



**Pinkalicious the Musical**

Presented by Vital Theatre Company, Inc.

**Contract Rider**

Current as of June 2012

Rider to contract dated \_\_\_\_\_ by and between Vital Theatre Company, Inc. hereinafter referred to as “Company”, and \_\_\_\_\_ hereinafter referred to as “Presenter”, for engagement at \_\_\_\_\_ (venue name) in \_\_\_\_\_ (venue location) on \_\_\_\_\_ (date of engagement).

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## **I. GENERAL NOTES**

We are a self contained, hour long, family friendly production consisting of 5 actors, 1 stage manager and 1 sound supervisor. The purpose of this rider is to acquaint you, the “Presenter,” with the specific technical requirements and other needs of the Company during its appearance in your community. The Company will be as flexible and accommodating as possible so long as all technical limitations of the Presenter’s facility are noted in writing on, or attached to, this rider. Failure to notify the Company of technical limitations could result in the unforeseen omission of design elements from the production. Please understand that this rider is not padded. This is what we need to do the show. If the venue or you can’t do any part of this, please talk to us.

**It is imperative that the person responsible for your theater’s technical operation approve this rider before you sign the contract.**

## **II. PROVISION OF TECHNICAL INFORMATION**

It is the responsibility of the Presenter to supply the Company Production Manager with the following NO LATER than 30 days prior to engagement. Materials required:

- a) Digital copy (PDF & Vectorworks please) of the ground plan, section, and hanging plot in 1/2” or 1/4” scale.
- b) Lighting system inventory
- c) Sound system inventory
- d) Dressing room information
- e) Stage rigging information
- f) Loading information
- g) Contact information for all your production staff

**Please Send Technical Information to:**

Vital Theatre Company  
Production Manager  
[Matt@VitalTheatre.org](mailto:Matt@VitalTheatre.org)  
(212) 579-0528 OFFICE  
(212) 579-0646 FAX  
2162 Broadway, 4<sup>th</sup> Floor  
New York, NY 10024

## **III. SAMPLE SCHEDULE**

Please Note: Vital Theatre Company travels with full sets, costumes, and props. Exclusive and uninterrupted access to the stage, lighting and sound equipment, auditorium and dressing rooms/restrooms is required from the Company’s arrival until its departure.

BEFORE Vital Theatre Company arrival:

- a) Lighting system completely hung, circuited and focused.
- b) Stage dressing in place, access from stage to audience installed.

### **Example:**

DAY OF PERFORMANCE (for a 1:00pm curtain):

- 9am: Company Stage Manager, Sound Supervisor and Cast arrive at venue with equipment. Work with local crew to unload and set-up.

- 10am: Set Lighting Cues based on Venue Rep Plot
- 11am: Sound Check & cast run through
- 12:30: House opens. Cast to dressing rooms.
- 1pm: Performance, 50 minutes (no intermission)
- 2pm: Load-out (approx. 90 minutes)

#### IV. PLAYING AREA

A level playing area at least 20 feet wide x 18 feet deep (not including wing space) will be used. The stage floor must be clean, in good repair and free of any markings, spikes or other blemishes. The stage floor should be of wood construction, preferably a “sprung floor”, but cannot be constructed of either poured or slab concrete.

#### V. MINIMUM STAGE REQUIREMENTS:

Wall to Wall Width	28'	Proscenium Width	20'
Stage Depth (from Proscenium Arch)	18'	Proscenium Height	15'
Apron or Forestage	0'	Grid or Batten Height	16'
Overall Stage Depth	18'	Wing Space Left and Right	4'

#### VI. SET

The following is meant to serve as an overview of the scenic requirements. Full details of the set will be discussed during the advance call with the venue no later than 2 weeks prior to the first performance. The set will be constructed and dismantled by the company assisted by venue stagehands during the designated load-in and load-out times.

