



## CONTRACT RIDER

### ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for **International Music Network** (whose company, contractors, agents, employees, licensees and designees are hereafter referred to as “PRODUCER”) furnishing the services of **Habib Koité and Bassekou Kouyate** (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, marqueees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by PRODUCER. Billing on all advertising and publicity materials must appear as follows:

**Habib Koité & Bassekou Kouyate  
(100% Headline Billing)**

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/habibkoite](http://www.imnworld.com/habibkoite) PURCHASER shall supply all publicity and marketing materials to PRODUCER for review and approval prior to PURCHASER’s print deadlines and/or online launches.**

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.

#### **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) pairs – or twenty (20) total** complimentary tickets per show to ARTIST for their sole use. At least ten (10) of these seats must be in the highest category, with seats in a central position. 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. (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 PRODUCER, 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, PRODUCER and their 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, PRODUCER and their 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 PRODUCER 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.
- B9. 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.

- B10. 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.
- B11. 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.
- B12. 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.
- B13. 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.
- B14. 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 PRODUCER. 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 PRODUCER. 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 PRODUCER. All attachments and addendum are considered a part of this contract rider and are binding.**

AGREED AND ACCEPTED

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PRODUCER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**HABIB KOITE & BASSEKOU KOUYATE**  
**Travel, Hotel, and Hospitality Requirements**  
Current as of 08.27.18

**G R O U N D   T R A N S P O R T A T I O N**

PURCHASER agrees to provide ARTIST'S REPRESENTATIVE with detailed directions to the place of performance. PURCHASER shall, at his sole cost and expense, provide GROUND TRANSPORTATION for ARTIST and entourage to include six (6) total people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure.

**H O T E L   A C C O M M O D A T I O N S**

If PURCHASER is providing HOTEL ACCOMMODATIONS, a minimum of one (1) double-occupancy with king size bed and four (4) single-occupancy rooms are required. See attached rooming list. Early/late check-in/out may be requested during advance. The PURCHASER shall not be responsible for any incidental charges during the stay of the ARTIST. Please list the name, address, and phone of the hotel being provided by the PURCHASER or two (2) recommendations of clean, 3 to 4-star hotels if PURCHASER is not providing hotel accommodations.

**Hotel recommendation #1**

Name:  
Address:  
Phone/Fax:  
Rate per room

**Hotel recommendation # 2**

Name:  
Address:  
Phone/Fax:  
Rate per room

**H O S P I T A L I T Y   A N D   D R E S S I N G   R O O M S**

**DRESSING ROOMS**

PURCHASER shall provide at least, two (2) comfortable and private DRESSING ROOMS, adequate for use by six (6) people. These rooms shall be clean, dry, well-lit, heated or air-conditioned, and shall contain the following:

- Steamer and/or Electronic iron and board in each dressing room
- Twelve (12) clean towels
- Two (2) sofas or at least eight (8) chairs
- Two (2) full-length mirrors
- Tables

**TOILET FACILITIES**

PURCHASER shall provide a private toilet (not available to the public) BACKSTAGE. Wash area with hot and cold running water, clean towels and soap.

PURCHASER shall guarantee adequate SECURITY at all times to insure the safety of the ARTIST'S personal instruments, personal property, and tour vehicles (if applicable) from the beginning of load-in to completion of load-out.

**HOSPITALITY**

See attached sound rider.

**HABIB KOITÉ & BASSEKOU KOUYATE**  
**Technical Requirements**  
Current as of 08.27.18

1. **PURCHASER** shall not allow audience to enter place of performance until technical set-up has been completed. **ARTIST** shall complete said setup three hours prior to time of performance. Artist requires a minimum one hour sound check after completion of load-in and setup. The place of performance must be made available to the artist three hours before theater is opened to the public. Festival producers are required to comply with this policy unless otherwise agreed in writing with the artist's representative.
2. **PURCHASER** shall provide a minimum of two (2) stage hands to help **ARTIST**'s crew for load-in, stage set-up and load-out. A qualified electrician must be available at load-in until such time as **ARTIST**'s stage manager releases him. In cases where **ARTIST** is staying overnight in the town of performance, **PURCHASER** will store **ARTIST**'S equipment overnight in a secured area and make it available to **ARTIST** the following day upon departure. If **ARTIST** is arriving and departing by air, **PURCHASER** will arrange for the equipment to be loaded and transported to and from the airport and the venue in a cargo van. When possible, this van will accompany the other vehicles transporting the **ARTIST** to airport.
3. Technical requirements per attached.

# HABIB KOITE & BASSEKOU KOUYATE

## SOUND RIDER USA 2019

### ACCOMMODATION & ROOMING LIST

Minimum 3\* hotel with breakfast and free wifi. Early / Late check in/out as required.

