



CONTRACT RIDER

ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for **Dreamnotes, Inc.** (who's company, contractors, agents, employees, licensees and designees are hereafter referred to as "PRODUCER") furnishing the services of **Nishat Khan** (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:

**The Gate of the Moon (Sitar Concerto No 1) (100%)
Nishat Khan (100%) & the [Orchestra] (75%)**

- 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/nishatkhan. 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 event 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.

All attachments and addendum are considered a part of this contract rider and are binding.

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

C. TRAVEL AND HOSPITALITY REQUIREMENTS

PURCHASER TO PROVIDE AND PAY FOR:

AIR TRAVEL

When contracted to provide air travel, a minimum of two (2) roundtrip tickets – one (1) business class and one (1) coach class plus any overweight – shall be provided. Depending on the flight, a third ticket may be needed to accommodate the sitar. All flights are subject to ARTIST approval in advance.

GROUND TRANSPORTATION

One full sized vehicle suitable for two (2) personnel plus luggage and instruments between airport, hotel, concert venue, and return to airport upon departure. Scheduling must be approved by ARTIST prior to booking.

HOTEL ACCOMMODATIONS

One (1) junior suite and one (1) single rooms in a minimum 4-star hotel. 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. When possible, the ARTIST prefers to travel a day before the performance. Please coordinate check-in times as appropriate to the ARTIST'S transport schedule.

Hotel recommendations, if not provided by Purchaser (Please provide two):

Name _____ URL _____

Name _____ URL _____

SECURITY

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.

DRESSING ROOMS

Two (2) dressing rooms within easy access to clean and private lavatories. Clean sheets or a small rug shall also be provided as the ARTISTS may sit on the floor. Within each dressing room, please have the following items available before, during and following the performance:

- Chai Tea (if available)
- Coffee
- Purified Water
- Assortment of Snacks

When providing a hot meal, meal shall be sufficient for two (2) people. Please advance directly with ARTIST regarding preferences and available options.

D. TECHNICAL AND SOUND REQUIREMENTS

Purchaser shall provide the following equipment at his sole expense and at no cost to the ARTIST. Any changes or substitutions are subject to ARTIST approval. For questions, please reach out to Emmanuel Masongsong (chansonducygne@gmail.com / cell: 310.691.9978).

The Gate of the Moon (Sitar Concerto No 1)

Sitar accompanied by Orchestra and Tanpura**

STAGING

Purchaser shall provide up to **two (2) sturdy metal or wooden platforms**. One (1) 8 ft wide x 4 ft deep and one (1) 4 ft wide x 4 ft deep. Both platforms must be **at least** 2-3 ft high as the seated musicians should be at the same height and sight line as the seated and/or standing orchestra members. Platforms should be covered with a black or white sheet and a plush decorative oriental carpet, preferably red in color. The orchestra shall be situated accordingly per the constraints of the venue and as advanced.

LIGHTING

Quality lighting should be provided. For aesthetics, amber, blue, orange, and red colored gels are preferred, and if available, bright front spots. Staging of these combinations shall be finalized during rehearsal or sound check to generate the proper dramatic effect for each segment of the performance.

SOUND SYSTEM

A concert sound system of sufficient size, sophistication and quality shall be provided 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.

MICROPHONES

Sitar

- For Large Halls or Outdoor Performances
 - 1st Choice: One (1) single Schoeps mic on a short stand, aimed just beneath the bridge of the sitar
 - 2nd choice: Two (2) Neumann KM184 or similar SDC mics - one aimed beneath the bridge and another aimed at the middle of the fretboard, both on short stands
- For Low Volume or Well-Dampened Environments
 - One (1) large diaphragm condenser mic, AKG 414 or similar, aimed at the bridge of the sitar

Vocal (Nishat)

- One (1) SM58 or similar vocal mic, on a short stand with extension

Tanpura

- One (1) KM184 or SM58/57/57b, on a short stand

ADDITIONAL REQUIREMENTS

- One (1) single grounded electrical socket immediately behind the stage platform.
- Two (2) to four (4) small stage monitors

REHEARSAL & SOUND CHECK

ARTIST requires one (1) 2-3 hour rehearsal on the day preceding the performance as well as an additional hour day of show. Once the stage is set, ARTIST requires one (1) proper sound check. Length of sound check may vary depending on the venue. Please have all appropriate personnel (electrician, sound engineer) available throughout the full sound check. Time of sound check shall be coordinated during the advance.

ADDITIONAL NOTES:

Orchestra shall be advanced separately. **Tanpura is optional at Artist's discretion and subject to advance.

INFORMATION LIST

The following information list is to be returned with the contracts

- 1) DATE OF PERFORMANCE _____ CITY _____
- a. Name of venue _____
- b. Address _____
- c. Production Phone # _____
- d. Production Email _____
- 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 MARKETING DEPT _____
- 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 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 any Technical Information and/or Artist Guides for the venue, if available.
A map of the area is also most helpful.**

Thank you in advance for helping to make the show a great success!