- a) **Hard Scenery:** Pinkalicious the Musical consists of free-standing casted set pieces that will be unloaded and set-up by the cast with help from the local crew.
- b) **Legs:** The downstage legs are each 6’ wide and 14’ tall. These legs will need to hang as far downstage as possible, to best frame the stage. The Company Production Manager will work with the Presenter to determine the ideal solution in your venue.
- c) **Backdrop:** A 20’ 5” wide by 12’ tall painted backdrop.
- d) **Venues without a Fly System:** For venues without a fly system, the Company carries a ground support system for soft goods.
- e) **Soft Goods:** If the venue’s Proscenium width is greater than 30’ the Company requires sets of soft legs to hang stage left and right of the playing area to provide wing masking. If the venue’s proscenium height exceeds 16’, the Company requires adequate borders for masking. The exact location of the soft goods will be discussed in the advance call.
- f) **Storage of Set.** In the event that Company will be performing at your venue over multiple days Presenter must provide a safe and secure location on or very near the stage in which to store the set, props, and costumes.

#### VII. LIGHTING

The Company **does not** carry lighting equipment. All instrumentation may be adjusted, within reason, according to the specifics of the venue. What is required is an even front light system with separate control into three basic areas; stage left, center stage, and stage right. The Front, side and down light systems should cover the entire playing area.

The Stage Manager will run the light board during the show off of submasters built during the

tech. If the venue requires a light board operator, the Stage Manager will call the show from the front of house lighting position.

Any questions should be directed in advance to company's Production Manager. Please provide all color. Color substitutions may be made with prior approval.

**a) Systems:**

- i) Front light wash with a warm color. (e.g. R02)
- ii) Front light wash with a cool color. (e.g. R63)
- iii) Back/Down light wash of PARs with a rich saturated pink/purple
- iv) Full lighting from top for blue sky/star drop with three colors. (i.e. Cyc lights with Red, Amber, and Blue)

**b) On Stage Color:**

Ideal colors on stage would consist of ambers, reds, blues, and Pink/Purple. Ideal systems are below:

- i) On Stage top light of amber, red, and blue washes
- ii) High-side/pipe-end wash of Ellipsoidals/Iekos from SL with a rich saturated pink/purple
- iii) High-side/pipe-end wash of Ellipsoidals/Iekos from SR with a rich saturated pink/purple

**c)** In addition, inventory shall include all necessary lamps, cable, dimmers, gels, templates and other such lighting equipment necessary for a theatrical presentation in your theatre to our reasonable specifications.

**d)** The Company does not travel with Genie lift or ladders. Presenter agrees to provide company with suitable access to grid, i.e. a ladder or Genie lift if one is not available.

## **VIII. SOUND**

The Company tours with a limited sound package and will utilize the venue's system for coverage in the auditorium. The touring package includes only a CD player and 5 wireless lavalier microphones and receivers. We rely on the Presenter to provide a sound console with at least 7 open channels for wireless mics and CD player, house fill speakers, on-stage monitor speakers and all necessary cables and connectors. Our Sound Supervisor will work with your venue technicians to determine the needs of you venue at the time of the advance phone call.

Presenter must provide a level mix position in the house providing adequate access to the overall sound of the house. Wireless receivers will be patched into the venue's sound system either at the sound console or from a patch bay on stage. This will be clarified at the advance call no later than 2 weeks before the scheduled performance.

The main house speakers should be free of all noises, hums or buzzes. Please bypass all equalizers and compressor/limiters for signal sent to these speakers. The Company will equalize the signal as needed. Please keep in place any delay and crossover settings.

The Presenter agrees to have adequate audio monitors in each dressing room and in the booth. Additionally, program signal must be independent from the intercom system. A method for paging the dressing rooms must also be available in the booth or backstage.

The Presenter agrees to provide a single channel intercom to the following locations: Stage Left, Stage Right, Light Board Operator Position and FOH Audio Mix Position. All intercom stations

must be belt packs and have enough cable to move freely from downstage wings to upstage center areas.

If the in-house sound equipment is insufficient to meet the Company’s needs, Presenter agrees to rent the necessary equipment and install it as specified by the Company Sound Supervisor.

