

PINK MARTINI CONTRACT RIDER - US & CANADA VERSION

Contact

Tour Manager

Greg Tamblyn
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or

Diego Bucio
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please contact booking agent for confirmation of tour manager

FOH

Pete Plympton
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Artist Management

William Tennant
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This rider covers the factors necessary in order to provide for maximum performance quality and safety of "PINK MARTINI", hereafter referred to as ARTIST. This rider is made part and parcel of the attached performance agreement.

- 1) **TECHNICAL SPECIFICATIONS:** Current plots for stage, lights and sound can be downloaded at www.pinkmartini.com/tech. The PURCHASER agrees to provide a professional sound system with the specifications set out as follows:
 - a) **The sound system shall be set up and tested to be in complete working order before the arrival of the ARTIST.** The PURCHASER shall provide a high quality professional sound reinforcement system. This system should have smooth frequency response from 55 HZ to 16 KHZ with sufficient power, even room coverage, and no distortion or outstanding noise. The system shall be capable of evenly covering the entire listening area and must be able to reach loud (110 dB at mix position) levels without audible distortion. All speaker enclosures should be of a reputable make (L Acoustic, DnB, Meyer, JBL). The system shall include appropriate amplification, cables, connectors, snakes, microphones, mic stands, all necessary rigging hardware, etc. required to run the system and shall be provided by the sound contractor. The number of speakers will depend on the type of speaker and size of venue. A person familiar with the system shall be available for consultation during load-in, sound check, and performance. ARTIST shall have control of all sound in the staging and audience areas during load-in, set-up, performance, and load-out portions of the engagement, unless specified otherwise. The PURCHASER will provide an area for the front of house mix positions on the main floor (not in a balcony), no more than 30 meters / 100 feet from the front of the stage and as close to center as possible, with no obstructions of view between the riser and stage. The front of house mix position **must be in front of the stage** (not behind or at side of the stage).

Specific sound requirements:

THE FOLLOWING TO BE SUPPLIED BY PURCHASER:

- 1. Digidesign Profile mixing console, or**
- 2. Soundcraft Vi4 or Vi6 mixing console, or**
- 3. Yamaha CL5 mixing console**

The stage and monitor system must be ready and wired as per ARTIST's input list ***by load in.***

- b) **MONITOR MIX:** One friendly and competent sound engineer to operate on-stage monitor mixing all day. The system must have enough input channels, output mixes, and wedges to satisfy the ARTIST's input list and stage plot. At least (24) channel monitor mixing console providing at least (8) independent monitor mixes with separate 1/3 octave equalization on each mix. 1 reverb for monitors must be provided.
- c) **WEDGES:** (9) Wedge monitors (never side fill or drum fill). The wedges should be as compact as possible (10" x 1", 12" x 1").
- d) **MICROPHONES:**
- (1) BETA 91 SHURE
 - (4) BETA 58 SHURE
 - (6) BETA 57 SHURE
 - (2) CONDENSERS
 - (2) ACTIVE DI
 - (5) straight stands with round base

The remaining microphones needed will be provided by ARTIST

- e) **STAGE:** The PURCHASER shall arrange for a safe, well-braced, raised and level stage no less than 16' deep by 24' wide or 8m deep by 10m wide. In festival changeover situations please provide (1) 8'x8x1' drum riser. Riser must be rolling and locking with black skirting. For outdoor events, the stage must be covered. Please sweep the stage prior to ARTIST'S arrival. PURCHASER to provide a stage with a black dress, a clean back drop (cyclorama preferred) and enough duvetyn to cover (4) medium size road cases used on the stage. After the rehearsal, stage crew must dress cables and sweep the stage again.
- f) **ACCESS:** ARTIST shall have at least five hours use of the stage (which will include at least one hour for sound check) before the use of it by other acts and/or the opening of the house. ARTIST will have at least two hours to exit the engagement location (load-out). PURCHASER shall provide ARTIST with unobstructed use of these areas. The stage, mix position and sound system and other items aside from the ARTIST's equipment must be set-up prior to load-in time.
- g) **ELECTRICAL POWER:** The PURCHASER shall arrange for adequate, dedicated power at the stage for sound and lights per the specifications from the sound and light providers. If

necessary, a qualified electrician shall be present at load-in time to hook up power. This electrical distribution will be for the exclusive use of the ARTIST.

