



CONTRACT RIDER (2019-2020)

ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for **Avishai Cohen** (who's company, contractors, agents, employees, licensees and designees are hereafter referred to as "PRODUCER") furnishing the services of **Avishai Cohen** (hereinafter referred to as "ARTIST"). By signing it, you are agreeing to supply ARTIST with production and proper working conditions essential to performance. Any breach of the terms and conditions of this rider is a breach of the contract and may cause ARTIST to refuse to perform without releasing PURCHASER from his obligation to pay PRODUCER. If ARTIST elects to perform notwithstanding a breach of this agreement by PURCHASER, the performance by ARTIST shall not constitute a waiver of any claim PRODUCER may waive for damages or otherwise.

A. ADVERTISING AND PROMOTION

A1. ARTIST is to receive 100% star billing on all publicity releases and paid advertisement including - without limitations - programs, electronic media, flyers, signage, newspaper advertisements, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by PRODUCER. Billing on all advertising and publicity materials must appear as follows:

Avishai Cohen & Yonathan Avishai Duo (100%)

A2. PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by PRODUCER. Publicity photos, bios and other assets can be downloaded from www.imnworld.com/avishaicohen. PURCHASER shall supply all publicity and marketing materials to PRODUCER for review and approval prior to PURCHASER's print deadlines and/or online launches. **ALL PUBLICITY AND MARKETING MATERIALS ARE TO BE REVIEWED BY MANAGEMENT, BEFORE BEING PRINTED OR LAUNCHED ON WEBSITES, WITHOUT QUESTION.**

A3. In the condition that PURCHASER is distributing program notes at the performance described herein, only those provided directly by PRODUCER shall be used. The exact copy of these notes may be translated from English to the local language, but only with written authorization by PRODUCER before the final version is printed. All program notes must be approved by PRODUCER prior to publication of the materials – without exception.

A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotional event or appearance without prior written consent from PRODUCER.

A5. **ABSOLUTELY NO PHOTOS DURING THE SOUNDHECK OR PERFORMANCE WILL BE ALLOWED BY THE PRESS OR PATRONS WITHOUT PRIOR WRITTEN CONSENT FROM ARTIST MANAGEMENT**

B. PRODUCTION, INSURANCE AND PAYMENTS

B1. PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. ARTIST shall complete said setup one hour prior to time of performance or at a mutually agreeable time. ARTIST requires a minimum one (1) hour sound check after completion of load in and set up. When a tour manager and/or sound engineer travels with ARTIST, set up must be arranged one hour before sound check with ARTIST. Festival producers are required to comply with this policy unless otherwise agreed in writing with PRODUCER.

- B2. PURCHASER agrees that there shall be no signs, placards or other advertising materials on or near the stage during the entire performance. ARTIST'S appearance shall not be sponsored by, or in any other way tie-in with, any political candidate, commercial product or business.
- B3. There shall be no opening act without PRODUCER's prior written approval.
- B4. Audio or visual recordings of rehearsal, sound check or performance shall only be permitted with PRODUCER's prior written consent.

PURCHASER shall not permit and will prevent:

- (a). The recording, filming, taping, videotaping or any broadcast of the ARTIST'S performance or any portion thereof without the PRODUCER's written approval. PURCHASER will deny entrance to any person(s) carrying tape or video recording equipment. PURCHASER shall announce such policy prior to performance while making the introductions, as well as to announce that no smoking or cameras are permitted during performance, and such announcement shall stipulate that this policy is that of the venue. PRODUCER must approve any other remarks and all introductions made from the stage.
- (b). The manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or performance without PRODUCER's prior written approval. No product, service, or publication utilizing the name or likeness of ARTIST may be produced, sold, or distributed without the prior written consent of PRODUCER.
- B5. In the condition that ARTIST brings merchandise for sale PURCHASER shall provide qualified sales personnel with a cash bank and receive no greater than 20% commission on the net selling proceeds.
- B6. A representative of the ARTIST shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall be given full access to all box office sales and shall otherwise be permitted to reasonably satisfy himself as to the gross gate receipts, (and expenditures if required) at each performance there under.
- B7. PURCHASER will make available **ten (10)** complimentary tickets per show to ARTIST for their sole use. Seats must be in preferred locations. ARTIST will contact the box office no later than one hour prior to the concert in the cm of unused tickets. If this is a compensation bonus or percentage based income then PURCHASER agrees to distribute no more than **thirty (30)** additional complimentary tickets to each show.
- B8. PURCHASER shall indemnify and hold ARTIST, its contractors, agents, employees, licensees and designees harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred, suffered by or threatened against PURCHASER in connection with any claim for personal injury or property damage, brought by or on behalf of any party in connection with the engagement.
- B9. (a) PURCHASER hereby warrants and represents that it has and will maintain in force a comprehensive general liability insurance policy with _____ licensed to do business in the State / Country of _____. Policy No. _____ provides coverage of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate containing all broad form CGL extensions and Non-Owned / Hired Automobile Liability and \$5,000,000 Umbrella Liability insurance.
- (b) PURCHASER further warrants and represents that said insurance policy shall name ARTIST, its contractors, agents, employees, licensees and designees as additional insured parties for the full period of the engagement, including any rehearsal period and post production periods.