NAME	ROOM	PLAY
1 Bassekou Kouyate 2 Amy Kouyate	Double room 1 big bed	Lead ngoni Lead vocal
3 Habib Koite	Single room	Lead Guitar / Vocals
4 Mama Kone	Single room	Percussions
5 Madou Kouyate	Single room	
6 Daniel Boivin	Single room	Tour Manager / Sound engineer

### HOSPITALITY

Backstage: Light snacks e.g. sandwiches, fruit, crisps + soft drinks + beers + water + green tea + fresh mint, to be available at arrival of band at venue.

After or before show: hot dinner for 9 (8 artists, 1 tour manager);

Spicy chicken or lamb with lots of rice preferred!

Tech and Dinner schedules to be confirmed during advance preparation communications between our tour manager and local promoter.

**Please note: 3 members do not eat pork or ham**

### SOUND SYSTEM

Thank you for providing a P-A System of professional quality, capable of delivering adequate power and coverage for the venue.

We need a quality digital mixing desk, preferred: Yamaha family (CL, QL, M7CL) 20 inputs. If possible, thank you for providing a separate monitor desk, and a sound engineer used to acoustical music to operate it.

We need at least 5 aux sends for monitors, and 6 identical wedges, with identical amps. On each send should be a 31 band EQ

We use 2 wireless units (Line6-GT50) that we provide ourselves, for our 2 Ngonis. Appropriate lighting (All artists should be well lit)

Stage size: ideal: 36' X 20' (12m X 6m), minimum: 24' X 16' (8m X 5m), and we can always accommodate for smaller size, but it needs to be discussed with tour manager in advance. Towels and water on stage for each musician

**HABIB KOITE & BASSEKOU KOUYATE**  
SOUND RIDER USA 2019

**BACKLINE TO BE PROVIDED BY THE PROMOTER**

- 1 x riser 8' x 8' x 12" (2m x 2m x 30cm) for the percussionist
- 1 x Hi-hat stand with hi-hat cymbals
- 1 x 16" crash cymbal + stand
- 1 x adjustable drum stool
- 1 x armless chair
- 1 x **Bass AMP** for ngonni bass
- 1 x **Gtr AMP** with reverb for ngonni lead, ie. Roland JC-120, fender twin reverb or equivalent 3 \* Small Jack/Jack 1/4", 3 feet (1m)
- 3 x Long Jack/Jack 1/4", 20 feet (7 m)
- 4 x AA batteries
- 4 x 9 volt batteries
- 4 x Guitar stands
- 1 x Table (or flycase) for calabash: H:14" W: 16" D: 16"

# HABIB KOITÉ & BASSEKOU KOUYATE

## USA 2019 - INPUT LIST & STAGE PLOT

INPUT	INSTRUMENT	MIC	STAND	MUSICIAN
1	Calabash in	Beta 91	--	MAMA
2	Calabash Piezzo	D.I.	--	MAMA
3	Djembe	SM 57	Short Boom	MAMA
4	Hi Hat	KM 184	Short Boom	MAMA
5	Shaker top	SM 57	Short Boom	MAMA
6	Shaker foot	SM 57	Short Boom	MAMA
7	Pad - Kick	D.I.	--	MAMA
8	Pad - Percs	D.I.	--	MAMA
9	N'goni Bass Amp. mic	e604	Short Boom	MADOU
10	N'goni Bass D.I.	D.I.	--	MADOU
11	Guitar Habib	D.I.	--	HABIB
12	N'goni Lead A	D.I.	--	BASSEKOU
13	N'goni Lead B	D.I.	--	BASSEKOU
14	N'goni Lead Amp. mic	e604	Short Boom	BASSEKOU
15	Vocal Perc.	SM 58	Standard Boom	MAMA
16	Vocal Habib	SM 58	Standard Boom	HABIB
17	Vocal Amy	SM 58	Standard STRAIGHT	AMY
18	Vocal Bassekou	SM 58	Standard Boom	BASSEKOU

RISER 8ft x 8ft x 12in.



**MAMA**



4

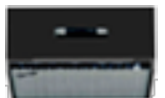




⚡ AC ⚡


⚡ AC ⚡


**MADOU**



5

**HABIB**








1


**AMY**





2

**BASSEKOU**







3



**INFORMATION LIST**  
Please complete this form and return it ASAP

Date of Show: \_\_\_\_\_ Time of Show: \_\_\_\_\_ Sound Check Time: \_\_\_\_\_

Venue Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Country/Zip: \_\_\_\_\_

Stage Dimensions:            Depth: \_\_\_\_\_            Width: \_\_\_\_\_

   Height (stage to ceiling): \_\_\_\_\_            Height (stage): \_\_\_\_\_

**CONTACTS:**

Production Manager: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Artist Services: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Marketing: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Ticket Counts: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**ADDITIONAL INFORMATION:**

- Please provide detailed information regarding loading dock / backstage door for arrival of ARTIST
- If applicable, please provide the names, configurations, set and soundcheck times for any artists performing prior to or following ARTIST
- Please send link or pdf with Technical Information and Artist Guide if available

**THANK YOU IN ADVANCE FOR HELPING  
TO MAKE THE SHOW A GREAT SUCCESS!**