- h) **BACKLINE:** The PURCHASER shall arrange for and provide rental “backline” instruments per ARTIST specifications, as listed below, at no cost to ARTIST. Backline must be unloaded, set and placed on stage per ARTIST’s stage plot prior to load-in.

PINK MARTINI BACKLINE RENTAL GEAR LIST

No substitutions please—all gear/brand types are specific and necessary! Backline must be approved by ARTIST before day of show. All gear should be uncased and assembled on stage per stage plot prior to ARTIST load-in.

PURCHASER to provide (1) professional Back Line Technician for set up through beginning of sound check.

PURCHASER must provide adequate (2 – 4) competent crew to aid ARTIST during the entirety of ARTIST’s load-in and load-out.

Piano: The PURCHASER must provide a high quality grand piano. ARTIST prefers Steinway Model B (6' 10") or Model A (6' 2") acoustic baby grand piano. If Steinway pianos are not available, ARTIST will accept substitute pianos of comparable size and quality from the following makers only: Boston, Knabe, Bechstein, Bosendorfer, Mason & Hamlin, Falcone, Kawai, Baldwin or Yamaha.

Under no circumstances will an upright piano or a digital piano be accepted. The piano must be tuned to A440, A441 or A442 and placed on stage prior to the ARTIST’s load-in. The piano may be tuned after, but not during, the sound check.

Drum Kit: (Yamaha Maple Custom or Yamaha Recording Custom, no DW drums please):

- (1) Kick drum: 20”x16” (with hole in front head for microphone)
- (1) Rack tom: 12”x8”
- (1) Floor tom: 14”x14” (must be on legs as opposed to suspended)
- (1) Floor tom: 16”x16” (must be on legs as opposed to suspended)
- (2) Snare drums: 14”x5.5” or 14”x6” (Maple or Brass)
- (3) Drum thrones (Roc n Soc, Tama or equivalent)
- (2) Bass drum pedals with chain (Tama Iron Cobra, Pearl or Yamaha with a felt beater)
- (1) Drum rug: 6’x 8’ with rubber backing
- (1) Pillow for bass drum

Cymbals: (Zildjian K Constantinople preferred):

- (1) 20” Ride
- (2) 17” Crash
- (2) 16” Crash
- (1) Set of 14” Hi Hats (Top and Bottom)
- (2) 10-12” Splash
- (2) 17” Orchestral Crash cymbals

Stands: (all hardware should be double braced Yamaha or Pearl, no DW hardware please):

- (2) Hi hat stands (3 leg model and 2 leg model if possible)
- (2) Snare stands
- (7) Boom cymbal stands

Drum Heads: (New or slightly used OK):

Bass Drum: Evans EQ4 or Powerstroke 3

Snares: Coated Ambassador Tops, Clear Ambassador "Snare Side" Bottoms

Toms: Coated Emperor Tops, Clear Ambassador Bottoms

Additional Percussion:

(3) LP "Giovanni" Congas: diameters of: 11" quinto, 12" conga, 13" tumba

(1) Contemporanea Brazilian Surdo Drum 16" x 20" with napa head

(1) Meinl Fiberglass Shekere

(1) Meinl Aluminium Darbuka or Doumbek Drum

(1) LP Studio Series Chimes with striker

(1) Set of LP "Tito Puente" Brass Timbales 14" and 15" with cowbell mounting post

The following items must fit on a standard 3/8" cowbell mounting post and are to be provided with the timbales:

(1) LP Salsa Timbale Cowbell (Large) model ES-5 or equivalent

(1) LP Salsa Cha Cha Cowbell (Small) model ES-2 or equivalent

(1) LP Jam Block, Medium Pitch (Red) model LP1207 or equivalent

(1) LP Jam Block, High Pitch (Blue) model LP1205 or equivalent

(1) LP Jam Block, Highest Pitch (Orange) model LP1204 or equivalent

Bass:

(1) Carved 3/4 (USA) size professional acoustic upright bass - 42 inch scale (measurement of strings, nut to bridge) with steel strings and adjustable bridge. Pick-up: Underwood Required.

