

MOHICAN NORTH STAR GAMING AND RESORT

ENTERTAINMENT RIDER

THIS RIDER is hereto attached and incorporated as a part of the contract dated _____ between _____ (“Artist”) and the **Stockbridge-Munsee Community d.b.a. Mohican North Star Gaming and Resort** (“Casino”) for the engagement on _____.

The parties agree that any conflict between the terms of this Rider, the contract, or any other riders, regardless of other language in the contract, shall be resolved in favor of this Rider.

1. Type of Engagement: Artist shall provide a musical performance. Casino holds applicable music licenses for live performances at its facility. Casino is not responsible for music, not original to the Artist, which is not included in its various licensing agreements. Artist shall be responsible for obtaining all required music licenses for this performance and shall comply with all applicable laws and regulations that are not in conformity with the current Casino licensure.
2. The Artist shall have no cancellation privileges other than reason of force majeure.
3. All payments to Artist will be in the form of a casino check. Checks in the amount of \$5,000 or less may be cashed at Casino with proper identification.
4. Casino will provide certain production elements of the event within the limits of the facility. Any additional specialized lighting requirements are at Artists’ discretion and expense within reason and limitation of venue space. Casino prohibits all use of pyrotechnic displays and/or devices at this engagement.
5. Artist shall provide their own production of sound reinforcement, to include all mixing consoles, front of house (FOH) speaker systems, fold back monitoring reinforcement, as well as the full assortment of audio components and accessories including such items as microphones, stands, cables, direct boxes, etc.
6. Artist shall limit the sound levels to be appropriate in the performance space and must at minimum be limited to a maximum of 100 decibels at all times.
7. Casino shall provide adequate staging, but the size is limited due to the nature of the space.
8. Casino’s contact person is _____, Entertainment Coordinator, at (800) 952-0195 extension _____.
9. Casino will provide _____ (_____) rooms per night performing and tax (incidentals on own) at on-site hotel or off-site hotel, depending on room availability.
10. Artist will receive _____ (_____) meal tickets per engagement performing to Casino’s restaurant or a meal buyout of \$15.00 per person. Deli trays and fruit trays may also be provided. Unlimited soda (Pepsi® products) and coffee will be available. NO alcohol is

provided free. Any other changes from requested hospitality will be determined in advance with Artist's representative.

11. Casino does not currently have dressing rooms at its facility, so hotel rooms or buses should be used. However, Casino may be able to make arrangements so that an on-site area is available for Artist's use, upon prior request.
12. Artist's representative will forward 20% of the gross receipts from merchandise sold at the engagement to Casino. Such monies shall be paid in cash the night of the engagement.
13. Casino shall have a reasonable right to cure any defaults identified by Artist prior to termination of the contract by Artist.
14. Security guards are dedicated for performances. Casino will meet Artist's security needs as much as possible, within the limits of providing all necessary security for the facility.
15. Artist recognizes that there are surveillance cameras in the stage area as a part of Casino's security system.
16. The Artist indemnifies the Casino in relation to its performance under this contract. Any indemnification or limitation of liability provided by Casino shall not extend to willful misconduct or negligent acts or omissions by Artist.
17. Artist authorizes Casino to record 10-15 minutes of footage from this engagement with a digital video recorder. The parties agree that such footage may be used for articles in the tribal newspaper or as a part of advertising materials for Casino.
18. Artist understands and agrees that Casino may create a hyperlink between its website and Artist's website. Casino further requests Artist to create a hyperlink to Casino's website (<http://www.mohicannorthstar.com>), if possible.
19. The parties agree that they do not waive procedural and other defenses that they have available.
20. The parties agree that the contract documents may be executed and delivered by facsimile and that facsimile signatures shall have the same effect as an original executed document.

ARTIST:

BY: _____
Print Name: _____
Address: _____

Phone Number: _____
Email: _____
DATE: _____

CASINO:

BY: _____
Eric McLester, General Manager

DATE: _____