



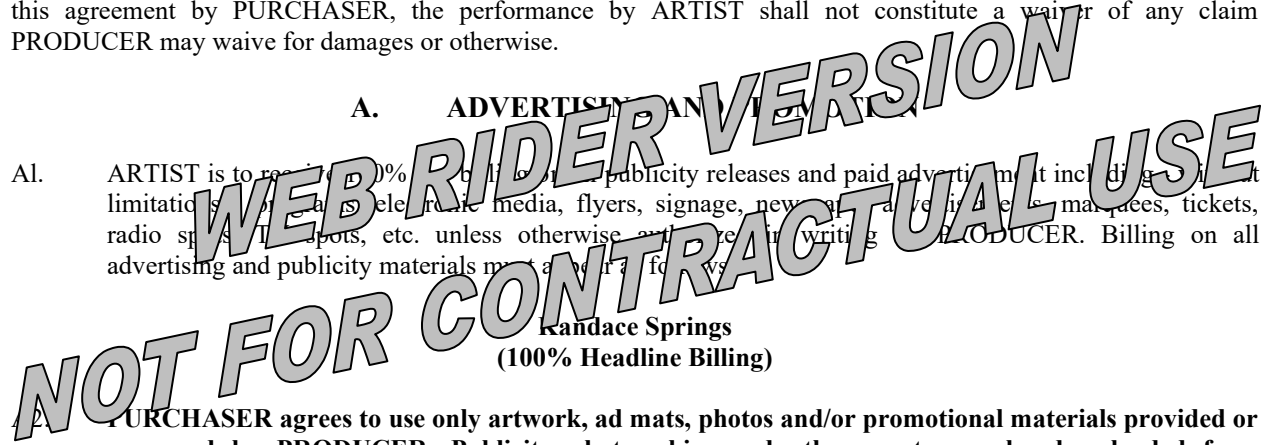
CONTRACT RIDER

ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for **Xavier Drive Music LLC** (whose company, contractors, agents, employees, licensees and designees are hereafter referred to as “PRODUCER”) furnishing the services of **Kandace Springs** (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% of all publicity releases and paid advertising including but not limited to television, radio, print, electronic media, flyers, signage, newspaper, magazine, tickets, radio spots, etc. unless otherwise agreed in writing by PRODUCER. Billing on all advertising and publicity materials must be for **Kandace Springs**



**Kandace Springs
(100% Headline Billing)**

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/kandacesprings 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 up to **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 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.

- 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 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

PRODUCER

DATE

DATE

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

C. TRAVEL AND HOSPITALITY REQUIREMENTS

GROUND TRANSPORTATION

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 four (4) people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure.

HOTEL ACCOMMODATIONS

If PURCHASER is providing HOTEL ACCOMMODATIONS, a minimum of four (4) single 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, 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

HOSPITALITY & DRESSING ROOMS

Dressing Rooms

PURCHASER shall provide at least, two (2) comfortable and private DRESSING ROOMS, adequate for use by four (4) people. These rooms shall be clean, dry, well-lit, heated or air-conditioned.

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.

Security

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 the dressing room(s), PURCHASER shall provide the following refreshments in quantities sufficient for four (4) persons:

- One (1) Bag of regular or sea salt potato chips
- One (1) Bag of flat pretzels
- One (1) Bag of assorted trail mix
- One (1) Small bag of pita chips
- One (1) Small container of roasted red pepper hummus
- One (1) Small vegetable tray with ranch dip
- Six (6) Assorted (energy or protein bars, Clif bars preferably)
- Whole fresh fruit including bananas, apples, oranges, grapes, plums, etc.

- When possible – one (1) large order of French fries
- When possible – one (1) order of fried chicken

- One (1) Electric teakettle
- One (1) pack of Twinings English Breakfast tea
 - w/ Milk, sugar, cups, etc.
- One (1) pack of green tea bags
- Coffee
- One (1) Bottle of kombucha
- One (1) Bottle of orange juice
- One (1) 6-pack of diet coke
- One (1) 6-pack of a local IPA
- One (1) 6-pack of PBR or Coors Banquet
- Twelve (12) 500ml bottles of water
 - *Please keep six (6) at room temp*

- Cups, plates, utensils, etc.
- One (1) Clean container of ice for drinks
- One (1) Trash can

Miscellaneous

- Six (6) Small, white towels

Hot Meal

- One (1) hot meal - sufficient for four (4) persons and as advanced with ARTIST's Representative
 - In the event of a meal buyout, PURCHASER shall provide no less than \$25 USD per person

D. TECHNICAL AND SOUND REQUIREMENTS

PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. Artist requires a minimum one (1) 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 and PURCHASER shall provide:

- A minimum of two (2) stagehands to help with load-in, stage set-up and load-out.
- A qualified electrician, available at load-in
- A high quality stage lighting system
- 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

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.

