Talent Buying and the Art of Marking Up Artist Contracts

For those of you that are handling talent buying for your event or festival, it's important to understand the various steps in the process. This will help ensure you are both protecting yourself and creating a supportive environment for the artist to perform.

In this article, we will break it down into the following sections:

1. **Researching artists that may fit your budget and your event or festival's entertainment goals**
2. **Contacting the various booking agencies tied to your wish list of artists and finding out general price ranges and availability**
3. **Making a formal offer to the agency**
4. **Reviewing and marking up the agency / artist contract**
5. **Receiving a fully executed contract back from the agency**

This is the goal – to have your top artist playing for plenty of happy fans

Artist Research

First, you'll want to have a good understanding of what sort of talent to seek based on your event's budget and target demographics. Due to the myriad of booking agencies, there isn't a one-stop-shop that simply lists how much every popular performer will cost you. And even if there was, the price can often be fluid based on their circumstance and desire to play.

A good source to do some research on how much artists may cost is Pollstar Pro (Celebrity Access is another). For an annual fee, you will have access to their vast databases which will provide the following information:

TOUR HISTORY prior to 1/17/2016
(Showing 10 of 401)
» Show More

BUY DETAILED BoxOffice HISTORY

Date	Venue	City	
Fri 09/04/15	Dick's Sporting Goods Park	Commerce City, CO	BOX
Sat 09/05/15	Dick's Sporting Goods Park	Commerce City, CO	BOX
Sun 09/06/15	Dick's Sporting Goods Park	Commerce City, CO	BOX
Wed 12/30/15	Madison Square Garden Arena	New York, NY	BOX
Thu 12/31/15	Madison Square Garden Arena	New York, NY	BOX
Fri 01/01/16	Madison Square Garden Arena	New York, NY	BOX
Sat 01/02/16	Madison Square Garden Arena	New York, NY	BOX
Fri 01/15/16	Barcelo Maya Beach Resort	Quintana Roo, MEXICO	
Sat 01/16/16	Barcelo Maya Beach Resort	Quintana Roo, MEXICO	
Sun 01/17/16	Barcelo Maya Beach Resort	Quintana Roo, MEXICO	

- Previous concerts / festivals played dating back years – *see screen shot to the right as an example from Pollstar Pro*
- Average ticket sales per performance
- Average gross revenue per performance
- Their booking agent's contact information

You'll want to utilize this to see *when the last time they played your market was*, *what venue they played in*, and *how much they sold in tickets / made in revenue*. Note that the revenue is before any expenses; it isn't going to be the net income the band took home, but it'll be a good idea of what you may have to offer in order to catch their interest. For example, if an arena level artist routinely makes over $1,000,000 at their shows, you won't want to make an offer of $200,000; that would be way too low. However, you likely won't have to make an offer over $1,500,000 either – they are

probably taking home between $500,000 and $750,000 so perhaps an offer in that range brings you good value and them a good payday. A lot of variables will come into play during this process, and if they don't feel like playing for, let's say, less than $3,000,000 – and have no reason to play otherwise – you don't really have much room to negotiate.

Next, you'll want to create your wish list with the understanding that even if a band is available, and they're in your budget, it may still not end up happening due to other circumstances or a change in touring strategy for the band. **Have multiple options for your headliners, middle tier, and opening acts.**

In an ideal world, you'll have at least nine to twelve months of lead time to properly lock in your artists – larger, nationally touring acts are especially booked up far in advance. Regional and local acts can be booked with less lead time.

Reaching Out To the Agencies

With your wishlist in hand, it's time to start reaching out to the agencies (for smaller bands that represent themselves, you'll be reaching out to their primary point of contact, which can often be found on their website). One way is to email or call the agent directly and ask what the general price range and availability is for the artist(s) you're looking at. More often than not they will give you a range, so you at least know where the market is on that particular artist before you have to make an offer. If you feel like the range is too high based on your research, you're always free to offer something lower and most of the time the agent will at least take the offer to the artist. If it's too low, the artist will either counter or simply pass altogether. The

agent will normally be upfront and honest with you on what's not even worth taking to the artist, money-wise.

Another good talent buying strategy is to see how many artists on one agency's roster you would be happy with at your event or festival, and work together with the agent to stay within your talent budget but land the artists desired. This sort of strategy works best with the larger agencies, like William Morris Endeavor, Creative Artists Agency, Windish Agency, APA, and Paradigm. The agent will be compelled to work out deals that may not be done if you were just utilizing them for one of their artists, and it could grow into a mutually beneficial long term business partnership down the road.

As you make your calls and build up your talent availability grid, you'll be able to show who is available, for about what price, and any other key details that may or may not make the difference in making a formal offer. For example, one artist may be willing to play but would require you to not publicly announce their involvement in your event or festival until after they play a nearby city. This could negatively impact your marketing campaigns, so it's something to consider.