Please provide French-style bow. "Jazz" set-up preferred.

New steel strings: Spirocore orchestral GAUGE. Must be set up 48 hours before the day of show. **Absolutely no student models.**

Amps:

(1) Bass amp: Aguilar Tonehammer (or equivalent) bass amplifier with cables

(1) 4"x10" bass speaker cabinet

(1) Guitar amp: Fender Twin '65 reissue/Blackface. Second choice: Roland Jazz Chorus

(8) 1/4" instrument cables

Harp and Cello: Rarely needed, to be advanced with Tour Manager.

Other:

(2) Clean, matching & sturdy barstools

(8) Music stands

(1) 3'x4' Covered table for handheld percussion

(2) Acoustic guitar stands

- (1) Electric guitar stand
- (8) Orchestra chairs (with flat seat and back. no armrest)

Backline questions or concerns? Email William Reischman gorowill@gmail.com for clarification. Please send proposed backline orders for approval before day of show.

- 2) **AIR TRANSPORTATION:** PURCHASER will provide up to eighteen (18) round-trip air tickets from Portland, OR (or other **to/from** locations as specified by ARTIST). The ARTIST reserves the right to book all flights, which the Purchaser shall pay for directly to ARTIST's travel agent. If the ARTIST agrees to let the PURCHASER book the flights, PURCHASER shall not book any air travel without confirmation of departure/arrival cities, travel times, airlines and booking class without the prior written approval of ARTIST. For Pacific or Mountain Time Zone destinations: air tickets must be direct non-stop flights. For all other US destinations: air tickets must have no more than one layover. For international destinations, the tickets must have the least layovers possible. In no cases shall air transportation include unreasonably long layovers or circuitous routes. ARTIST must approve flight itineraries in advance prior to purchasing tickets. Advance with tour manager the required seat assignments (window or aisle), which must be assigned in advance. Flights must be on United Airlines or partner airlines.
- 3) **GROUND TRANSPORTATION:** PURCHASER will provide local ground transportation for the touring ensemble, UP TO 18 PERSONNEL AND GEAR, in the form of SUVs and 15-passenger vans AND an **empty** cargo van for luggage/gear (typically 45-50 pieces of luggage/gear) with drivers, including airport pickup and delivery if applicable. The vehicles & drivers shall be available to the ARTIST from the time of load-in until the completion of load-out. Advance specific transportation needs with Tour or Production Manager. Transfers by taxi will not be accepted.
- 4) **PARKING:** Ample and secured parking shall be provided at PURCHASER's cost for at least two (2) tour buses and one (1) trailer, up to 115' of parking at load-in area during load-in and load-out and within one block at all other times during the engagement. If ARTIST must park in a parking garage or area, parking validation and/or reimbursement is required.
- 5) **ACCOMMODATIONS:** PURCHASER will provide one (1) suite and up to seventeen (17) single, King/Queen size rooms at a four-star hotel not more than five (5) miles from the venue for each night ARTIST is required in the city of performance, including, when necessary, the night prior to the first performance or rehearsal. Early check-in or late check-out available as necessary for band's travel schedule. Suite should not be on first floor. Hotel should be in active area of city with restaurants, coffee shops, amenities, etc. Purchaser must advance and review hotel accommodations with ARTIST prior to final booking. All accommodations are to be prepaid by PURCHASER prior to the engagement. Contact Tour Manager for rooming list and individual room needs for ARTIST (exact number of rooms to be determined with tour manager per advance).
- 6) **SOUND CHECK REQUIREMENTS:** ARTIST shall receive a thorough sound check prior to the doors opening to the public at the venue. The ARTIST needs (3) hours for set up and up to (60) minutes of exclusive time on the house sound system with the aid of the sound technician working the venue the day of the performance.

****NOTE: If essential backline or sound check requirements are not complied with the ARTIST will not be able to perform a professional show, and reserves the right to cancel the Engagement, with the PURCHASER liable to the ARTIST for the full Guarantee specified for the Engagement.****

- 7) **LIGHTING REQUIREMENTS:** A high-quality and professional lighting system to be provided by the PURCHASER. One friendly and competent operator should be available from the time of load-in through the performance. ARTIST shall have control of all lighting during load-in, set-up, performance and load-out portions of the engagement, unless specified otherwise.

