



CONTRACT RIDER

ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for **Charlie Coffeen** (whose company, contractors, agents, employees, licensees and designees are hereafter referred to as “PRODUCER”) furnishing the services of **Sidewalk Chalk** (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:

**Sidewalk Chalk
(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/sidewalkchalk 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. 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.
- B16. PURCHASER agrees that PRODUCER may cancel the engagement hereunder by giving PURCHASER written notice thereof at least forty-five (45) days prior to the commencement of engagement if ARTIST shall be called upon to render services in connection with motion pictures or television if engagement hereunder conflicts therewith.

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

S I D E W A L K C H A L K

TECH & HOSPITALITY RIDER

Artist Contact/Logistics/Tour Management:

Charlie Coffeen at 260-402-6658 or crcoffeen@gmail.com

TECH

Load-In & Advance:

Load-in time and day-of info must be sent to crcoffeen@gmail.com at least three weeks in advance of show date. Please include venue WiFi in the advance. The stage should be clear of everything (mic stands, cables, beer bottles, etc) prior to load-in. Please be advised that the band travels with a stand-alone stage and lighting set-up that requires 30 minutes of additional load-in and set-up time.

Stage:

Purchaser shall provide a safe professional quality stage, sufficient to hold seven performers and proportionate to the size of the performance space. The surface of all staging shall be smooth, strong, and level with no holes, movement, or uneven sections. There must be safe access via stairs on at least one side of the stage. If no stage is provided, a performance surface of at least 12' x 20' is appreciated.

Rigging & Electrical Safety:

All electrical, rigging, staging, and roofing must meet basic safety requirements. Any situation which is deemed unsafe by the artist must be corrected by soundcheck time, and in very extreme situations, artist reserves the right to cancel the performance with any and all deposits and guarantees due in full.

Sound Check:

If headlining, artist shall require a sound check of at least one hour at minimum. This does not include audio or lighting system set-up or troubleshooting time.

Audio Systems:

The purchaser agrees to provide a professional-quality audio and lighting system.

Stage Effects:

Please keep any fog or smoke machines away from the front portion of the stage.

Front-of-House:

Please provide a touring-quality PA system consisting of actively-powered 3- or 4-way speakers of appropriate size and number to evenly provide undistorted, full-range audio throughout the entire venue at 110dbA at FOH. We don't push past 100db often, but the extra headroom is nice to have for a band of this dynamic. Please also provide subs of equal quality and proportionate quantity to mains.

Monitor Speakers:

Artist requires 6 monitors (2 front vocal, 1 horn section, 1 bass, 1 keyboard, 1 drums). If only 5 monitors are available, 2 front vocal monitors can be consolidated to 1. If only 4 monitors are available, 2 front vocal monitors can be consolidated to 1 and bass monitor can be eliminated.

Front-Of-House Console:

Artist requires a professional-quality console with at least six pre-fader aux sends and clean, phantom power-capable microphone preamps on every channel. Each channel must have EQ with sweepable mids. No dirty pots or dead channels are acceptable. No semi-professional gear (Behringer, low-end Mackie, etc.).

Cabling & DI Boxes:

Please provide enough quality, noise-free XLR cables (at least 15 feet in length) to pin the artist's input list. Artist input list requires 4 stereo DI boxes.

Recording/Taping Policy

Audience taping is permitted at all performances for personal use only. Professional photography and taping is permitted with expressed consent from Sidewalk Chalk. Please inform door staff of Sidewalk Chalk's policy.

HOSPITALITY

Dressing Room:

Please provide one well-lit, clean room able to comfortably hold 10 (ten) people. This room should be private and be heated or cooled depending on the season. Access to a private, clean bathroom with shower facilities is appreciated. This dressing room should be retained for the exclusive use of Sidewalk Chalk from load-in to approximately one and a half hours after the performance.