Making a Formal Offer

You've whittled down the available artists within your event or festival's budget to your dream lineup and you are ready to proceed. Now it's time to make your offer. But please note:

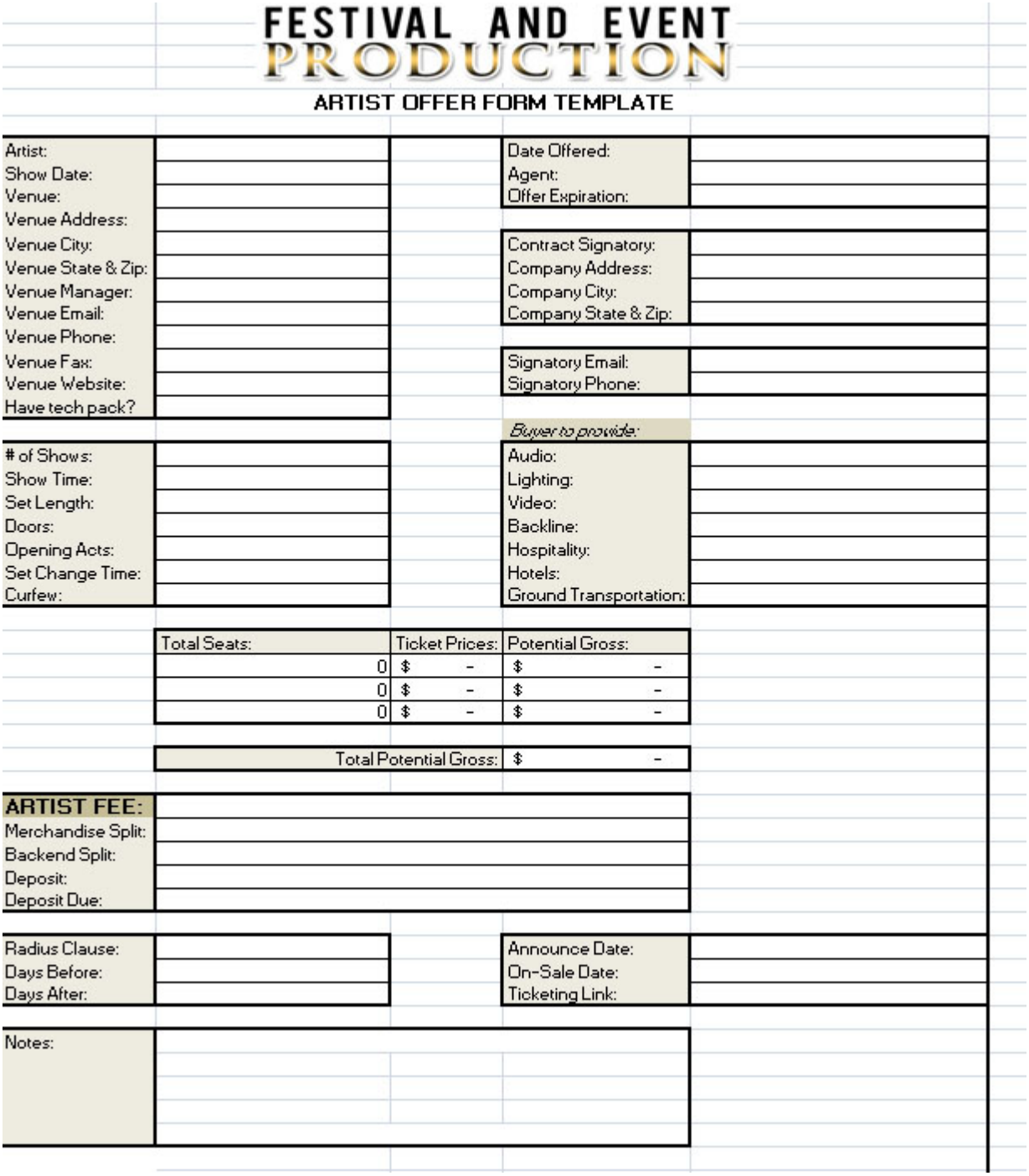
Any offer you make to an agency may be considered legally binding.

Be sure that you're financially ready when you make the offer.

If the agency doesn't have a required method (i.e., filling out their online offer forms), **below is an example of one you**

can customize. Here is where you'll also want to state your terms for other elements that often become part of your talent expenses, so when the agency creates the master contract, these terms are already in there.

You will want to base these terms on what the artist is asking for in their technical and hospitality riders; if you aren't 100% sure on what to look out for in these documents, be sure to include other key stakeholders in these conversations, such as your Production Manager and/or Stage Managers along with your Hospitality Manager as they will be able to help you understand why the band is asking for what, and what's feasible to provide.



