



MARK GUILIANA BEAT MUSIC CONTRACT RIDER (2019-2020)

ADDITIONAL TERMS AND CONDITIONS

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

Mark Guiliana BEAT MUSIC (100%)

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/avishaicohen. PURCHASER shall supply all publicity and marketing materials to PRODUCER for review and approval prior to PURCHASER's print deadlines and/or online launches. **ALL PUBLICITY AND MARKETING MATERIALS ARE TO BE REVIEWED BY MANAGEMENT, BEFORE BEING PRINTED OR LAUNCHED ON WEBSITES, WITHOUT QUESTION.**

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 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 **fifteen (15)** 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 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. 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.

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

C. TRAVEL AND HOSPITALITY REQUIREMENTS

- C2. 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 or train, PURCHASER shall provide **GROUND TRANSPORTATION** for ARTIST plus luggage and instruments between airport or trains station, hotel, concert venue, and return to airport or train station 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 four (4) economy class tickets in an upgradeable class plus overweight and cartage, if any.

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

- C3. If PURCHASER is providing **HOTEL ACCOMMODATIONS**, a minimum of four (4) non-smoking king single rooms with large bed (no double bed) in a minimum of a 4-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 _____

- C4. PURCHASER shall provide a comfortable and private **DRESSING ROOM** with easy access to clean and private lavatories - supplied with soap, toilet tissue, towels, and full-length mirrors. Towels shall be provided for ARTIST'S use in dressing rooms and on stage.
- C5. PURCHASER shall always guarantee adequate SECURITY 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.
- C6. HOSPITALITY: In dressing room, PURCHASER shall provide refreshments in quantities enough for four (4) musicians. All food must be set up in a separate dining area accessible to musicians only.

Please contact Candelaria Alvarado, candelaria@imnworld.com with any questions related to the hospitality requirements listed below.

Cold Beverages consisting of:

Perrier (or equivalent)

Evian (or equivalent)

Ice

Fresh brewed hot coffee or Espresso Machine with adequate capsule

Fresh hot tea with lemons and sugar

At load-in/sound check:

Assorted local ale, lager or high-quality micro-brew

Assorted local wines (red and white)

One (1) bottle of high-quality Whiskey (i.e. Jameson)

Various fresh food and snacks

Assorted meats and cheeses

Assorted vegetables, fruits, nuts, hummus, guacamole, whole grain bread

All necessary tableware (plates, glasses, silverware, napkins, cups, etc.)

Hot meal after sound-check or after performance (ARTIST'S preference) to serve four (4) persons. Dinners should be fresh, high quality food consisting of meat or fish, and vegetarian with a choice of potatoes, rice, pasta, vegetables, salad, and beverages. Beverages with meal shall be as indicated above.

D. TECHNICAL AND SOUND REQUIREMENTS

Please contact Candelaria Alvarado, candelaria@imnworld.com with any questions related to the technical requirements listed below. Purchaser shall provide the following band equipment at his sole expense and at no cost to the ARTIST. Any changes or substitutions must be discussed with ARTIST management.

D2. Stage size to be no less than 25 ft (10m) wide by 20 ft (7m) deep. Professionally qualified technical staff for all fighting and sound systems under the sole direction of ARTIST from load-in and sound check, " through performance, and load-out. On-site 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.

D3. BACKLINE
KEYS

KEYBOARD STATION #1

Two (2) DI's (mono)

One (1) Double tier keyboard stand

One (1) single tier keyboard stand

KEYBOARD STATION #2

Four (4) DI's (2 Stereo pairs)

One (1) Double tier keyboard stand

One (1) single tier keyboard stand

BASS

BASS AMPLIFIER

HEAD: AGUILAR AG 700 (2nd choice - Aguilar one Hammer 700 or DB 751)

CABINET: AGUILAR DB 412 (2nd choice - TWO SI 4x10 or TWO DB 4x10)

DRUMS

KIT: GRETSCH (USA Custom or Brooklyn series)

One (1) 22x14 kick drum

Two (2) 14x5.5 snare drum

One (1) 16x16 floor tom (w/ legs)

HEADS: REMO

Bass drum - clear power stroke 3 on batter side, logo head WITH HOLE on front

Floor tom - clear Emperor on top, clear Ambassador on bottom

Snare drums - coated Ambassadors on top

CYMBALS: SABIAN (HHX Evolution series)

14" hi hats

18" crash

20" crash

22" ride

HARDWARE: DW (7000 series)

Three (3) cymbal stands

Three (3) snare stands

One (1) hi hat stand

One (1) 5000 series bass drum pedal

One (1) drum throne with round seat

MISC:

Four (4) DI boxes

One (1) talkback microphone

One (1) Computer table - 2 feet by 2 feet (18 inches high)

D4. STAGE HANDS

A minimum of two (2) stagehands are required for load-in and load-out

D5. 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 during sound check and performance.

D6. SOUND SYSTEM

A sound check is mandatory. A house electrician and 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:

D7. HOUSE CONSOLE

1. The house console should have a clear view of the stage and be placed as close to the center of the audience as possible, approximately 2/3 of the distance from the stage to the back of the house and **never in a booth** or under balcony). When the concert is outdoor, the console shall NOT be near a noisy area like bars, kitchens or street areas.
2. Console (Digital Consoles like DIGIDESIGN are preferred) must be professional and have a minimum of thirty-two (32) Input, 8 Sub-master with channel and sub-master inserts, VCAs, 4 band FULLY parametric EQ (with Q) for each channel, 48-volt phantom power and a minimum of 6 aux sends. Preferences: Console must be Midas, Yamaha, Soundcraft or equal or superior quality.

