon Entertainment, please present food buyout compensation directly to artist. If it is please add to the Neon check.)*
 - b. _____ Arrange for a \$30 meal allowance charge back to room to be used for room service or meal purchased at hotel restaurant.
 - c. _____ Provide a meal after the performance. *(Please note that options a. and b. are preferred when a performance is going to be ending after 10:30pm.)*

****Colleges & Universities** – Meals in the dining hall will only be accepted if it's available within 30 minutes of the scheduled beginning or ending time of the performance. Please have an event coordinator accompany the ARTIST if the performance venue and the dining hall are not located in the same location.

27. Sound, Light, and Staging requirements:

- An adequate sound system consisting of two (2) microphones (one (1) for back up) either Shure 57 or comparable quality, with a long cord (no cordless or radio mics) and removable head. On adjustable single microphone straight stand with round or rectangular metal base (no legs) plus two (2) stage monitors.
- Complete set of side wash stage lighting
- Two (2) backless bar stools
- Ice water in a glass to be set on stage
- SET LENGTH: 45 minutes
- Although Tom can perform as clean as you like, no children can be present during show unless approved in advance in writing.

28. **Artist Ground Transportation**

Choose One:

- _____ Artist will provide ground transportation
- _____ Purchaser will provide ground transportation for the artist (to & from the airport & hotel)
- _____ Purchaser will provide \$75 transportation buyout to be paid to the artist

29. Hotel: **[[CO-OP 1]], [[Co-OP 2]] (for a minimum of two (2) nights (to include the night prior and night of performance)).**

- If a hotel cannot be provided, please add \$300 to the contracted price. *(If full payment isn't made to Neon Entertainment, please present hotel buyout compensation directly to artist. If it is please add to the Neon check.)*
_____ Please initial here if you will be taking the hotel buyout.
- If the purchaser has already agreed to provide a hotel, please do not cross off the hotel fill-in below and send it back for initials – CONTACT NEON FIRST.
- Please provide an approved room at an established hotel chain (Marriott level or better). **Motels or any establishment that has direct access to outdoor parking areas will not be considered an acceptable form of lodging.** Please contact the agency if this is all that is available in your area.
- ARTIST reserves the right to ask for a hotel buyout at any point up 48 hours before the event.
- If the artist(s) is to stay in a guest room, the room must have a television, and private bathroom.
- Please be sure to guarantee the rooms for late arrival and confirm that the hotel has all the direct billing details necessary.

Please fill in the name and number of the hotel:

HOTEL _____ Address _____

City _____ State _____ Zip _____

Conf# _____ Phone _____

Fax number: 716-634-1641
 For questions call: 716-836-6366
 www.neon-entertainment.com
 Outside of normal business hours, for *last minute show emergencies only*, call 716-553-NEON
 Return to: 3577 Harlem Road, Buffalo, NY 14225

I hereby agree to the terms and conditions on pages 1 & 2 of this contract and signify my acceptance by signing below.

X _____
Purchaser's Signature **Date**

X _____
Agent Representative – Scott Talarico **Date**