FESTIVAL AND EVENT PRODUCTION

ARTIST OFFER FORM TEMPLATE

Artist:		Date Offered:	
Show Date:		Agent:	
Venue:		Offer Expiration:	
Venue Address:			
Venue City:		Contract Signatory:	
Venue State & Zip:		Company Address:	
Venue Manager:		Company City:	
Venue Email:		Company State & Zip:	
Venue Phone:			
Venue Fax:		Signatory Email:	
Venue Website:		Signatory Phone:	
Have tech pack?			
		Buyer to provide:	
# of Shows:		Audio:	
Show Time:		Lighting:	
Set Length:		Video:	
Doors:		Backline:	
Opening Acts:		Hospitality:	
Set Change Time:		Hotels:	
Curfew:		Ground Transportation:	

Total Seats:	Ticket Prices:	Potential Gross:
0	$ -	$ -
0	$ -	$ -
0	$ -	$ -
Total Potential Gross:		$ -

ARTIST FEE:	
Merchandise Split:	
Backend Split:	
Deposit:	
Deposit Due:	

Radius Clause:		Announce Date:	
Days Before:		On-Sale Date:	
Days After:		Ticketing Link:	

Notes:	

[Download this as an Excel spreadsheet]

In the offer form, you'll want to make sure you cover these elements:

- **Radius Clause** – how far away are you willing to have the artist play other public performances, and how much time is acceptable before your event or festival as well as after it?
  For example, if you are booking a headlining act in

Austin, a radius clause of 300 miles will ensure that the artist will not book any performances in Dallas, Fort Worth, San Antonio, or Houston – all major markets that could significantly affect your attendance, especially for a festival.

Often you'll want a minimum of 90 to 120 days before to ensure enough time has passed to build up demand again, but for larger acts this may need to be set as far back as one year. For smaller acts, especially local ones that rely on steady income from local gigs, you'll want to reduce this to 30 days or less depending on what sort of impact those gigs may have on your event.

As for after the event, you'll also want some buffer time so people aren't tempted to buy tickets to that event instead of yours, but often the time frame doesn't need to be as long; 30 to 60 days is pretty standard.

- **Hospitality Cap** – this is a limit on the amount of money to be spent on artist hospitality, which could include backstage food / drinks, hot meals, towels, dressing rooms and furniture, and anything else that isn't production related. It's recommended to go through the artist's hospitality rider and see what they're asking for, and then set your cap that results in a reasonable compromise.
- **Backline Cap** – this is a limit on the amount of backline the band can request. See what they're asking for – if anything – in their technical rider. You may want to get a few quotes and see what it may cost you, and set a cap at a number you're comfortable with. This way they will need to pay for anything above and beyond what was originally agreed to. On occasion, bands will try to negotiate a backline buyout and handle it themselves; this can also work well in some cases.
- **Ground Transportation Cap** – if the artist is flying in for the performance (also known as a "fly date") then

they will often need transportation to/from the airport, the hotel, and the venue. Some bands will handle it on their own but many will ask for ground transportation. See what's in their rider and if it's feasible for you to handle; if not, state what you will and won't provide and up to what cost.

- **Hotels Cap** – artists and their hotel accommodation requests can vary wildly, so you'll want to be sure you have a good understanding of how many and what type of rooms they will need. You'll want to either have the artist handle this internally (you'll "pay" for it as part of your guarantee) or if they need you to handle, you'll want to set a cap – this is one item that can easily get out of hand, since hotel rates can vary and artists will sometimes want to add or change rooms.
- **Production List** – you will want to show them what sort of stage / sound / lighting package will be provided, and have them agree to it at the contracting phase, rather than after contracts are signed, especially if their technical rider states a PA system, lighting rig, and/or stage size that doesn't match with what you're providing. Most artists are able to play on almost any reasonable production setup, but they need to know ahead of time what you're providing so there are no surprises. They will work with you on any true red flags they discover here before contracts are signed.
- **Merchandise Split** – a decent revenue stream – especially for merchandise heavy bands including Christian Rock bands – is income from merchandise sales. The standard split is 80 Artist / 20 Promoter if the artist sells, or 75 Artist / 25 Promoter if the venue sells, with media being 90 Artist / 10 Promoter. If you are selling, you'll want to hire a reputable person or company – based on the amount of the merchandise being sold that understands how to count in inventory, take sales via cash, credit card, and/or other payment options, and count inventory back out with the artist(s)

at the end of the night for an accurate settlement. Sometimes it's just easier to let the artist sell and you settle with them on merch when it's time to give them their payment for their performance – the smaller the event, the better off you are having them sell. But larger events, with multiple acts, it makes more sense to have someone selling on your behalf.

- **Payment terms** – something you'll want to determine with your event and festival executive team beforehand is how you would like to structure payment. Many larger special events and festival contracts offer a flat rate guarantee that doesn't change regardless of how many tickets are sold, but often smaller events, club shows, and festivals may try and add in a backend deal, whereby the artist will receive a percentage of the profits after the break even point has been reached. This can help reduce the guarantee price and compel the artist to heavily promote their performance, since their compensation is tied to attendance. Common break even percentages are 85% Artist / 15% Promoter.
- **Compensation terms –** your standard artist contract will ask for 50% upon receipt of a fully executed contract or 30 days prior to the performance. Depending on the situation, the agency may ask for more than this, but it's rare. If you're a first time talent buyer and it's a high risk act (financially), they may want to see more money upfront. And other times, after a relationship has been established, you may see the deposit be down to as little as 10%. Often this will be in the form of a bank wire (but cashier's checks are normally accepted as well).