Lights to be provided:

(2) Follow spot (HMI 2500W)

Leko (or equivalent) Profile Spots (Ellipsoidal Reflector Spotlights) to cover twelve musician positions

Adequate Front, Back, and Floor lighting to cover ARTIST stage plot

No haze or fog at any time during rehearsal or show. Clear communication necessary between backstage, lighting desk, and spot operators.

- 8) **VENUE PERSONNEL:** The PURCHASER shall provide ONE competent sound engineer and one monitor engineer. The ARTIST will provide their own FOH soundperson, who shall have the ability to, at his discretion, attenuate, or remove completely, any compression or limiting that may be inserted into the main FOH mix. The PURCHASER shall provide 2 to 4 (depending on venue's load-in accessibility, to be advanced) able-bodied stagehands to assist the ARTIST with load-in and load-out of the ARTIST'S equipment and set up in accordance with times stated.
- 9) **ADDITIONS TO THE BILL:** Except in festival settings, the ARTIST shall have full control of show lineup. No additional acts may be placed on the bill without the mutual consent of ARTIST and PURCHASER.
- 10) **PRODUCTION AND PERFORMANCE CONTROL:** The ARTIST and their personnel shall maintain 100% creative control of the production and presentation of the ARTIST's performance, which includes, but is not limited to, the following provisions:
- a) The volume of the Engagement, both onstage and through the house system, shall be determined exclusively by the ARTIST (within the limits of equipment capacity).
Notwithstanding the preceding statement, ARTIST agrees to keep volume within venue dB restrictions, which shall be made known to ARTIST in writing at the time of the signing of this Agreement.
 - b) All production kills will be made according to ARTIST's technical rider and coordinated through the ARTIST's Production Manager and Tour Manager. There shall be no reduction in the Guarantee due to production kills.
 - c) All music played in the venue before and after the Engagement, between acts, and during intermissions shall be furnished by the ARTIST's Tour Manager or Sound Engineer.
 - d) Any film, video, or other audio-visual program displayed before, during, or after Engagement is subject to approval by ARTIST.

- e) Except as necessary for emergency or security concerns, the house lights shall not be turned up during an Engagement unless and until cued by the Tour Manager or ARTIST Lighting Director.

11) **SECURITY**: The PURCHASER shall guarantee proper security at all times to ensure the safety of the ARTIST, auxiliary personnel, instruments, all equipment, costumes and personal property during and after the Engagement. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and mixing consoles. Security protection is to commence upon arrival of the ARTIST at the venues, until all equipment is repacked into transportation and ARTIST personnel have left the premises.

12) **INDEMNIFICATION**: PURCHASER shall indemnify, protect, and hold ARTIST and the individual performing members of ARTIST, as well as ARTIST's respective agents, employees, representatives, officers, and directors, harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the Engagement, including, but not limited to:

- a) Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Engagement.
- b) Any and all loss, damage, and/or destruction occurring to ARTIST's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Engagement, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control.
- c) A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Engagement, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party.
- d) Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by ARTIST. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to ARTIST, and ARTIST expressly agrees to such claim, deduction, or offset in writing.
- e) ARTIST enjoys inviting a limited number of audience members on stage during the performance for one or two songs, to dance or sing. ARTIST requests that PURCHASER provide easy stage access for audience members, on both sides of stage, and ARTIST fully indemnifies, protects, and holds harmless PURCHASER and PURCHASER's respective agents, employees, representatives, officers, and directors from any claim, demand, action, loss, cost, damage or expense arising out of ARTIST's invitation of audience members on stage during performance.

13) **INSURANCE**:

- a) PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Engagement(s). The policy shall name ARTIST, each individual member of ARTIST, the applicable BOOKING

AGENCY, and their respective employees, directors, officers, principals, representatives, and shareholders as additional insureds.

- b) In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. ARTIST's failure to request, review or comment on any such certificates shall not affect ARTIST's rights or PURCHASER's obligations hereunder.
- c) The insurance policies described herein will contain provisions requiring the insurance company to give ARTIST at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to ARTIST for written approval prior to any such change taking effect.