- (c) All premiums for such insurance shall be paid on a timely basis by PURCHASER, who also hereby indemnifies and agrees to defend and hold harmless ARTIST and its contractors, agents, employees, licensees and designees from and against any claims, costs, (including attorney's fees and court costs) expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect result of the engagement. PURCHASER shall also hold harmless ARTIST and its contractors, agents, employees, licensees and designees from and against any and all loss, damage and/or destruction occurring to its and/or its contractors, agents, employees, licensees and designees instruments and equipment at the place of the engagement, including but not limited to, damages, loss or destruction caused by Act of God. The insurance liability of the ARTIST shall be limited only to claims from its employees and does not apply to the PURCHASER'S employees.
- (d) The PURCHASER further warrants and represents that it maintains at all times, during the term of this agreement, Workers Compensation Insurance, including Employers Liability Coverage for its employees and others who are involved in the installation, operation and/or maintenance of the equipment provided by PRODUCER, lighting suppliers and sound suppliers. The said certificates must be presented to the PRODUCER upon request.
- B10. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and PRODUCER shall not be liable, in whole or in part for any obligation that may be incurred by PURCHASER in carrying out any of the provisions hereof, or otherwise. Further, PURCHASER warrants and represents that he/she has the legal capacity to enter into this contract.
- B11. This agreement may not be changed, modified or altered except by an instrument in writing by both parties. This agreement shall be construed in accordance with the laws of The Commonwealth of Massachusetts. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in The Commonwealth of Massachusetts.
- B12. Any proposed additional terms and conditions, which may be affixed to this contract by PURCHASER does not become part of this contract until signed by PRODUCER.
- B13. PURCHASER at his/her sole expense shall obtain licenses, permits, or other approval required from any union, public authority, performing rights society or other entity having jurisdiction with respect to the engagement, and shall comply with and fulfill all terms and conditions set forth therein. PURCHASER also agrees to secure any and all immigration clearances if concert is held outside of the United States and bear any costs incurred, including but not limited to application fees, consular fees, duplication, couriers and expediting agents.
- B14. If State, Local or Federal Tax is to be withheld for this engagement, PURCHASER shall furnish PRODUCER with a copy of the tax law dictating this policy. This copy must be returned with the signed contracts for this engagement. PURCHASER must also furnish PRODUCER with an official documentation requiring tax deduction receipt claiming the amount to be withheld on the night of the performance. Any tax paid must be documented by official receipt and forwarded to PRODUCER no later than 30 days from receipt.
- B15. ARTIST'S obligation to perform shall be excused if ARTIST, or any of his group or essential crew, is unable to perform as a result of illness or injury; detention resulting from inability to obtain reasonable modes of transportation; riots or other civil strife; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; or any other cause beyond ARTIST'S reasonable control. In such event, ARTIST will not be required to perform and shall return to PURCHASER any deposits paid, less costs incurred by ARTIST and neither party shall be under any other obligation to each other. Notwithstanding anything contained herein, inclement weather shall not be deemed a Force Majeure occurrence, except by act of civil authority, and PURCHASER shall remain liable for payment of the full contracted guarantee, even if the performance(s) called for herein are prevented by such weather conditions. PRODUCER shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

C. TRAVEL AND HOSPITALITY REQUIREMENTS

C1. PURCHASER shall provide travel, hotel, dressing room, catering and all other required hospitality at PURCHASER's sole expense and at no cost to the ARTIST. Travel and hospitality requirements contained in attachment(s) hereto become a part thereof.