  Day of show, you'll want to have cashier's checks ready as well as any cash advances the artist may ask for (often they do this to pay their caterer, crew, or other petty cash day of show expenses). If they request a wire, make sure it's in the contract that it will be sent the next business day following the performance; if

they play on a Friday night, they won’t see that wire hit until next Monday at the earliest.

Reviewing and Marking Up the Artist Contract

So you’ve made your first offer (which should almost always be to the headliner(s) as they’re the most important and often hardest to get) and they have accepted! This is a great step forward, but now the details of the contract need to be hashed out. You will want to receive their complete rider as well as all legal verbiage from the agency and review it thoroughly. At this point, you will want to “redline” the contract where specific elements either don’t apply or you think shouldn’t apply. But what would those be?

Below is a screenshot of a typical boilerplate contract – note, however, that this is a very simple contract and ones from the major booking agencies will be much more detailed. Every contact will include information on the ARTIST, the BUYER (or PURCHASER), the AGENT, and sometimes the PRODUCER. Usually the Contract Face (or the first page) will show the most important details summarized, including payment terms and conditions, along with signatures for the BUYER and the AGENCY (or ARTIST).

YOUR FESTIVAL / EVENT HERE Talent Contract

This Contract, created on 01/01/2015 for ARTIST NAME HERE (herein referred to as "Artist") from BUYER NAME HERE, (herein referred to as "Buyer") includes all terms and conditions for the performance listed below:

PERFORMANCE INFORMATION:

Date:	Sunday, January 1st, 2015
Name:	YOUR FESTIVAL HERE
Artist:	ARTIST NAME HERE
Venue:	Venue Name
Location:	Venue Address
Phone:	Venue Phone
Capacity:	15000
Ages:	All Ages

PERFORMANCE TIMES:

Doors:	11am
First Band On:	12pm
Curfew:	10pm
Artist Start Time:	8pm Sunday, January 1st, 2015
Artist End Time:	930pm Sunday, January 1st, 2015
Number of set(s):	1
Set Length:	90 minutes
Stage:	Main Stage

CONTRACT TERMS:

Guarantee:	$2000
Backend Split:	No
Merch Split:	Soft: 80% artist / 20% buyer. Hard: 100% artist / 0% buyer
Merch Seller:	Artist – table and chairs will be provided near the stage
Comp Tickets:	10 – to be given to Artist upon arrival

PAYMENT TERMS:

Deposit:	$1000
Deposit Type:	Check
Deposit Paid:	Net 7 after fully executed contract
Balance:	$1000
Balance Type:	Check
Balance Paid:	After Set

ARTIST INITIAL

_____

ARTIST RELATED DETAILS:

Hotels /Lodging:	Yes, see "other"
Ground Transportation:	To/From SITE only, please coordinate with Buyer two weeks prior to event
Food / Drinks:	Provided, Festival-Style hospitality
Dressing Rooms:	Shared backstage tents for all artists
Photo Policy:	First 3 songs, no flash
Meet & Greet:	Per advance
Audio / Lights / Video:	Audio and Lights provided, no video
Backline:	Yes, see "other"
Stage / Risers:	24x32 stage, 8x8 riser
Artist Rider / Special Requests:	Per advance
Other:	Backline and Lodging capped at $6000, total of $7000 due to Artist

TICKETING:

Advance:	add website link here
Day of Show:	add box office information here

VENUE / EVENT INFORMATION:

Address:	Venue Name Venue Address
Primary Venue Contact:	Your Name Here
Venue Contact Position:	Talent Buyer / Production
Venue Contact Phone:	Your Phone Here

PRODUCTION INFORMATION:

Production Contact:	Your Name Here
Production Contact Position:	Talent Buyer / Production
Production Contact Phone:	Your Phone Here
Load-In:	TBA
Sound / Line check:	TBA
Load-In Notes:	Per Advance
Stage Manager:	TBA
Stage Manager Cell:	TBA

PROMOTION INFORMATION:

Event Website:	website link here
Event Social Media Links:	Facebook, Twitter, etc
Social Media Hashtags:	#addhere

ARTIST INITIAL

_____

TERMS & CONDITIONS:

This contract is valid for 14 days from [enter date here]. A signed contract must be received within 14 days from the date of issue to guarantee the above described performance by the Artist. After 14 days, Artist must contact Buyer to ensure the offer is still valid before proceeding.

A **radius clause** of 40 miles from the venue address 60 days before the performance date and 30 days after the performance date is required and considered effective upon signing of this contract.

Note that ticket prices, doors, Artist start time / end time, stage, and support band information are all subject to change.

This contract shall not be binding unless signed by all parties hereto provided. Failure to sign this agreement shall not subject Buyer to any liability, financial or otherwise. Should any rider or addendum be annexed to this contract, they shall also constitute a part of this contract on the date written above.

Buyer reserves the right to cancel this event within 30 days of the show or in case of inclement weather rendering performance impossible or unsafe, and will not be held liable for any artist expenses or compensation. Any deposits paid to the Artist prior to the event are exempt.