BACKLINE/EQUIPMENT LIST

Kandace

- Two (2) Vocal Mics
- Two (2) Mics for Piano
- Four (4) Wedge monitors
- One (1) Yamaha C7 piano (or similar)
- One (1) Fender Rhodes Suitcase 88 Keys
- Two (2) DIs

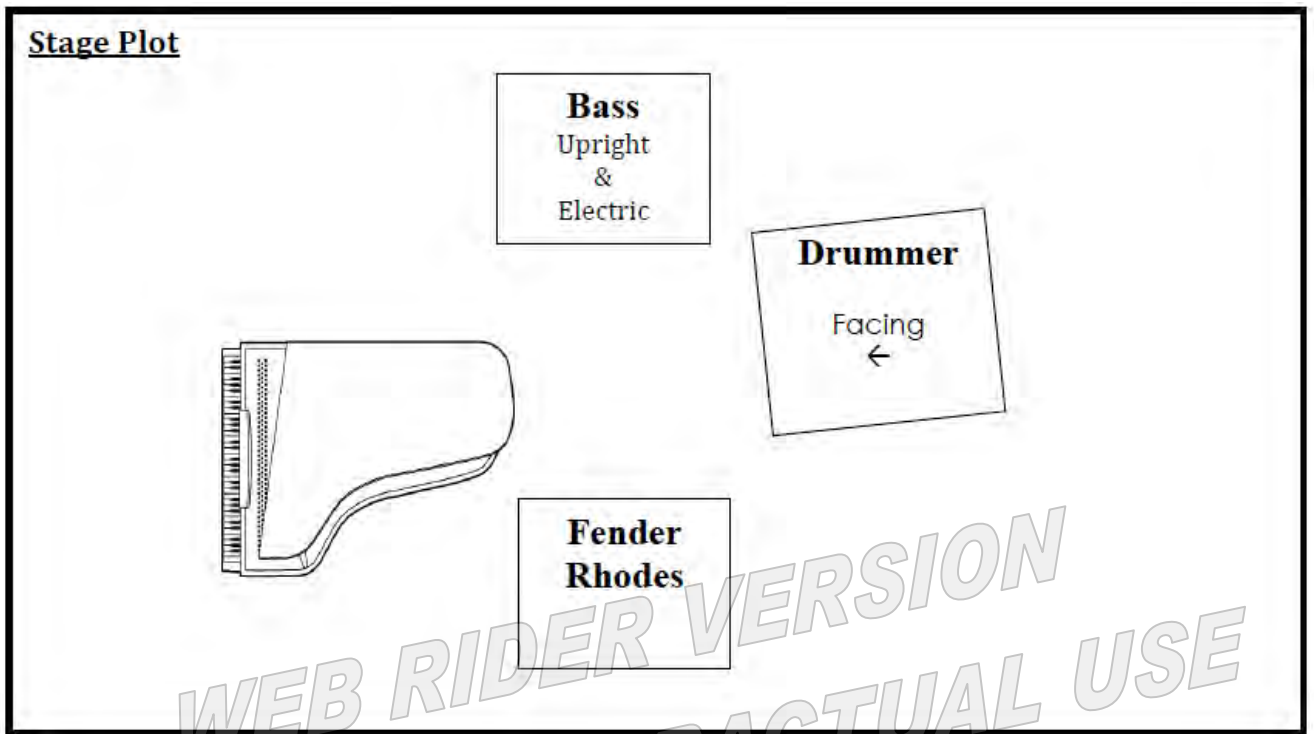
Drums

- One (1) set of DW, Yamaha, or Canopus Drums per the following specs:
 - One (1) 18"x 14" bass drum
 - One (1) 12"x 8" rack tom
 - One (1) 14" floor tom
 - One (1) 14" x 6.5" snare
 - Three (3) DW cymbal stands
 - One (1) DW hi-hat stand
 - One (1) DW snare stand
 - One (1) Yamaha or DW kick pedal
- Cymbals
 - One (1) Zildjian 2" K Ride
 - One (1) Zildjian 20" Ride with Rivets
 - One (1) Zildjian 18" Crash
 - One (1) set of Zildjian 15" hi-hats
- One (1) Roc n Soc drum throne
- One (1) Wedge monitor

Bass

- One (1) ¾ upright bass with adjustable bridge and pick up
- One (1) Aguilar DB 751 head
- Two (2) 4x10 Aguilar DB series cabs
- One (1) Bass guitar stand
- One (1) German style bow
- One (1) Wedge monitor

Stage Plot



Basic Input List

1	Piano L
2	Piano R
3	Rhodes L - Pan Hard Left
4	Rhodes R - Pan Hard Right
5	Kandace Vocal 1
6	Kandace Vocal 2
7	Kick
8	Snare Top
9	Snare Bottom
10	Hi-Hat
11	Tom 1
12	Tom 2
13	OH L
14	OHR
15	Bass Amp DI

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