

**VUSI MAHLASELA
CONTRACT RIDER**
Current as of 2/2007

Please read this rider carefully. It is part of the attached contract for 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 ARTIST. 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 ARTIST may have for damages or otherwise.

A. ADVERTISING AND PROMOTION

A1. Billing on all advertising and publicity must appear as follows:

VUSI MAHLASELA (100%)

- A2. ARTIST is to receive 100% star-billing on ALL publicity releases and paid advertisements, including without limitation: programs, flyers, signs, newspaper ads, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by ARTIST OR HIS REPRESENTATIVE.
- A3. PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by ARTIST in all advertisements. No product, service, or publication utilizing the name or likeness of ARTIST may be produced, sold, or distributed without the prior written consent of ARTIST.
- A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotion or appearance without prior written consent from ARTIST OR HIS REPRESENTATIVE.
- A5. PURCHASER agrees that there shall be no signs, placards or other advertising materials on or near the stage during the entire performance; nor shall any such advertising appear on tickets, flyers, handbills, or posters without the prior consent of ARTIST; nor shall the ARTIST'S appearance be sponsored by, or in any other way tie-in with, any political candidate, commercial product or business.
- A6. ARTIST retains rights and control over corporate concert sponsorship and/or tour sponsorship. In the event a tour sponsorship is added at any time before or after contracting is completed, it is understood that the PURCHASER will make the best efforts to incorporate the tour sponsor's name, logo, and other requirements to any and all advertising henceforth.
- A7. ARTIST shall have sole and exclusive merchandising rights.
- A8. PURCHASER will make available twenty-five (25) 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 case of unused tickets. Complimentary passes will be provided when the venue utilizes open seating or is a festival.
- A9. **Purchaser shall have the right to distribute 30 tickets or 1% of the sellable house (whichever is greater) for use for media, sponsor, and other promotional needs. These tickets do not include tickets set aside for artist requirements. No other complimentary tickets are to be distributed without express written permission of artist.**

B. MISCELLANEOUS

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. ARTIST

REQUIRES A MINIMUM ONE HOUR SOUND CHECK AFTER COMPLETION OF LOAD-IN AND SETUP. FESTIVAL PRODUCERS ARE REQUIRED TO COMPLY WITH THIS POLICY UNLESS OTHERWISE AGREED IN WRITING WITH THE ARTIST'S REPRESENTATIVE.

B2. 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 ARTIST'S written approval.
- B. The manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or performance without the ARTIST'S written approval.

B3. No discrimination for reasons of race, religion, sex, age or country of national origin shall be permitted or authorized by PURCHASER in connection with the sale of tickets, admission, seating, or accommodation at the engagement.

C. HOSPITALITY, ACCOMMODATIONS, AND TRAVEL: SEE ATTACHMENT A

D. TECHNICAL REQUIREMENTS: SEE ATTACHMENT B

Sound Specifications and Lighting plot

E. PAYMENT AND LEGAL CONTRACTUAL CLAUSES

E1. All payments shall be made as provided herein. In the event PURCHASER fails to make any payment at the time stipulated herein or breaches any provision of this agreement, ARTIST shall have the right to withhold performance without prejudice to his rights thereunder.

E2. 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 thereunder.

E3. Insurance:

(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 of _____, Policy No. _____ which policy 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 employees, agents, servants and contractors as additional insured parties for the full period of the Engagement, including any rehearsal period and post production periods, and that same is cancelable only upon six (6) day prior written notice to Producer.

(c) All premiums for such insurance shall be paid timely by Purchaser and Purchaser hereby indemnifies and agrees to defend and hold harmless Producer and its employees, contractors and/or agents 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 Producer and its employees, contractors, and/or agents from and against any and all loss, damage and/or destruction occurring to its and/or its employees', contractors', or agents' instruments and equipment at the place of the Engagement, including but not limited to, damages, loss or destruction caused by Act of God. The employees of the Purchaser are not the employees of the Producer. 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 has had and maintains at all times during the terms 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, the lighting supplies and sound suppliers.