Artist permits Buyer and/or its affiliated partners to record, photograph, or otherwise reproduce the visual and/or audio performances during and after the event. Buyer and/or its affiliated partners agree(s) not to sell their reproductions of the Artist's performance without prior written consent from the Artist. Any broadcast, live or otherwise, of the Artist's performance will also require prior written consent.

Buyer hereby engages and the Artist hereby agrees to furnish the performance herein described, upon all the terms and conditions herein set forth. Failure to abide by these conditions may constitute a breach of contract.

Artist Name
c/o Artist Representative

_____Print

_____Sign

_____ Date

Buyer Name
c/o Buyer Representative

_____Print

_____Sign

_____ Date

ARTIST INITIAL
_____

[Download this as a Word Document]

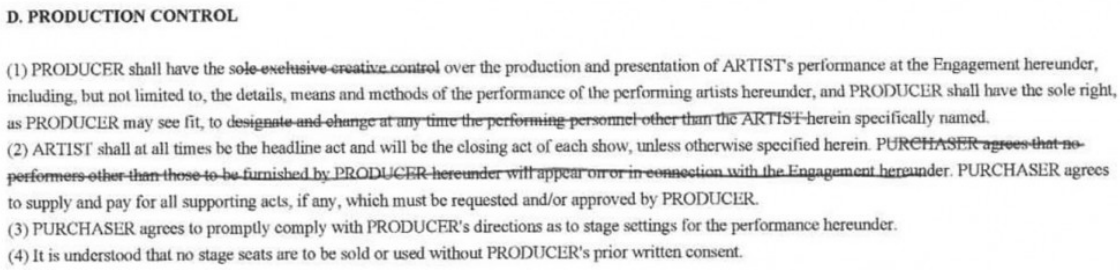
As you read through the contract, you'll want to focus on these points – many the same from your offer form – and make sure they align with what you initially offered and/or are something you're comfortable signing off on:

- **Radius Clause**

- **Hospitality Cap**
- **Backline Cap**
- **Ground Cap**
- **Hotels Cap**
- **Production Gear List**
- **Force Majeure** – a Latin term meaning “superior force”, this is often seen in contracts to cover “acts of God” or unforeseen / uncontrollable events that prevent the artist from playing. Examples include acts of war, riots, strikes, earthquakes, or epidemics. In these instances, neither party would be liable for performance (artist) or payment (buyer). Often if this happens the two parties will come to an understanding about a future performance and/or compensation, depending on the situation.
- **Weather Clause** – if, for example, an artist is ready to play an outdoor festival set but severe weather causes the event to be evacuated, because the band was ready and willing to play, this clause would ensure they would receive full payment. (The event is expected to recoup their costs with their rain insurance policy). Where possible, you want to have this be a MUTUAL agreement between the parties, not one that the artist decides.
- **Cancellation Clause** – often bands will want to insert clauses that allow them to cancel for any reason, forfeiting any deposits and waiving any future payments due, up to 30 days prior to the event. When possible, it’s best to get this struck or pushed at least 90 days out, especially for headliners. Having a headliner suddenly cancel a month out would put the festival organizers in a precarious position to try and find a suitable replacement at the same compensation level. If the artist cannot move forward without a 30 day

cancellation clause, you will want to try and negotiate to include payment of "out of pocket" expenses associated with their cancellation, including any marketing / advertising you have done up to that point.

- **How they need to promote it** – be it through social media channels (and using the proper hashtags), on their website, and/or participating in pre-show interviews.
- **Meet & Greets** – do you need to require one with them for contest winners, VIPs, sponsors, etc? This is the place to lock in the details on how many people allowed to meet & greet the artist, where this will take place, and at what time (before the performance or after the performance).
- **Any restrictions on having "total control" of production from load-in to load-out** – most festivals will redline this out as it's meant more for concerts where the artist is the sole or headlining act. The Promoter needs to have final say on production elements, when to open doors, and so on. Below is an example of a partially lined out clause about production control (click on image to view a larger version).



D. PRODUCTION CONTROL

(1) PRODUCER shall have the ~~sole exclusive creative control~~ over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to ~~designate and change at any time the performing personnel other than the ARTIST~~ herein specifically named.
(2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. ~~PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder~~. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
(3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
(4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

- **Any restrictions on sponsorship signage or engagement –** you will want to make sure you protect your ability to display any banners / signage that have your sponsors and/or the venue listed. Some artists are very particular about how branded the stage area is.

- **Where arbitration / mediation would be held if there is a legal dispute –** if you ever had a legal dispute with the artist or agency, ideally you would like any

mediation or arbitration hearings to be in your state to minimize your travel and related expenses.

