

Contract Rider - The Video Dance Party

Auburn Moon Agency's Hot Traxx Video Dance Party is like no other.. We will play all your favorite music videos on our giant screen. Our high powered night club sound system will rock your crowd and our light show will leave them mesmerized.

Video Dance Party Silver Package includes:

One (1) video screen (9'x12' or 6'x8')
(choice depends on venue, event and availability)
One (1) Professional Projector.
Video Mixer & DVD Players.
DVD Videos of all current music and Classic's
(Please note. Not all songs are available on video)
Professional National touring disc jockey. (All DJ's carry clean radio edits if needed)
DJ equipment for playing requests of music not on video.
High powered bi-amp night club sound system.
High tech light show.

Set-up needs/Hospitality: Client agrees to provide the following

1. Two (2) 4ft (height) x 8ft (length) tables
2. A Minimum of Six (6) separate 15amp 110v circuits within 25ft of stage area
3. There must be Ceiling Height of at least 10.5 feet (reduced view of screen), ceiling height of 13ft+ for full viewing ability
4. Full access to space at least 2 hours before show time for setup.
5. If performance space resides where steps must be utilized for load in/out, 2 helper/loaders capable of lifting at least 50 pounds without danger of injury or risk of health problems, shall be provided at the expense of the client for the duration of load in and load out.
6. 2 one liter bottles of water (or pitcher) & cups or glasses

Travel & Lodging:

Purchaser must provide Dance Party Crew with one hotel room with 2 twin or larger beds.

Purchaser must provide two hot meals for performers prior to event or supply a 20 dollar buyout.

Rider A

I. Amicable Dispute Resolution Process

A. Agreement to Arbitrate:

To the fullest extent permitted by law, Artist and Purchaser agree to submit any and all disputes, whether arising before, during, or after this Agreement with the Toner Sound Entertainment Group, Inc., including, but not limited to, all tort, discrimination, benefits claims, demotion, discipline, contract and statutory matters, to arbitration. Purchaser, by signing this contract, affirms that it is relinquishing its right to access the courts in favor of settling any and all disputes through arbitration. The parties agree to limit arbitration of disputes pursuant to this agreement to the parties of this arbitration agreement. Consolidation of claims is prohibited.

B. Choice of Arbitrator:

The arbitral panel shall consist of three (3) arbitrators. Each party to this agreement shall choose one arbitrator. The two party-appointed arbitrators shall appoint the third arbitrator.

C. Arbitrator Duties and Powers:

The arbitrators, exclusively, shall make all decisions. The arbitrators' purpose is to come to a considered professional judgment about the matter in dispute. They shall rule according to what they believe is right and just in the circumstances after hearing the parties, weighing their arguments, and evaluating the record. Whenever a statutory issue is brought before them, the arbitrators shall be vigilant in the application of the statutory language and the accompanying decisional law of the courts. The arbitrators shall render a reasoned award. The parties' identities, at all times, shall not be disclosed to the public. As a general matter, the arbitrators shall have the authority to order whatever remedy they believe suitable and necessary, in the circumstances, to resolve the dispute. Damages shall be limited to compensatory damages.

D. The Scope of Application of the Process:

Disputes that eventually may be subject to arbitration under this agreement include, but are not limited to, all contractual disagreements – party disagreements that relate, for example, to the terms, conditions, rights and duties, provisions, or performance of the contract. Disputes shall also include disagreements about rights created by federal or state statute --such as the Civil Rights Act of 1964 and 1991 (Title VII), the Age Discrimination in Employment Act of 1967, the Americans with Disabilities

Act of 1990, the Family and Medical leave Act of 1993, the Fair Labor Standards Act of 1938, or other similar statutes. In particular, claims of civil rights violations and discrimination based upon race or gender are subject exclusively to arbitral resolution and the remedies that might arise from the reference to arbitration under this agreement. THE PARTIES AFFIRM THEIR MUTUAL BELIEF THAT THE AVOIDANCE OF COURT LITIGATION IN THIS AREA IS NECESSARY TO SAFEGUARDING THEIR RIGHTS.

E. Administration of the Arbitral Proceeding:

F. The arbitration shall be conducted in Delaware County, Pennsylvania and agree that mutual promises to arbitrate constitute sufficient consideration for this agreement to arbitrate. It shall be administered by the American Arbitration Association (AAA), pursuant to its Commercial Arbitration Rules, Amended and Effective, July 1, 2003. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

G. Pre-Arbitration Dispute Resolution:

Prior to instituting arbitration, the parties shall undertake efforts to settle their disputes through private negotiations, then, if unsuccessful, through non-binding mediation. The mediator shall be chosen from a list of mediators supplied by the Pennsylvania Bar Association and selected by the CLIENT. The costs of mediation shall be borne by TONER SOUND. If no settlement is reached within two days after the initiation of mediation, the dispute shall be submitted, to AAA Arbitration, unless the parties agree otherwise.

H. The Arbitration Process: Purchaser shall pay all administrative costs associated with the arbitration, excluding attorney fees.

I. Arbitrators shall have the authority to conduct the proceeding, subject to the requirement that the parties be afforded reasonable notice and provided with a meaningful opportunity to be heard. The parties shall arbitrate in good faith, and are entitled to pursue reasonable discovery. Dilatory tactics and other bad faith conduct will be subject to penalty as determined by the arbitrators. The Arbitrators shall conduct the proceedings in such a manner as to render an award within 45 days of their appointment. The parties agree to abide by and perform any award rendered by the arbitrator. Judgment on the award may be entered in any court having jurisdiction thereof.

II. Miscellaneous

A. The severance of any clause or clauses in this contract will not void the entire contract. All remaining provisions shall survive to the fullest extent permitted by law. If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this agreement will remain in full force and effect.

B. All notices or other communications pursuant to this contract may be given by personal delivery, or by certified mail, or by nationally recognized overnight courier service (e.g., Federal Express), addressed to the home office of Artist or to the last known address of Purchaser. Notices given by personal delivery shall be deemed given at the time of delivery, and notices sent by certified mail shall be deemed given when deposited with the U.S. Post Office. Notices given by nationally recognized courier service shall be deemed given when deposited with the courier service.

C. Non-waiver. The failure of either party to enforce any rights hereunder shall not be deemed to be a waiver of such rights, unless such waiver is an express written waiver which has been signed by the waiving party. Waiver of one breach shall not be deemed a waiver of any other breach of the same or any other provision hereof.