- E4. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and ARTIST 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.
- E5. 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.
- E6. 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 ARTIST. By sole act of signing, PURCHASER readily accepts all provisions of this contract, regardless of any additions or deletions PURCHASER may try to make.
- E7. 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.
- E8. If State, Local or Amusement tax is to be withheld for this engagement, Purchaser shall furnish ARTIST 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 ARTIST with an official State or City tax deduction receipt claiming the amount to be withheld on the night of the performance.
- E9. ARTIST'S obligation to perform thereunder shall be excused if ARTIST, or any of his group or essential crew, is unable to perform as a result: 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.
- E10. Any material breach of this Agreement by PURCHASER may cause the ARTIST, at the ARTIST'S sole option, to terminate the Agreement. If such a breach occurs, PURCHASER shall be obligated to the ARTIST for the full guaranteed amount of this Agreement and shall forfeit all deposit moneys paid to the ARTIST or his agent as immediate and liquidated damages without prejudices to further legal action by the ARTIST.

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

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

V U S I M A H L A S E L A
c o n t a c t s :

Record Label: ATO Records
John Biondolillo
JohnB@ATOREcords.com
212.422.4280

Manager: Red Light Management
Chris Tetzeli and Ann Kingston
PH: 434.245.4910 434.245.4940
FX: 434.245.4933
Ann@RedLightManagement.com

Contractual issues your agent @ IMN PH 978-283-2883
International Music Network FX 978-283-2330
278 Main Street
Gloucester, MA 01930
EMAIL: your agent's first name@imnworld.com
www.imnworld.com

Publicity: Sacks & Co
Carla Sacks and Blake Zidell
Blake@sacksco.com
212.741.1000

Tour Marketing: Red Light Management
Ann Kingston
PH: 434.245.4940
FX: 434.245.4933
Ann@RedLightManagement.com

Road Manager: Please contact Ann Kingston for advancing dates

Band Cell Phone while touring: (434) 806 9892

V U S I M A H L A S E L A
Travel, Hotel, and Hospitality Requirements
Attachment A
Current as of 2/2007

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 of five (5) 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 O D A T I O N S

If PURCHASER is providing HOTEL ACCOMMODATIONS, a minimum of five (5) single hotel rooms are required. The rooms shall be available until the day after the performance with the ARTIST to comply with checkout times and hotel rules. The PURCHASER shall not be responsible for any extra 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, modest hotels if PURCHASER is not providing hotel accommodations.

Hotel recommendation #1

Name:

Address:

Phone/Fax:

Rate per room:

Contact Name:

Hotel recommendation # 2

Name:

Address:

Phone/Fax:

Rate per room:

Contact Name:

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, lockable and private DRESSING ROOMS. These rooms shall be clean, dry, well-lit, heated or air-conditioned, shall contain the following:

- Electronic iron and board in each dressing room
- Nine (9) towels
- Two (2) sofas
- Two (2) full-length mirrors
- Tables

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:

In dressing room, PURCHASER shall provide refreshments in quantities sufficient for five (5) persons:

AT LOAD-IN:

- Constant supply of tea and coffee with honey and lemon and a selection of pastries to be AVAILABLE ALL DAY
- One (1) case of room temperature water
- One (1) case of Heineken
- One (1) case of Harpoon IPA
- One bottle of red wine
- Small assortment of fruit: bananas, apples, oranges and pears
- Small assortment of vegetables: (including avocado)
- Salt and Pepper
- One (1) box of Earl Grey Tea
- One (1) box of "Throat Coat" Tea (available at health food stores)
- Hot Water for tea
- Raw Honey and Lemon

ON-STAGE:

- One (1) case of room temperature water
- Ten (10) good size towels (NO BAR RAGS!)

HOT MEAL AFTER SOUNDCHECK (or at time to be arranged):

Hot meal for five (5)

3 Course meal to include:

1. Appetizers, salad or soup
2. Main course: Good quality meal with Vegetarian options (NO FAST FOOD)
3. Dessert options

IF NO HOT MEAL IS AVAILABLE, THE PURCHASER AGREES TO PROVIDE ARTISTS THE SUM OF \$15 PER PERSON UPON ARRIVAL TO THE VENUE AS CATERING BUYOUT.

