

SOMI
CONTRACT RIDER
Additional Terms and Conditions
Current as of 03/30/2016

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

A. ADVERTISING AND PROMOTION

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

SOMI (100% Headline Billing)

- A2. ARTIST is to receive 100% star billing on ALL publicity releases and paid advertisements, including without limitation: programs, electronic media, flyers, signs, newspaper ads, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by PRODUCER.
- A3. PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by PRODUCER 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 PRODUCER. Posters, flyers, CD, and Interview requests should be directed to ARTIST publicist.
- A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotion or appearance without prior written consent from PRODUCER.
- 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 PRODUCER; nor shall the ARTIST'S appearance be sponsored by or in any other way tie-in with any political candidate, commercial product or business without prior written consent from PRODUCER.
- A6. PRODUCER 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. 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.
- A8. PURCHASER will make available ten (10) 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.
- 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.
- A10. ARTIST reserves the right to approve other artist(s) appearing in conjunction with this engagement and the right to determine the length of their performance(s). PURCHASER agrees that any welcoming speeches, introductions, advisories or ceremonies must be agreed to in writing, in advance.

B. MISCELLANEOUS

- B1. PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. The performance location and all facilities shall be available to ARTIST for four (4) hours prior to the performance and for 1 hour following the performance.
- 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 PRODUCER'S written approval.
 - b. The manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or performance without the PRODUCER'S written approval.

C. TRAVEL, HOTEL, HOSPITALITY AND TECHNICAL REQUIREMENTS: SEE ATTACHMENT A

- C1. Travel, hotel, hospitality, and technical requirements contained in attachment(s) hereto become a part thereof.

D. PAYMENT AND LEGAL CONTRACTUAL CLAUSES

- D1. 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.
- D2. All deposit payments shall be made payable to International Music Network as stipulated on the contract face. All balance payments are to be made payable to PRODUCER and handed to ARTIST by the date of performance as stipulated on the contract face.
- D3. **IN THE EVENT ARTIST IS PAID ON A PERCENTAGE OR BONUS BASIS**, 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.
- D4. 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.

(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 suppliers, backline suppliers and sound suppliers.
- D5. 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.
- D6. 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.
- D7. 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.
- D8. 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.
- D9. If State, Local or Amusement 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 State or City 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.
- D10. ARTIST'S obligation to perform hereunder 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 the Purchaser shall remain liable for payment of the full contract price 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.