**IX. WARDROBE AND DRESSING ROOMS**

- a) We require at least two clean, secure dressing rooms for 7 people that are lockable for The Company. Each of the dressing rooms must be equipped with the following:
  - i) 1 box of Kleenex
  - ii) hand soap
  - iii) one trashcan
  - iv) a working sink (with hot and cold water) and toilet
  - v) make-up lights
  - vi) mirrors
  - vii) tables
  - viii) chairs
  - ix) costume rack

These restrooms should be clean and sanitary before the Company’s arrival and must be separate from those provided for the audience and completely masked from the audience view. If possible we appreciate at least one sanitary sleeping cot or couch. Company must have uninterrupted access to dressing rooms throughout the duration of the performance day.

- b) Presenter agrees to provide an ironing board, iron and steamer for the Company’s use. If the Presenter does not have laundry facilities onsite, please provide the Company Stage Manager with local contacts including: laundromat, dry cleaner and sewing supply store.

**X. CREW REQUIREMENTS**

The following requirements are to be used as a guideline approximation only. Our exact needs will be confirmed at time of advance phone call.

Load in & Strike:	1 Sound	Show:	1 Sound
	2 Electricians		1 Stage Hand
	1 Stage Hand/Rigger	(If Applicable)	1 Light Board Operator

- a) One (1) designated technical director (the Presenter must designate a technical director with decision-making authority to be present, responsible to and accessible for consultation with the Company at all crew calls).
- b) Load-in normally takes about 4 hours, the performance lasts approximately one hour and strike normally takes 90 minutes and will begin immediately following the final performance.

**XI. UNION HOUSE**

In a venue that is staffed by a Union crew, all minimum crew calls, rules and regulations as determined by the Local’s Business Agents will be observed. If separate truck loaders are required, please add required loaders to the load-in and strike calls for the company’s full-size van. If the head carpenter cannot operate the fly system because of Union regulations, please add a flyperson to the load-in and strike calls.

## **XII. LOADING**

The loading area should be able to receive one 14' box truck. The Company also travels with a second 15-passenger van. Both vehicles must be permitted to remain parked at the venue throughout the day. The approach to the loading area must be clear of vehicles, debris, etc., permitting direct and unimpeded approach of the Company vehicles. In the event of snow or ice on approach, Presenter agrees to have the approach salted, sanded, and / or shoveled clear prior to the Company arrival. Presenter is responsible for obtaining any necessary parking permits prior to Company arrival.

The loading door should be 8' high by 6' wide and clear of obstacles for easy access.

## **XIII. SUPPLIES**

Presenter agrees to supply sufficient mats, carpets and gaff tape (**2 rolls of black, 1 roll of white**) for securing cable. Please provide tape to Company's Stage Manager at time of load in.

## **XIV. HOSPITALITY**

For catering we appreciate quality over quantity, and we do not require individual or VIP set-up.

- a) Venue is to provide the following backstage hospitality for seven (7) people to be in place four (4) hours prior to each performance and remain in place until one (1) hour after each performance.
  - i) A selection of fruit juices and sodas (diet and regular)
  - ii) At least two (2) dozen individual bottles of drinking water
  - iii) Coffee with milk, sugar and honey served on the side.
  - iv) Hot water and tea bags (including herbal teas)
  - v) Fresh fruit and vegetables
  - vi) A selection of breads and bagels and condiments (peanut butter, jelly, cream cheese, etc.)
- b) Please provide a hot meal for the meal break before performance. This should be ready to serve 2 hours before show time, and can be in any appropriate room backstage. If served before 11am, please include breakfast style entrée's such as eggs, yogurt parfait, fruit salad, etc. If served after noon, please include a several types of entrée including at least 1 vegetarian protein.

## **XV. COMPLIMENTARY TICKETS**

Presenter agrees to make available to Company ten (10) complimentary tickets to each performance in good locations until one hour prior to curtain. Company Production Manager will make every effort to release unneeded tickets at the earliest possible date. No comp tickets may be issued by the Presenter without prior written permission from Company.