V U S I M A H L A S E L A
TECHNICAL REQUIREMENTS
ATTACHMENT B
CURRENT AS OF 2/2007

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 two-hour sound check after completion of load-in and setup. The place of performance must be made available to the artist from 12 pm on the day of the engagement before theater is opened to the public. The doors cannot be opened without the tour manager's approval. 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. 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 the airport.
3. **STAGE:** The stage should be a minimum of 25' x 15' x2' high with a minimum stage ceiling clearance of 10', and PA wings. The stage must be accessible in a manner other than through the audience.
4. **AT NO TIME DURING THE PERFORMANCE SHALL THE MAINS SUPPLY BE SWITCHED OFF**
5. **BACKLINE: TECHNICAL REQUIREMENTS ARE MINIMAL**
 - SEE ATTACHED
6. **SOUND REQUIREMENTS: DETAILS TO FOLLOW**
7. **MERCHANDISE:** House will not take more than 10% (ten percent) of CD sales. All other merchandise is subject to negotiation.

Vusi And Friends Backline Requirements - Feb 2009

-Bakithi Kumalo - Bass

Aguilar DB 750 Bass Amp
4x10 speaker cabinet

-Mongezi Ntaka - Guitar

Roland JC120

-Ian Herman - DRUMS:

in order of preference:

Yamaha Maple Custom, Sonor, DW, Pearl
(depth shown first)

5"x14" Steel snare drum
8"x10" mounted tom
8"x12" mounted tom
14"x14" floor tom
14"x16" floor tom,
18"x22" kick drum.

If these specific sizes cannot be supplied please avoid

Power tom

sizes. The shallower the better

Hardware:

4 Boom cymbal stands
Hi-Hat stand
Tama snare stand
DW Throne
DW 5000 kick pedal

Cymbals: K Custom, Zildjian, Paiste 3003, Paiste
Traditionals, A Zildjian

20" Ride
17" Crash
16" Fast Crash
10" Splash
14" pair Hi-Hats

Drum Head preference:

Playing side...Remo Pinstripes or Coated Emperor. Bottom -

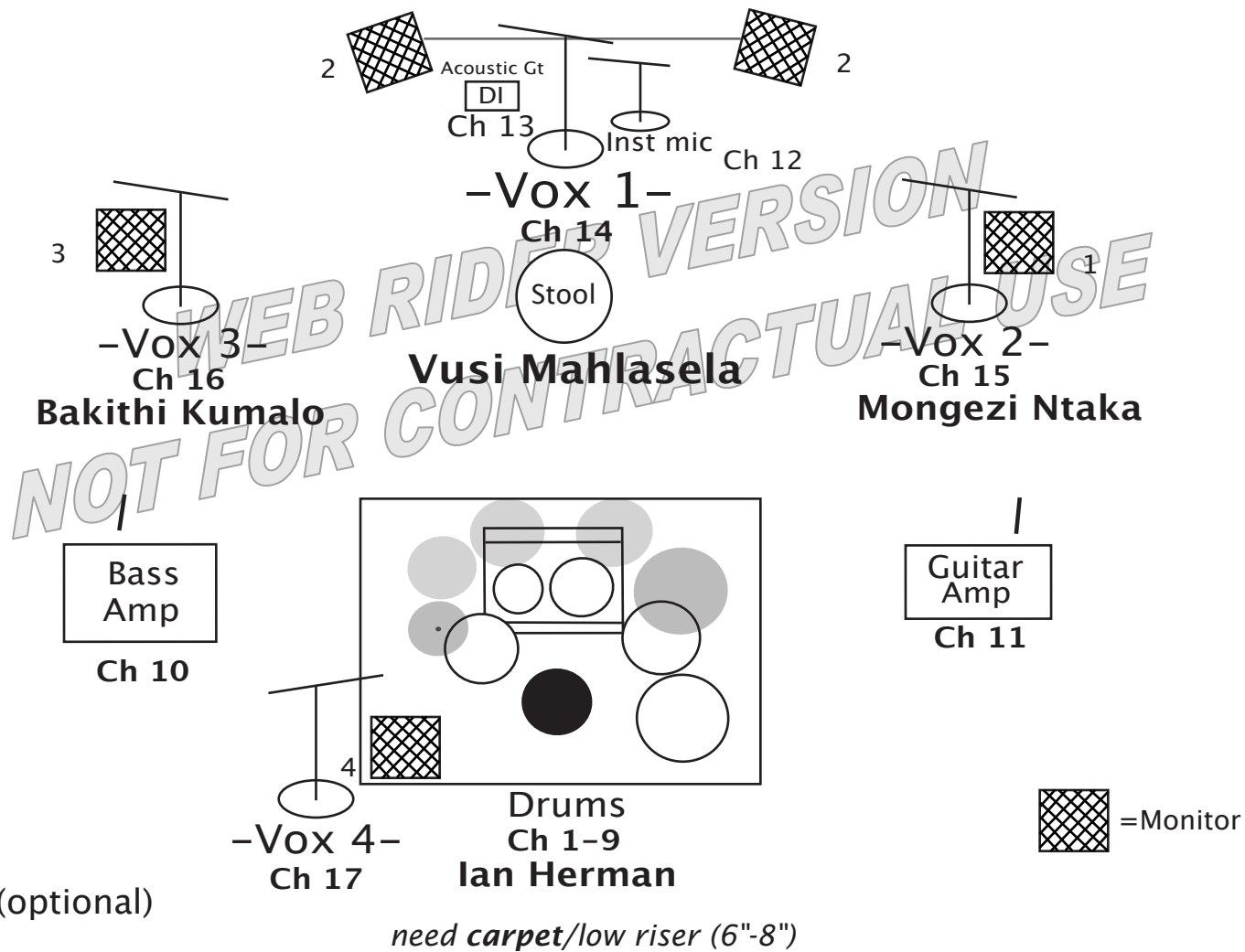
resonant side...Remo clear Ambassadors

Kick drum w/clear Powerstroke 3 head on batter, and any with a hole for mic, or if no hole a Coated Ambassador on the front. Snare drum w/ Coated Emperor on top and Ambassador on snare side.

Vusi Mahlasela and Friends 2008

AUDIENCE

1. Kick
2. Sn top
3. Sn bot
4. Hat
5. Rack tom 1
6. Rack tom 2
7. Floor tom 1
8. Floor tom 2
9. OH Ride
10. OH Hat
11. Bass DI
12. Bass Mic
13. Guitar Amp
14. Acoustic Mic (optional)
15. Acoustic DI
16. Vocal 1 (Lead, have KMS105)
17. Vocal 2 (Guitar)
18. Vocal 3 (Bass)
19. Vocal 4/Shaker (Drums)



4 Monitor mixes, each with 1/3 octave graphic eq.
5 monitor speakers (4 wedges, 1 drum box or wedge)
Contact: Michael Wilson - micwilson@mac.com

FOH	Input	Stage	Mon	Mic	Stand	PH	Notes
1	Kick			B52	Sm boom		comp
2	Snare top			SM 57	Sm boom		comp
3	Snare bottom			Have	-	*	
4	Hat			Cond	Sm boom	*	
5	Rack Tom			Senn 604	Clip/Stand		
6	Floor Tom 1			Senn 604	Clip/Stand		
7	Floor Tom 2			Senn 604	clip		
8	Bongos			SM 57	Tall Boom		
9	OH Ride			Cond	Tall Boom	*	
10	OH Hat			Cond	Tall Boom	*	
11	Bass DI			Active		*	comp
12	Guitar amp			SM 57	Sm boom		
13	Acoustic Mic			Cond	Sm boom	*	
14	Acoustic DI			Active		*	
15	Vocal 1 (Lead)			Have	Tall Boom	*	Comp
16	Vocal 2 (Guitar)			SM 58	Tall Boom		Comp
17	Vocal 3 (Bass)			SM 58	Tall Boom		Comp
18	Vocal 4 (Drums)			SM 58	Tall Boom		Comp
19							
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INFORMATION LIST VUSI MAHLASELA

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 Fax # _____
- 2) Name and Contact info. for PRODUCTION MGR _____
- 3) Name and Contact info. for TECHNICAL DIR. _____
- 4) Name and Contact info. for SOUND ENGINEER _____
- 5) Name and Contact info. for ELECTRICIAN _____
- 6) Name and Contact info. for ARTIST SERVICES _____
- 7) STAGE DIMENSIONS: Depth _____ Width _____
- Height: Stage to Ceiling _____
- Height: Stage _____
- 8) Time of Performance _____ Time of Soundcheck (if scheduled) _____
- 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 send / fax 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!