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

AGREED AND ACCEPTED

PURCHASER

ARTIST

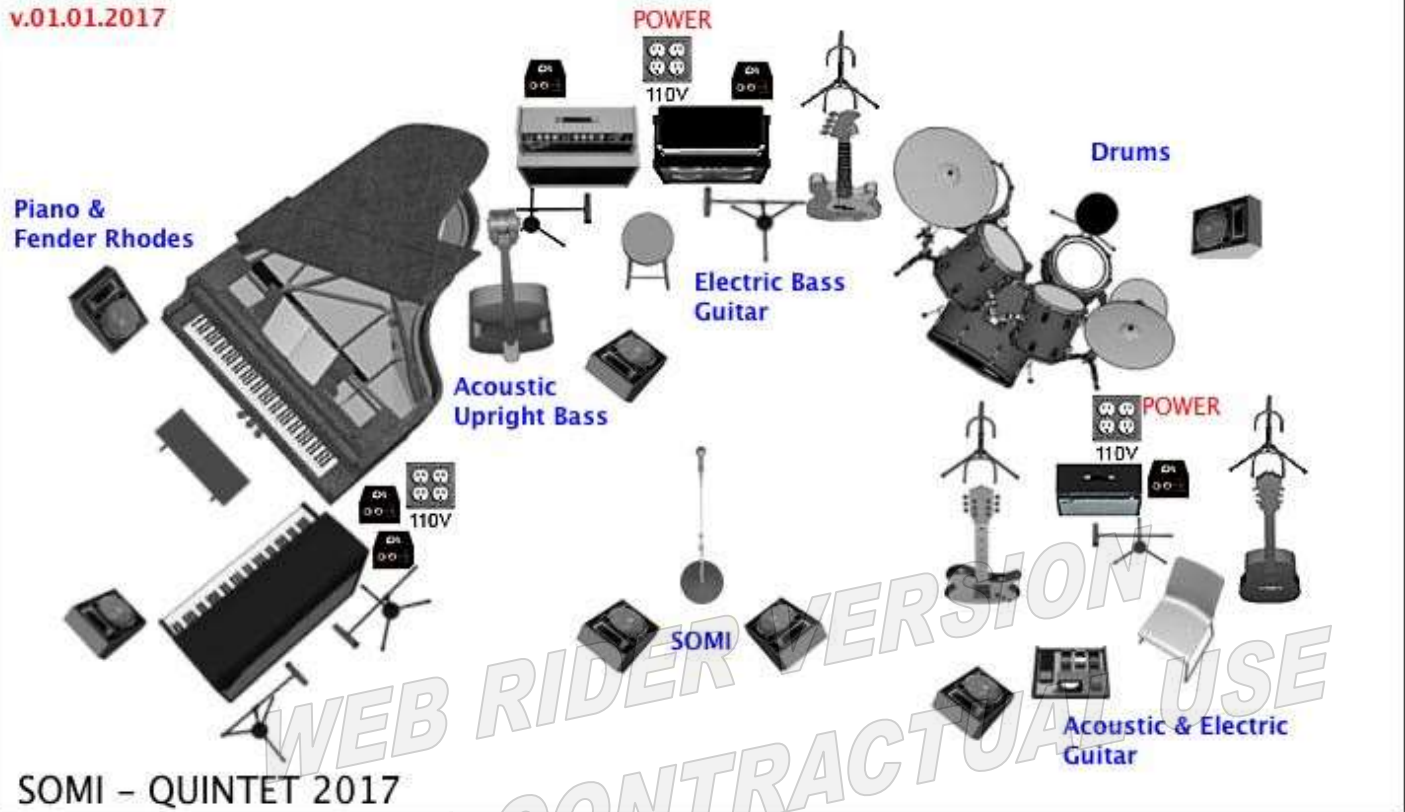
DATE

DATE

*WEB RIDER VERSION
NOT FOR CONTRACTUAL USE*

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v.01.01.2017



SOMI - QUINTET 2017

- 01. Kick - B52
- 02. Snare - SM57
- 03. Hi-Hat - SM81
- 04. Rack 1 - Senn 604
- 05. Rack 2 - Senn 604
- 06. Floor Tom - Senn 604
- 07. Overhead L - SM81
- 08. Overhead R - SM81

- 09. Piano Hi - AKG 414
- 10. Piano Lo - AKG 414
- 11. Fndr Rhdes L - DI / 421
- 12. Fndr Rhdes R - DI / 421
- 13. Upright Bass - DI
- 14. Upright Amp - RE20
- 15. Electric Bass - DI
- 16. Elec Bass Amp - RE20

- 17. Acoustic Guitar - DI
- 18. Acoustic Guitar - SM57
- 19. Lead Vox - SM58

- Monitor Mixes:
- 1. Lead Vocals
 - 2. Drums
 - 3. Piano
 - 4. Bass
 - 5. Guitar

INFORMATION LIST

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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 MARKETING _____
- 3) Name and Contact info for TICKET COUNTS _____
- 4) Name and Contact info for PRODUCTION MGR _____
- 5) Name and Contact info for TECHNICAL DIR. _____
- 6) Name and Contact info for SOUND ENGINEER _____
- 7) Name and Contact info for ARTIST SERVICES _____
- 8) STAGE DIMENSIONS: Depth _____ Width _____
- Height: Stage to Ceiling _____
- Height: Stage _____
- 9) Time of Performance _____ Time of Soundcheck (if scheduled) _____
- 10) Other bands playing before and after ARTIST _____
- Their Show and S/C times _____
- 11) Please provide detailed information regarding loading dock / backstage door for arrival of ARTIST on back of information sheet.

**Please email 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!**