

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 about 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

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

C. TRAVEL, HOTEL, DRESSING ROOMS AND CATERING

PURCHASER agrees to provide ARTIST'S REPRESENTATIVE with detailed directions to the place of performance. If ARTIST gives notice to PURCHASER that the ARTIST is arriving by air, PURCHASER shall provide **GROUND TRANSPORTATION** for ARTIST plus luggage and instruments between airport, hotel, concert venue, and return to airport upon departure via Sedan/Town Car or SUV. If PURCHASER is picking ARTIST up, he must be on time, meet the ARTIST at the point of arrival with an identifying sign, and must be able to carry luggage and have appropriate transportation available.

If PURCHASER is providing air tickets, ARTIST requires eleven (11) economy class tickets plus overweight and cartage, if any. Train tickets (unless special contractual provision has been made) are not acceptable.

IF PURCHASER IS PROVIDING TRANSPORTATION AS OUTLINED ABOVE, SCHEDULING MUST BE APPROVED BY ARTIST'S MANEGEMENT PRIOR TO BOOKING.

If PURCHASER is providing **HOTEL ACCOMMODATIONS**, eleven (11) nonsmoking king single rooms with large bed (no double bed) in a minimum of a 5-star hotel (with a full gym, wireless internet, and air conditioning, etc) is required. The room 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. Please, try to arrange an early check-in when the transport schedule makes it necessary.

Hotel recommendation (Please provide two):

Name _____ URL _____

Name _____ URL _____

PURCHASER shall provide a comfortable and private **DRESSING ROOM** within easy access to clean and private lavatories which are supplied with soap, toilet tissue, towels, and full length mirrors. Towels shall be provided for ARTIST'S use in dressing rooms and on stage.

PURCHASER shall guarantee adequate SECURITY 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. No individuals are to be admitted to this area without express authorization of ARTIST or ARTIST'S representative.

HOSPITALITY: In dressing room, PURCHASER shall provide refreshments. All food must be set up in a separate dining area accessible to musicians only.

Cold beverages consisting of:

Fruit juices

Perrier (or equivalent)

Ice

Soft Drinks

Evian (or equivalent)

Fresh brewed hot coffee or Espresso Machine with adequate capsule with rice or soy milk plus fresh skim milk (or 2% if skim is not available; no cream)

Please, have the coffee ready when Artist arrives for sound check and concert.

Fresh hot tea with lemons and sugar

At load-in/sound check:

A high quality vegetable platter
A high quality fruit platter or assorted loose fruits
Whole wheat bread
One (1) container of Hummus
Assorted Nuts
Assorted Cheeses
Assorted Sandwich meats
Assorted Cliff Bars or Energy Bars
Assorted condiments (mustard, mayo, ketchup, etc.)
Tableware (plates, glasses, silverware, napkins, cups, etc.)
Three (3) bottle of dry red wine
One (1) case of iced premium quality beer
One (1) package of Rice Crackers / Two (2) packages Rice Crackers (Kame preferred)

Hot meal after sound-check or after performance (ARTIST'S preference) for eleven (11) persons. Dinners should be fresh, high quality food consisting of chicken or fish, and vegetarian with a choice of potatoes, BROWN rice, beans, cereals, pasta, vegetables, salad, and beverages. Beverages with meal shall be as indicated above

D. TECHNICAL AND SOUND REQUIREMENTS

Purchaser shall provide the following band equipment at his sole expense and at no cost to the ARTIST.

Stage size to be no less than 25 ft (10m) wide by 20 ft (7m) deep and COMPLETELY EMPTY except for the required backline listed below. Professionally qualified technical staff for all lighting and sound systems under the sole direction of ARTIST from load-in and sound check, through performance, and load-out shall be required. PURCHASER'S representative to be available from load-in and sound check and must have the authority to act and make decisions on the PURCHASER'S behalf.