D8. PROCESSING

- Three (3) independent reverb units (T.C Electronics M 6000 - M 5000 – M 4000, Lexicon 960, 480, PCM 91, 90, 70)
- One (1) Digital Delay with "tap" key
- Twelve (12) compressors (BSS, dBX)
- One (1) talk back mic to stage
- One (1) CD player
- One (1) CD Recorder
- Six (6) Noise Gates

COMMUNICATIONS

Headset or handheld communication system with stations at FOH & Monitor desks.

D9. MICROPHONES

See stage plot and patch list attached

D10. MONITOR CONSOLE

1. A minimum of 12 channels with four (4) separate mixes
2. Each channel shall have sweepable EQ
3. Each mix should have 1/3 octave EQ

D11. MONITOR SPEAKERS

Four (4) wedge monitors from four (4) aux pre-fader sends controlled by 6 1/3 oct. graphic E.Q. (E.A.W SM 84, NEXO PS-15 or equal)

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

INFORMATION LIST

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 _____

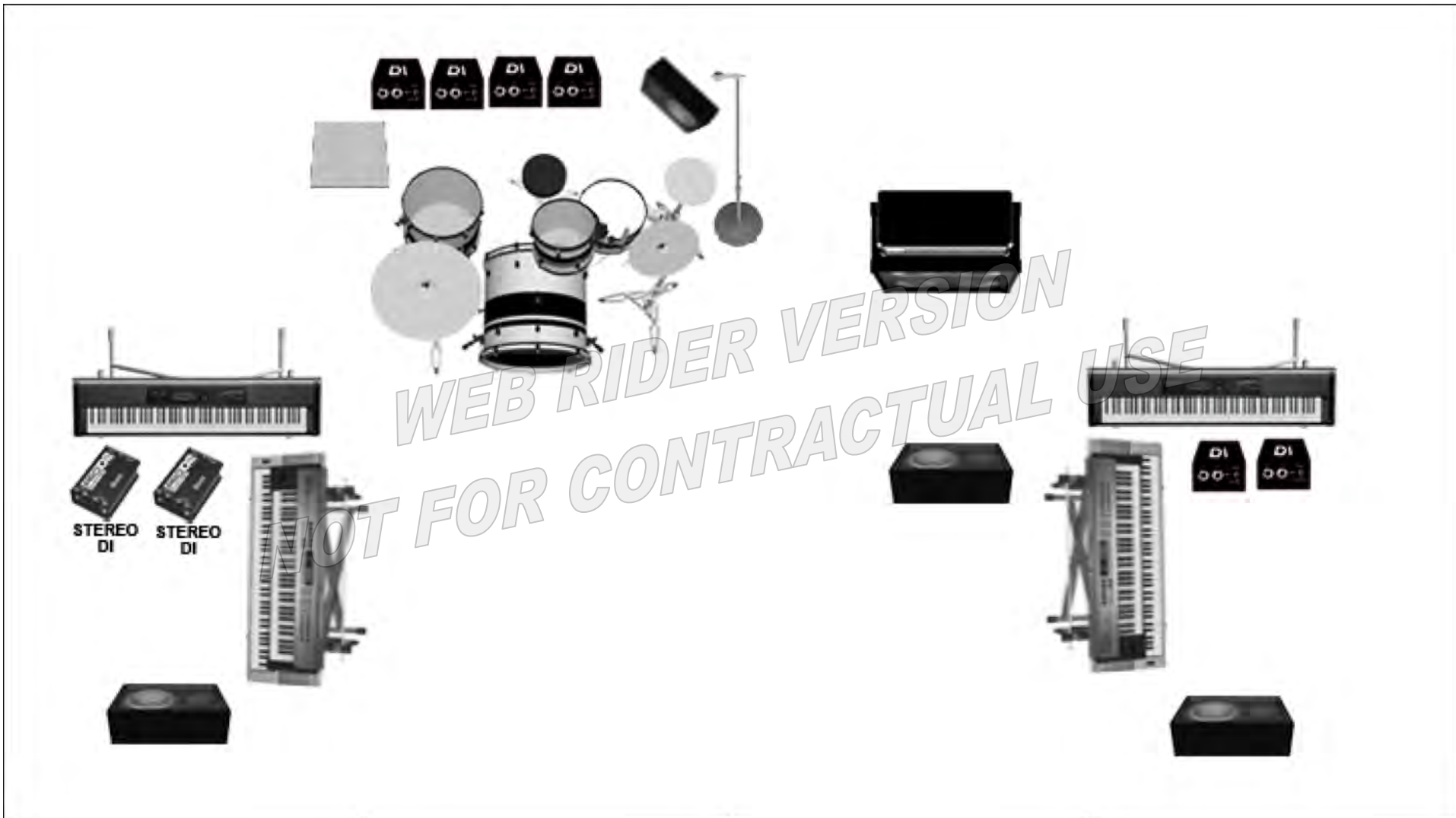
8) Time of Performance _____ Time of Soundcheck (if scheduled) _____

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!



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