Dressing Room Catering:

Unless previously arranged, please provide the following items in the band's dressing room at the time of load-in:

- Coffee & tea w/ organic whole milk & honey
- 2 cases of local beer
- 1 bottle of Bulleit bourbon, Wild Turkey bourbon, or Four Roses bourbon
- 1 bottle of Malbec red wine
- Guacamole w/ assorted organic vegetables (cucumbers, carrots, celery, etc.)
- Organic hummus w/ pita or pita chips
- Assorted organic fruit (apples, oranges, bananas, berries, etc.)
- Organic Greek yogurt (Fage, Whole Foods, etc.)
- Assorted chips, bars, nuts, etc.
- Organic coconut water (NO brands with added sugar or from concentrate like VitaCoco, C2O, O.N.E., Goya, etc.)

Meals:

Unless previously arranged, please provide a hot meal for up to 7 (seven) people after load-in. Please, no fast food or pizza. In lieu of a catered meal, a buyout of \$140 USD (or local currency equivalent) is acceptable.

**Dietary restrictions include 1 vegetarian

Stage:

Please provide 7 bottles of water and 7 clean white hand towels for each band member on stage.

Lodging:

The band requires 4 non-smoking hotel rooms with double beds. Hotels should be reserved under the name Charles Coffeen.

Ground Transportation:

When applicable, please provide ground transportation and driver for seven band members between airport, venue, and hotel.

Parking:

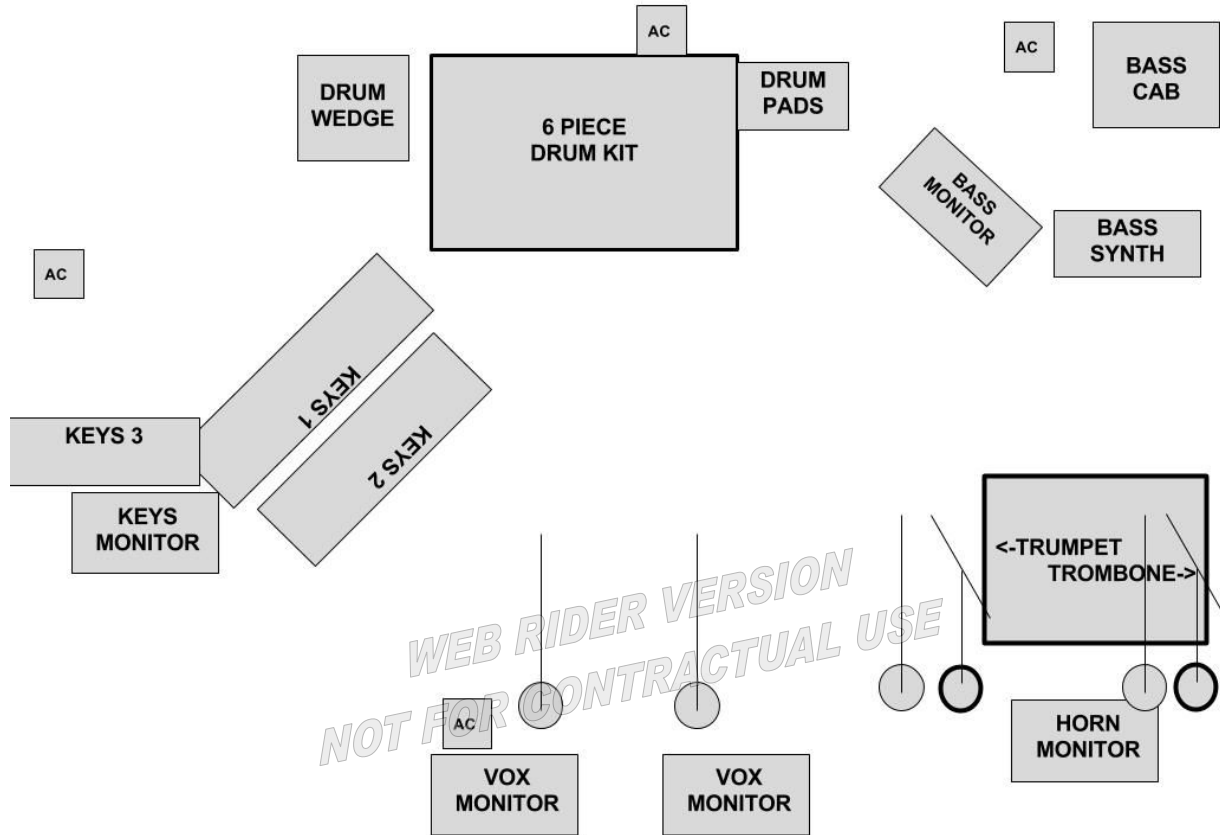
Unless ground transportation has been arranged, please provide parking for one full-sized van and 10' trailer in a convenient location to the venue at no cost to the artist. If a parking pass or venue access passes are necessary, please deliver them to Charlie Coffeen at load-in.