- **Insurance requests** – if the artist is requiring to be listed as additional insurance on your company GLI policy, you will also need to require them to list your company as AI on their policy, which should be, at a minimum, $1 million per individual occurrence.
- **Ability to record and/or broadcast the performance** – if you wish to stream and/or sell the performance you'll want to work out the terms here; by default most artist contracts will include verbiage forbidding any audio or video reproduction of their work.
- **Any cash advances they need**
- **Payment terms**
- **Compensation terms**

As you work your way through the contract and rider, sometimes the best way to mark up various points is to write **"Per Advance"** on them. This means that you are agreeing to honor some, but not necessarily all, of the points therein once it has been properly advanced with the artist representative (often the Tour Manager for hospitality / transpo / hotel needs and the Production Manager for production / backline needs). It's even better to also include a cap, as listed above, so you aren't running the risk of them demanding everything when you thought they wouldn't, putting you over budget.

One important point – you don't want to just write or stamp "Per Advance" throughout the entire contract / rider as there are several key points, especially those listed above, that are in your best interest to clarify prior to contracting.

Below is an example of a marked up hospitality rider with "per advance" and the hospitality cap listed:

HOSPITALITY RIDER 2011

PLEASE NO PORK, BACON OR HAM

The purchaser agrees to provide, at no cost to the Artist the following refreshments and at the directions and times as set our herein:

A) Dinner:

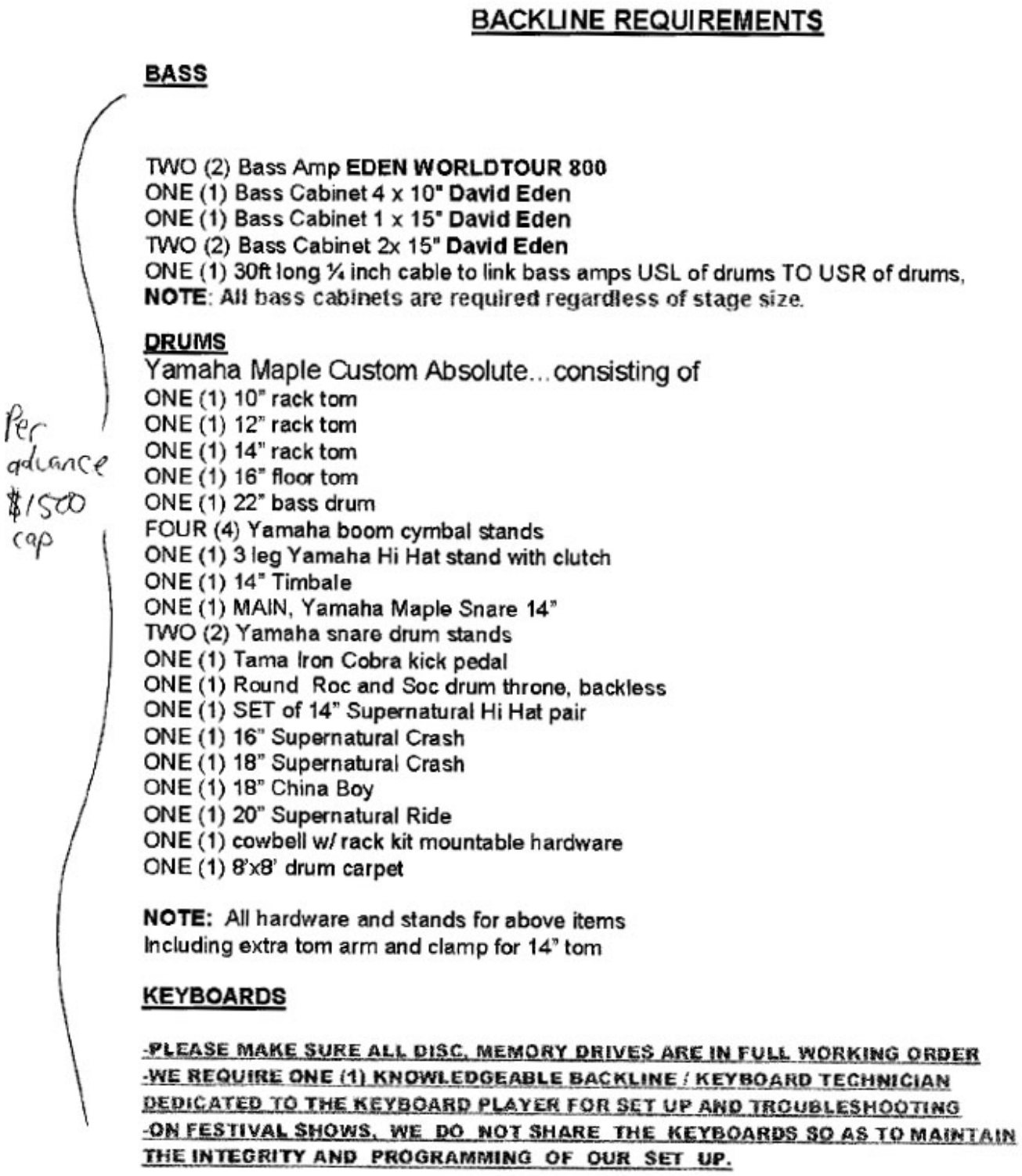
- **Buyout of Three Hundred and fifty USD ($350). (400€). *No Exceptions***
- **After show food: Three (3) large Pizzas One (1) veggie, Two (2) plain.**