D. TECHNICAL AND SOUND REQUIREMENTS

D1. PURCHASER shall provide backline, sound, lights, and all other required equipment at PURCHASER's sole expense and at no cost to the ARTIST. Technical and sound requirements contained in attachment(s) hereto become a part thereof.

This Agreement shall be effective only when signed by PURCHASER and returned to ARTIST's booking agency. All attachments and addendum are considered a part of this contract rider and are binding.

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

NOT FOR CONTRACTUAL USE

C. TRAVEL AND HOSPITALITY REQUIREMENTS

PURCHASER TO PROVIDE AND PAY FOR:

GROUND TRANSPORTATION for two (2) personnel plus luggage and instrument cases between airport (or train station), hotel, concert venue, and return to airport upon departure.

We require ONE FULL SIZED LUXURY SUV's or vans with extended cargo area.—SCHEDULING MUST BE APPROVED BY ARTIST'S MANEGEMENT PRIOR TO BOOKING.

HOTEL ACCOMMODATIONS for one (1) suite and one (1) king single rooms at a 4-star hotel, with a full gym and wireless internet is required. The rooms shall be available until the day after the performance with the ARTIST to comply with check-out times and hotel rules. The PURCHASER shall not be responsible for any extra charges during the stay of the ARTIST. Please, try to arrange an early check-in when the transport schedule makes it necessary.

Hotel recommendation (Please provide two):

Name _____ URL _____

Name _____ URL _____

DRESSING ROOMS SUFFICIENT FOR FOUR (4) PERSONNEL preferably two well furnished rooms within easy access to clean and private lavatories. Towels shall be provided for ARTIST'S use in dressing rooms and on stage.

SECURITY shall be provided at all times to insure the safety of the ARTIST'S personal instruments and personal property from the beginning of load-in to completion of load-out. The entire stage and backstage must be kept free of all non-critical personnel before, during, and following the performance.

HOSPITALITY

Upon arrival at the venue refreshments in quantities sufficient for two (2) persons.

Cold Beverages consisting of:

Fruit juices

Soft Drinks

Perrier (or equivalent)

Evian (or equivalent)

Ice

Fresh brewed hot coffee and Espresso Machine with adequate capsules

skim milk (or 2% if skim is not available; no cream)

Fresh hot tea with lemons and sugar

Whole wheat & French breads

Vegetables & fruits

Sandwich meats

Assorted Cheeses

One (1) bottle of high quality tequila, single malt whiskey, or vodka (Patron/Basil Hayden/Ketel One/etc.)

All necessary condiments, silverware, and tableware. REAL SILVERWARE ONLY. NO PLASTIC All food must be set up in a separate dining area accessible to musicians only.

HOT MEAL after sound-check or after performance (ARTIST'S preference) to serve two (2) persons. **Dinners should be fresh, high quality food consisting of fish or a vegetarian with a choice of potatoes, rice, pasta, vegetables, salad, and beverages. MICROWAVED FOOD, FAST FOOD AND CHAIN RESTAURANTS ARE NOT ACCEPTABLE.**

D. TECHNICAL AND SOUND REQUIREMENTS

Purchaser shall provide the following band equipment at his sole expense and at no cost to the ARTIST. Any changes or substitutions must be discussed with ARTIST management.

STAGE to be no less than 25 ft (10m) wide by 20 ft (7m) deep. Professionally qualified technical staff for all lighting and sound systems under the sole direction of ARTIST from load-in and sound check, through performance, and load-out. PURCHASER'S representative to be available from load-in and sound check and must have the authority to act and make decisions on the PURCHASER'S behalf.

STAGE HANDS A minimum of two (2) stagehands are required for load-in and load-out

SOUND SYSTEM

A sound check of two (2) hours is mandatory. A house electrician and engineer must be available throughout the entire sound check and performance. Sound system must be operable at least three (3) hours prior to doors opening and available for sound check. ARTIST must have sound check as late as possible prior to opening of venue to audience. If there are other bands on the show, then ARTIST is to have the last sound check.