## **XVI. PROGRAMS**

Use of programs is at the discretion of the Presenter. Should you choose to print programs, full text and layout of program copy is available on the "presenter page" of the Company's website at [www.pinkaliciousthemusical.com/tour/presenter](http://www.pinkaliciousthemusical.com/tour/presenter). The Company endeavors to have a final version of the program posted at least 30 days prior to the appearance at your venue.

Presenter agrees to provide the Company's Production Manager with a proof of its program layout at least one week prior to Presenter's printing deadline in order for the Company to make any corrections and to ensure that the program is in compliance with the Company's contractual obligations. Failure to provide a program proof may result in Presenter's having to print inserts

for the program.

#### **XVII. BILLING & PUBLICITY**

- a) Absolutely NO advertising may begin until signed contract is received, without prior written approval from Company General Manager. Purchaser must start advertising of this engagement NO LESS than thirty (30) days prior to play date.
- b) Where Company is headlining, Company shall receive 100% sole star billing in all advertising and publicity, including but not limited to air time, newspaper and trade ads, flyers, posters, billboards, marquees, etc.
- c) A complete set of production photos, show logos, press copy and other publicity materials are available in the “press room” on the Company’s website at [www.pinkaliciousthemusical.com/tour/presenter](http://www.pinkaliciousthemusical.com/tour/presenter). The Company’s General Manager, Karron Karr, is available to help promote the Company’s production(s) in your community and to coordinate press relations with members of the Company on the road and in New York.

#### **XVIII. MERCHANDISE**

The Company has sole and exclusive merchandising rights. No “Pinkalicious” material of any kind may be sold by anyone else. We will require a seller and table space at the venue to sell and account for this merchandise. We will either carry a small quantity of merchandise, or arrange to have it shipped to the venue in advance.

#### **XIX. FORCE MAJEURE**

Company’s obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, act of God, riots, strikes, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond Company’s control.

Provided Company is ready, willing and able to perform, Presenter agrees to compensate Company in accordance with the terms hereof regardless of act of God, fire, accident, riot, strike or any event or events of any kind or character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.

#### **XX. INCLEMENT WEATHER**

Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and the Presenter shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions.

Company shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

#### **XXI. PAYMENT, TICKET COUNT, PERCENTAGES, ETC.**

- a) The specific capacity, gross potential, and ticket price breakdown of the venue where Company is to perform under this agreement must be clearly printed on the face of the contract that this agreement is attached to.
- b) If there is any increase from the stated ticket price breakdown to the ticket price actually charged, or if more patrons are admitted than the capacity stated on the contract the Company will receive 100% of the difference between the contract price and amount of actual ticket charge and/or Company will receive 100% of the difference the contracted



- capacity and the actual amount of guests admitted.
- c) A completed box office statement, signed by Presenter will be given to Company Stage Manager upon completion of engagement.
  - d) Where Company's compensation does not include fees as outlined in item 2 above, a detailed box office statement will still be required.

This rider together with the contracts attached constitutes the entire agreement between the parties and shall not be amended, altered, canceled, or in any way changed except with written consent of Company. The Presenter is apprised and fully understands that all provisions of this agreement and compliance with all the requirements set for herein are essential to the proper performance of the Company and that the Company shall have no obligations to perform and will not perform in the event that all terms and conditions of this agreement are not adhered to. It is further understood that if Company is ready to perform and does not because of Presenter's breach, Company shall be entitled to the full amount which would have been payable in the event of performance.

The provisions of this rider are supplementary to the basic contract and where there shall be a conflicting provision, the provisions of this rider shall prevail.





**UNDERSTOOD AND AGREED:**  
**For the Presenter**

**For Vital Theatre Company, Inc.**

\_\_\_\_\_  
Name and Title

Stephen Sunderlin, Artistic Director  
\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Local Technical Representative**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Office phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Cell phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
e-mail address