B) Dressing Room:

- A constant supply of hot mint tea, hot water and coffee maintained throughout the duration of the engagement, plus Two (2) jars of honey.
- Three (3) cases bottled water (16 oz).
- Seven (7) six-packs of assorted fruit juices apple, orange, grape etc….
- Three (3) Bottles of Pomegranate Juice
- Three (3) bottles of sweet tea.
- Six (6) Bottles of Gatorade.
- **One (1) bottle of Brandy. (to be given directly to the tm)**
- One (1) Bottle of Malbec Red Wine.
- One (1) 6 pack of Red Stripe.
- One (1) 6 pack of Heineken.
- Two (2) Four-pack of Red Bull.
- One (1) 12 pack of Coke/ Sprite.
- A selection of uncut fruits: lemons, apples, oranges, grapes, bananas.
- Four (4) loaves of bread. One (1) White. Two (2) Wheat. One (1) Raisin.
- One (1) Small Veggie platter.
- One (1) jar mayonnaise.
- One (1) Small Bottle of Tabasco Sauce.
- Three (3) cans of Tuna fish packed in spring water.
- One (1) jar of Skippy creamy peanut butter.
- One (1) jar of grape jam.
- One (1) box Natures Valley oats & honey granola bars.
- Three (3) Cans of cashew nuts.
- One (1) Can1 of Sardines in Olive Oil.
- One (1) bag of Nacho Cheese Doritos.
- One (1) Box Ritz Crackers.
- One (1) Can of Easy Cheese Sharp Cheddar.
- One (1) Case of Instant Lunch Cup Soup Chicken/Shrimp.
- One (1) Container of Low Fat Butter.
- Assortment of chocolate bars, snickers, butterfinger, milkyway etc….
- One (1) bag Blow Pops.
- One (1) box Microwave Popcorn.
- One (1) bag of Halls Vitamin C cough drops.
- One (1) Small bottle of Listerine.
- Plastic knifes, spoons, forks 16 oz cups.
- Twenty (12) fresh clean colored hand towels (for stage). *NO BAR TOWELS.*

Per advance $50 cap

Below is an example of a marked up technical rider showing “per advance” with a cap for an artist’s backline needs:



BACKLINE REQUIREMENTS

BASS

TWO (2) Bass Amp **EDEN WORLDTOUR 800**
ONE (1) Bass Cabinet 4 x 10" **David Eden**
ONE (1) Bass Cabinet 1 x 15" **David Eden**
TWO (2) Bass Cabinet 2x 15" **David Eden**
ONE (1) 30ft long ¼ inch cable to link bass amps USL of drums TO USR of drums,
NOTE: All bass cabinets are required regardless of stage size.

DRUMS

Yamaha Maple Custom Absolute...consisting of
ONE (1) 10" rack tom
ONE (1) 12" rack tom
ONE (1) 14" rack tom
ONE (1) 16" floor tom
ONE (1) 22" bass drum
FOUR (4) Yamaha boom cymbal stands
ONE (1) 3 leg Yamaha Hi Hat stand with clutch
ONE (1) 14" Timbale
ONE (1) MAIN, Yamaha Maple Snare 14"
TWO (2) Yamaha snare drum stands
ONE (1) Tama Iron Cobra kick pedal
ONE (1) Round Roc and Soc drum throne, backless
ONE (1) SET of 14" Supernatural Hi Hat pair
ONE (1) 16" Supernatural Crash
ONE (1) 18" Supernatural Crash
ONE (1) 18" China Boy
ONE (1) 20" Supernatural Ride
ONE (1) cowbell w/ rack kit mountable hardware
ONE (1) 8'x8' drum carpet

Per advance $1500 cap

NOTE: All hardware and stands for above items
Including extra tom arm and clamp for 14" tom

KEYBOARDS

-PLEASE MAKE SURE ALL DISC, MEMORY DRIVES ARE IN FULL WORKING ORDER
-WE REQUIRE ONE (1) KNOWLEDGEABLE BACKLINE / KEYBOARD TECHNICIAN DEDICATED TO THE KEYBOARD PLAYER FOR SET UP AND TROUBLESHOOTING
-ON FESTIVAL SHOWS, WE DO NOT SHARE THE KEYBOARDS SO AS TO MAINTAIN THE INTEGRITY AND PROGRAMMING OF OUR SET UP.

Receiving a Fully Executed Contract

Before you send off the signed contract for the agency to review and countersign, you may want to have your legal counsel review it just to make sure you didn't miss anything that could hurt you down the road. If you don't have / can't

afford legal counsel, make sure you clearly understand everything you are agreeing to and what the worse case scenario would be for you financially or otherwise.

As a side note: ***never sign anything you may not be able to deliver on or live up to.*** And never assume or rely on the hope that ticket sales will pay for all of your expenses – you will need to be able to cover all of your costs regardless of how well your event or festival does. Otherwise, the financial and legal ramifications from a breach of contract could be significant and do irreparable harm to you and your business.