SIDEWALK CHALK INPUT LIST

CHANNEL	USE	MIC/DI	STAND
1	KICK	MIC	Short Boom
2	SNARE 1	MIC	Clip-On
3	SNARE 2	MIC	Clip-On
4	RACK TOM 1	MIC	Clip-On
5	RACK TOM 2	MIC	Clip-On
6	FLOOR TOM	MIC	Clip-On
7	HI HATS	MIC	Short Boom
8	OH L	MIC	Boom
9	OH R	MIC	Boom
10	ELECTRONIC DRUM PAD	DI	N/A
11	BASS AMP	XLR	N/A
12	KEYBOARD 1 L	DI	N/A
13	KEYBOARD 1 R	DI	N/A
14	KEYBOARD 2 L	DI	N/A
15	KEYBOARD 2 R	DI	N/A
16	KEYBOARD 3 L	DI	N/A
17	KEYBOARD 3 R	DI	N/A
18	TRUMPET	MIC	Boom
19	TROMBONE	MIC	Boom
20	TRUMPET VOCAL	MIC	Straight
21	TROMBONE VOCAL	MIC	Straight
22	LEAD VOCAL 1	MIC	Straight
23	LEAD VOCAL 2	MIC	Straight

SIDEWALK CHALK STAGE PLOT

*CONTACT CRCOFFEEN@GMAIL.COM or 260-402-6658 WITH QUESTIONS



Monitors:

Sidewalk Chalk ideally requires six monitor mixes (lead vocal left and right, horns, bass, keys, & drum wedge). If only five monitors are available, 2 vocal monitors can be consolidated to 1. If only 4 monitors are available, 2 vocal monitors can be consolidated to 1 and bass monitor can be eliminated. Sidewalk Chalk can also adjust DI requirements from stereo to mono when necessary.

SIDEWALK CHALK FESTIVAL BACKLINE REQUIREMENTS

Drums:

- Sabian Cymbals (AAX, HHX, AA, HH)
 - 2 18" crashes
 - 20" ride
 - 14" hi hats
- DW Hardware
 - 1 hi hat stand
 - 3 cymbal stands
 - DW 9000 or 5000 pedal
- Tama, Yamaha, Sonar, or Pearl drums
 - 22" kick drum
 - 10" rack tom 1
 - 12" rack tom 2
 - 14" or 16" floor tom
 - Tama SLP snare

Bass:

- Aguilar AG 700 or comparable
- Epifani D.I.S.T. 410 or comparable
- Moog Minitaur OR Korg MS20 w/ stand
- 32-key MIDI keyboard
- MIDI cable

Keyboards:

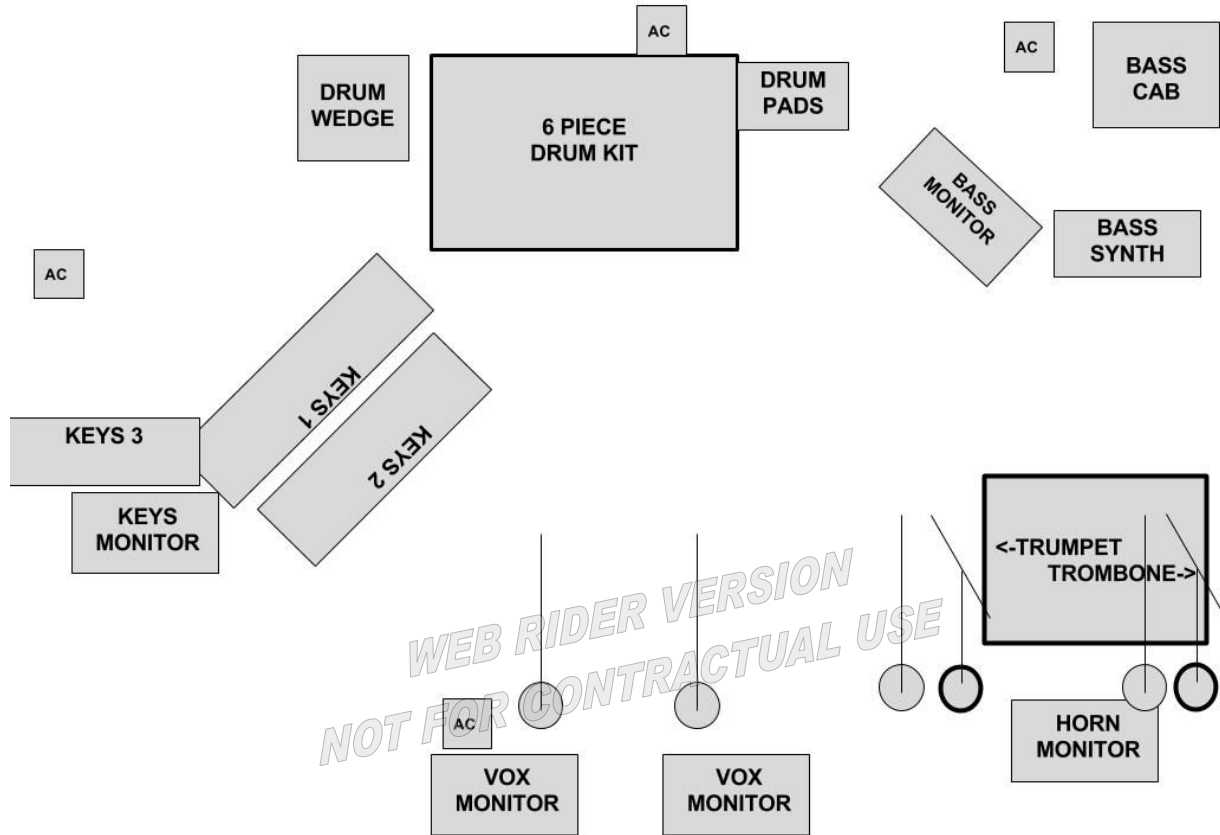
- Nord Stage 2 EX HP76 OR Fender Rhodes
- Yamaha or Steinway Grand Piano
- Dave Smith Instruments Prophet 08
- Korg MS2000
- 1 two-tier keyboard stand
- 1 X-style keyboard stand
- 2 sustain pedals
- 1 keyboard expression pedal

SIDEWALK CHALK INPUT LIST

CHANNEL	USE	MIC/DI	STAND
1	KICK	MIC	Short Boom
2	SNARE 1	MIC	Clip-On
3	SNARE 2	MIC	Clip-On
4	RACK TOM 1	MIC	Clip-On
5	RACK TOM 2	MIC	Clip-On
6	FLOOR TOM	MIC	Clip-On
7	HI HATS	MIC	Short Boom
8	OH L	MIC	Boom
9	OH R	MIC	Boom
10	ELECTRONIC DRUM PAD	DI	N/A
11	BASS AMP	XLR	N/A
12	KEYBOARD 1 L	DI	N/A
13	KEYBOARD 1 R	DI	N/A
14	KEYBOARD 2 L	DI	N/A
15	KEYBOARD 2 R	DI	N/A
16	KEYBOARD 3 L	DI	N/A
17	KEYBOARD 3 R	DI	N/A
18	TRUMPET	MIC	Boom
19	TROMBONE	MIC	Boom
20	TRUMPET VOCAL	MIC	Straight
21	TROMBONE VOCAL	MIC	Straight
22	LEAD VOCAL 1	MIC	Straight
23	LEAD VOCAL 2	MIC	Straight

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