



Agreement made on April 27, 2011 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 90 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 Paul Ramsay**       *(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. Videotaping is permitted only if done by PURCHASER. PURCHASER will send a copy of any footage to AGENCY before releasing footage. Footage is for promotional purposes only and is not for resale.
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 (4/27/2011) or 30 days prior to the event, whichever is sooner.
18. PURCHASER agrees to provide AGENT and ARTIST with information on any act that will be performing with ARTIST. If the ARTIST is part of a multi-performer show, artist's set length will be adjusted accordingly.
19. 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.
20. 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.
21. Neon Entertainment and/or its representatives act only as scheduling agents for the ARTIST(s) and assume no liability hereunder.
22. 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:**

23. Dressing area that is convenient to the performance area
24. *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.

25. **Stage Requirements:**

1. If the stage is portable, minimum stage size should be 10x30 for the safety of all those on stage. The stage should be positioned flush up against the wall or should have a guardrail along the back to eliminate the possibility of going off the back of the stage.
2. If the show will be in a theater on a permanent stage then there is no need to measure the stage. **Please make sure the stage is free and clear of all podiums, tables, and cords. Cords that are necessary should be taped down.**
3. The show will benefit greatly by being on an elevated platform. If this cannot happen then please add 8 feet to the dimension listed before placing tables or chairs for the audience. If there is no stage available, let us know immediately so we can work something out.

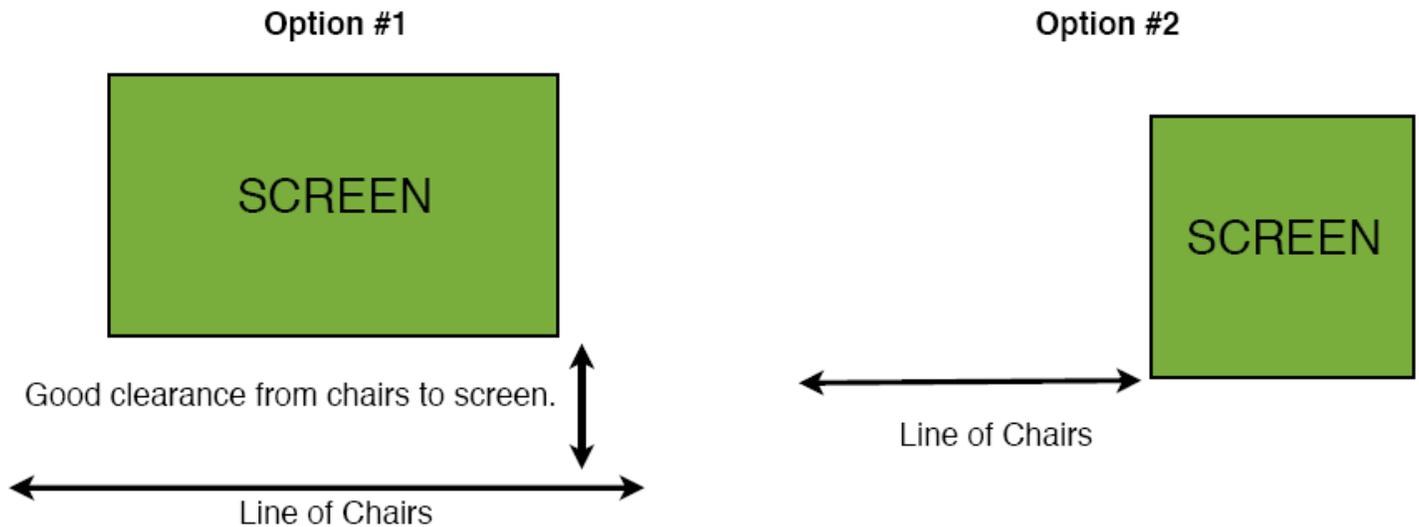
26. **Sound:** Good sound is so important for a good show!

1. Paul runs the sound from his laptop, so it is CRITICAL that he be able to connect to your sound system from up on the stage. Please have a female XLR connection on the stage for Paul to plug his laptop into.
2. Please provide a monitor speaker so that the volunteers can clearly hear Paul's voice during the show.
3. A hand-held wireless microphone is preferred. Please make sure it has a fresh battery.

27. **Video:** The "Mind Games" show relies on having a projector screen and projector running for the duration of the show.

1. Like the sound, Paul controls the slideshow that gets projected from his laptop, so there needs to be a connection up on the stage. Paul will bring an adapter to connect his Mac laptop to your standard VGA cord.

**IMPORTANT:** *The projector and screen must be located in such a way that they allow the audience members to see the projection throughout the course of the show, but without projecting into the eyes of the volunteers on stage.*



28. **Chairs:** 12-15 chairs, without arms, should be set up in one row with the chairs touching one another and as close together as is possible. The number of chairs will vary depending on stage size and audience size. If there is not a stage, please provide 8-10 feet in front of the chairs for the people and participants to move around.

29. **Sound Check:** Sound check with any sound, lighting, or venue crew will take place 60 minutes prior to the show's starting time.

30. **Show Crew:**

1. **Helpers Before the Show:** 3 helpers to set up the show. Please have them there no later than 1 hour before the start of the show.
2. **Helpers During the Show:**
  - a. 3 volunteers are requested to assist on stage to make sure people are not falling out of their chairs, to help dismiss volunteers, etc. A short briefing will be required for these helpers about ten minutes before the show.
  - b. 2-3 helpers will be needed to distribute remote controls to audience members shortly after the show begins. The helpers must take student ID's in exchange for a remote control, store the ID's someplace safe during the show, and then trade ID's or remotes at the end of the show.
  - c. It would also be great if someone would volunteer to operate Paul's video camera during the show.

31. **Show Items:** During the show Paul will need BOTTLED WATER.

32. **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

33. Hotel: **[[CO-OP 1]], [[Co-OP 2]].**

- If a hotel cannot be provided, please add \$150 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 rooms at an established hotel chain (i.e. – Comfort Inn, Holiday Inn, Best Western, etc.) **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 1-3 of this contract and signify my acceptance by signing below.**

X \_\_\_\_\_  
**Purchaser's Signature** **Date**

X \_\_\_\_\_  
**Agent Representative – Scott Talarico** **Date**