A concert sound system of sufficient size, sophistication and quality to deliver to all members of the audience (including sound reinforcement to balcony if any) an amplified blend of ARTIST'S music (including all instruments) free of distortion, feedback, and extraneous noises to the satisfaction of the ARTIST or the ARTIST'S representative.

LIGHTING SYSTEM

Highest professional quality Stage Lighting System with a standard assortment of bright colored gels on independently controlled instruments, to be operated by professionally qualified technicians under the sole direction of ARTIST during sound check and performance.

HOUSE CONSOLE

The house console should have a clear view of the stage and be placed as close to the center of the audience as possible, approximately 2/3rds of the distance from the stage to the back of the house and never in a booth or under the balcony. When the concert is outdoors, the console shall NOT be near a noisy area like bars, kitchens or street areas.

Console must be of professional quality and have a minimum of thirty-two (32) Inputs, 8 Sub-master with channel and sub-master inserts, VCAs, 4-band FULLY parametric EQ (with Q) for each channel, 48-volt phantom power and a minimum of 6 aux sends. Preferences: Midas, Yamaha, Soundcraft or equal or superior quality. Digital consoles are welcome if they meet high standards (Midas, Yamaha (no LS 9), Digico, Soundcraft, Innovason).

PROCESSING

Two (2) independent reverberation units
Four (4) professional channel compression
One (1) high quality dynamic microphone (talk back mic to stage)

MONITOR CONSOLE

1. A minimum of 12 channels with four (4) separate mixes
2. Each channel shall have sweepable EQ
3. Each mix should have 1/3 octave EQ

MONITOR SPEAKERS

Four (4) identical high quality amplified monitor wedges with 1 x 15" or 1 x 12" speaker and 1 x 2" compression driver. Preferred brands include Clair Brothers, L-Acoustic, D&B, EAW, Meyer, and Martin. One (1) more similar amplified monitor will be needed for the engineer when a monitor console is used.

Headset or handheld communication system with stations at FOH & Monitor desks.

BACKLINE:

***Please note that musicians and specifications listed below are subject to change and are per advance**

TRUMPET: Avishai Cohen

One (1) trumpet stand

One (1) 50 cm (20") X 50 cm (20") by 40 cm (16") height small table or black wood block

One (1) WIRELESS clip on DPA VO4099T mic *Any substitutions to be approved by management

***If you do not have access to DPA mic, please contact:**

DPA Global Sales Support Manager

Bo Brinck Bob@Dpamicrophones.Com Cell: +45 2960 4044 / Skype: bo.brinck.dpa / HQ: +45 4814 2828

PIANO:

One (1) optimally prepared and conditioned seven foot (7' or 9') GRAND PIANO (Steinway, Yamaha or Bosendorfer only) tuned to A440 pitch (**we cannot accept 442 or higher due to tuning with trumpet**) prior to sound check and thereafter as necessary. One (1) adjustable piano bench.

Two (2) solid-backed music stands with individual and fully operative music stand lights

One (1) chair

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

NOT FOR CONTRACTUAL USE

INFORMATION LIST

The following information list is to be completed ASAP and sent with the contracts

- 1) DATE OF PERFORMANCE _____ CITY _____
- a. Name of venue _____
- b. Address _____
- c. Production Phone # _____
- d. Production Email _____

2) Name, Phone #, and email for PRODUCTION MGR _____

3) Name, Phone #, and email for TECHNICAL DIR. _____

4) Name, Phone #, and email for SOUND ENGINEER _____

5) Name, Phone #, and email for ELECTRICIAN _____

6) Name, Phone #, and email for ARTIST SERVICES _____

7) STAGE DIMENSIONS: Depth _____ Width _____
Height: Stage to Ceiling _____
Height: Stage _____

8) Time of Performance _____

Time of Soundcheck (if scheduled) _____

Time of Doors _____

9) Other bands playing before and after ARTIST _____

Their Show and S/C times _____

10) Please provide detailed information regarding loading dock / backstage door for arrival of ARTIST on back of information sheet.

Please **EMAIL** Technical Information and Artist Guide if available. A map of the area is also **MOST HELPFUL**. THANK YOU IN ADVANCE FOR HELPING TO MAKE THE SHOW A GREAT SUCCESS!