BACKLINE

PIANO

One (1) optimally prepared and conditioned seven foot (7') GRAND PIANO (Steinway, Yamaha Bosendorfer only) tuned to A440 pitch prior to sound check and thereafter as necessary

ACCORDION

Two (2) DIs (accordion)

CLARINET

One (1) Shure SM58 (Talk Back)
One (2) XLR inputs with phantom power

GUITAR

Fender Deluxe Reverb

CELLO

One (1) Fender SuperChamp XD

ACOUSTIC BASS

One (1) Upright Double Bass: 3/4 size, carved top and back (no plywood), adjustable height bridge, GAGE REALIST pick-up,
One (1) Bass Bow (French grip)
One (1) GK MB115 Bass Amplifier
One (1) Avalon U-5 Class A High Voltage DI Box

PERCUSSION / VIBRAPHONE

One (1) Yamaha YV2700

DRUMS

One (1) Yamaha or Gretsch kit
One (1) 18x14 Bass Drum No Hole in Bass Drum
Two (2) 14X 6 snare drums
Two (2) Mounted Rack Tom - 10" and 12"
One (1) Floor Tom w/legs 14"
One (1) Yamaha hi-hat stand
Two (2) snare stands
One (1) Yamaha foot pedal with felt beater
One (1) drum rug

DRUMHEADS

TOP HEADS: All drum heads are Remo Coated Ambassadors

BOTTOM HEADS: Remo Clear Ambassadors

LIGHTING SYSTEM

Highest professional quality stage, lighting system with a standard assortment of bright colored gels on independently controlled instruments, to be operated by professionally qualified technicians under the sole direction of ARTIST or Artist representative during sound check and performance.

SOUND SYSTEM

A sound check is mandatory. A house electrician and sound engineer must be available throughout the entire sound check and performance. Sound system must be operable at least three (3) hours prior to doors opening and available for sound check.

ARTIST must have sound check as late as possible prior to opening of venue to audience. If there are other bands on the show, then ARTIST is to have the last sound check.

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 to the satisfaction of the ARTIST or the ARTIST'S representative. Said sound system must consist of the following:

P.A.

A high quality multiway active sound system which must produce 100 DB SPL average level at the mix position. It will have a flat response from 20Hz to 20KHz. P.A system (preferably Heil Acoustic, Meyer, EAW, D&B, CLAIR BROTHERS...) In theaters or large halls, the sound system should be complemented with delay stacks to produce same sound pressure level in all audience seats. These delay stacks should be from the same manufacturer as the P.A. and should be rigged from the ceiling to reach the balconies. There should also be front fills to insure correct coverage of the first rows of the hall.

FOH

1. Console:
Must be high end. A minimum of thirty two (32) inputs with sweepable EQ, 6 pre-post auxiliary sends. The mixing desk should be placed in the center between the left and right PA stacks at 2/3 of length of the venue. The mixing position should be on the same level as the audience and never in a booth.
2. Drive rack:
Active crossovers, or drive units pertaining to PA. one (1) stereo 1/3 octave EQ. All delay stacks will have their own 1/3 octave EQ, located at the mixer and will be sent from the desk through matrix. All master outputs must have the possibility to be delayed.
3. Processing rack:
one (1) T.C Electronics M 6000 -M 5000, Lexicon PCM 91 (or 90) or better, one (1) CD player, one (1) talk back mic to stage.

MONITOR SYSTEM

Will be mixed from the stage whenever it is possible. Console must be professional and have a minimum of 16 Input, 4 band FULLY parametric EQ (with Q) for each channel, 48 volt phantom power and a minimum of 6 aux sends.

Nine (9) 15-inch woofer with 1 or 2 inches horn. Prefer Clair Brother, L acoustic, Meyer, D&B, Martin, ALL MONITORS MUST BE OF THE SAME MODEL. Passive crossovers are fine. Bi-Amplified are acceptable but not necessary

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

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

STAGE PLOT / INPUT LIST