Finally – you have made it through the research and development stage; you've created your dream lineup; you've made formal offers; and you've signed your properly marked up contracts. ***You're almost there*** – the next important milestone is when you receive a fully executed artist contract back from their agency. Once that happens, you may – in theory, at least – sit back, relax, and let the accounting, production, marketing, and site operations teams take it from there. Just make sure they have everything they need to properly handle the deposits, production needs, hospitality needs, and day of show compensation to ensure a smoothly run experience for all.

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7 Essential Event and Festival Staff Iphone and Android Apps

Whether you're a production manager, hospitality coordinator, part of the site crew, or any other member of an event or

festival team, there have been several outstanding phone apps developed recently that can help you pull off a successful experience. Below are the seven apps that I turn to the most when I'm on-site, along with some honorable mentions:

Weather.com's app (iOS / Android) – First and foremost, every event and festival professional should have a weather app of some kind on their mobile device. The latest updates to Weather.com's app now give you very important and accurate information that is crucial to know when deciding on evacuating or postponing an event. While no one weather app should be a substitute for a weather station onsite and dedicated meteorologist, Weather.com's app now features lighting strike data with distance and direction from your GPS location as well as live radar, and hourly forecasts.

You may also want to consider: Weather Underground (iOS / Android) or AccuWeather (iOS / Android)

SPL Meter (iOS / Android) – this app allows you to take precise sound level readings to help determine if your PA system is operating at acceptable decibel levels. It lets you pick between A weighted and C weighted filters as well as slow and fast response time. With a range of 40db to 120db and DSP algorithms

that meet or exceed ANSI Type 1 standards, you can trust its accuracy and use it to report decibel levels at FOH, the event property line, or anywhere else that requires testing.

Tiny Scanner (iOS / Android) – there are several good photo-to-PDF apps on the market, but my favorite is Tiny Scanner. It lets you convert any photo you take of a document into a PDF, both as a color photo or as a lower file size black and white facsimile. These come in very handy for staff W9s, driver's licenses, runner receipts, and other physical records that need to be digitized into a PDF for proper accounting.

Evernote (iOS / Android) – this robust set of notes, photos, reminders, chats, and lists goes well beyond your typical notepad app and allows you to collaborate with your co-workers, where everyone sees a hit list (for example, a set of load-out tasks for the site crew) and can update their progress in real time. It also offers syncing between your phone, tablet, and computer automatically.

TogglTimer (iOS / Android) – for those of us who are independent contractors and work hourly, trying to keep track of your hours can be cumbersome when you have multiple projects going at once. This app helps keep it simple by letting you simply hit a green and red button to start and stop your time on a project, and then it lets you easily export the summary data into an invoice or spreadsheet so your clients can see exactly what they're paying for and how many hours you've logged.

Waze (iOS / Android) – when working an event or festival, especially one in a city or part of town you're unfamiliar with, having an app that understands local traffic patterns and can actually reroute you to get the fastest route is essential. Waze stands above your standard map apps thanks to all of the user feedback it can pull from, allowing it to recommend side streets during a sudden traffic jam when other apps may still recommend the now-clogged highway.

Amazon Now (iOS / Android) – for when you absolutely need some gaff tape and your runners are all out picking up artists, Amazon Now lets anyone with a Prime membership place an order that promises to be there within 2 hours (1 hour for an extra fee). Available in at least 24 markets nationwide, it may not be there for you at every event or festival you work, but it can come in very handy when it is.
You may also want to consider: Favor (iOS / Android) or Instacart (iOS / Android)

In addition to these event and festival friendly apps, I also make sure I have a streaming audio app handy – **Spotify** (iOS / Android) or **Rhapsody** (iOS / Android) are my two favorites – especially if you need to play some house music or test the PA (just make sure you are properly licensed if you're playing music to the public). If you don't have a paid subscription to one of these streaming audio services, seek out someone onsite that does and have them use their login; the last thing you want to hear is a bunch of awkward commercials being played over the PA.

For those of us that rely on document sharing, the two of the most popular services today are Dropbox and Google Drive. They each have apps that allow you to view your accounts on each while not having to be tied to your computer. As much as I've tried to stick with one, I find that **Dropbox** (iOS / Android) is essential for keeping an easy to use repository of all important event and festival documents, while **Google Drive** (iOS / Android) is

invaluable as a way to update and share collaborative documents such as production timelines / run of shows, budgets, and staffing lists.

And of course, you will likely need a couple of ride sharing apps which the vast majority of us already have installed. However, if you're in Austin like me, you now can't rely on **Uber** (iOS / Android) or **Lyft** (iOS / Android) to call rides for yourself, artists, or your team (but they're still great to have on your phone for when you're in other cities where they operate). Thankfully, **GetMe** (iOS / Android), **Wingz** (iOS / Android – airport rides only), and **Fasten** (iOS / Android – may not be fully launched in Austin yet) are all quickly becoming viable alternatives.

Have an app I missed that you rely on for your events? Let us know if the comment box below.