14) **ARTIST GUEST LIST:** For public performances, ARTIST will be allowed a guest list for each performance of THIRTY (30) guests/tickets with the option of purchasing additional good seats. Artist comps should be at least half in premium seating with approval prior to on-sale date.

15) **RECORDING THE PERFORMANCE:**

- a) ARTIST is happy to allow their fans to take pictures or videos with their smart phones or point and shoot cameras, for the purpose of taking home a personal souvenir and/or posting on the internet/social media. Please only dissuade the use of flash photography; non-flash fan photography or video from audience seats is not discouraged.
- b) Professional audio and/or video recording, live broadcast, webcast, photography, and/or any other recording, broadcast and/or exploitation of ARTIST or ARTIST's performance is allowed only by express prior written permission of ARTIST. ARTIST hereby reserves all rights with respect to any and all professionally shot material which displays, duplicates or reproduces all or any part of the activities of ARTIST and/or other persons in connection with the performance, this Engagement, or otherwise in connection with ARTIST's professional and personal life (including so-called "behind the scenes" and "making of" activities). All of the foregoing are herein collectively referred to as the "Reproductions".
- c) It is hereby agreed and understood that ARTIST may be filming and recording the performances for potential future use and exploitation; there are to be no origination fees, location fees, usage fees, royalties or other sums due PURCHASER, venue management or any third party for any such use or exploitation. PURCHASER acknowledges and agrees that ARTIST and ARTIST's designees shall have the sole and exclusive right to authorize the making of any Reproduction, in their sole discretion, and that the Reproductions may contain scenes in which PURCHASER's personnel appear recognizably and/or in which PURCHASER's name, or PURCHASER's personnel's names, sounds, voices, photographs, likenesses, appearances, performance and/or Engagements, activities or any combination of the foregoing are used (the "Scenes"). PURCHASER, on behalf of itself and PURCHASER's personnel, hereby grants to ARTIST, throughout the universe in perpetuity, the right to distribute, advertise, promote, exploit or otherwise use the Scenes by any and all means in any and all media. PURCHASER, on behalf of itself and PURCHASER's personnel, hereby releases ARTIST and their respective affiliates from any claims and causes of action which

PURCHASER and/or PURCHASER's personnel might have arising from the manner in which PURCHASER and/or any of PURCHASER's personnel are depicted in the Scenes.

- d) Any professional photographers that wish to be allowed to shoot during the ARTIST's Engagement, or otherwise photograph ARTIST at or around the venue, must be approved by ARTIST's Tour Manager, Manager, Agent, or Publicity Manager. If by the judgment of ARTIST personnel such photographer is at all a distraction to the audience, such photographer shall be limited to shooting for three songs total during the performance.

16) **HOSPITALITY**: The following must be provided to ARTIST, free of charge:

a) **PRESHOW (set up NO later than 2:00pm)**:

- i) Hot coffee, hot water in a designated hot water pot (ie: no coffee previously brewed) and assorted quality tea: Plain GREEN TEA with caffeine (prefer Teavana Emperor's Clouds & Mist Green Tea or equivalent), Plain MINT TEA & DECAFFEINATED Tea assortment, lemon, honey, sugar, real half-and-half for (18) – MUST be replenished and checked on throughout the day and until LOAD OUT begins.
- ii) (18) bottles of assorted high-quality juice such as Odwalla or local area equivalent (orange, apple, grapefruit) and (1) six pack of club soda.
- iii) (48) small (0.5 liter) plastic bottles of non-carbonated room temperature bottled water – No Evian please and no glass or cups please.
- iv) (5) excellent-quality locally pre-made gourmet-style sandwiches on whole wheat bread, a mix of tuna or chicken salad, turkey, ham, pastrami, egg salad (no roast beef and no deli tray please) on a mix of rye and whole wheat bread – **please cut in half**.
- v) Soup for (5) to be kept hot until show. Vegetarian, gluten-free, non-dairy options preferred, such as Vegetable, Lentil, Split Pea, Black Bean, Miso, Gazpacho (in warm climates) – please advance with Tour Manager.
- vi) Bowl of mixed fresh fruit, KIND bars (or similar organic energy bars), prunes, dried apricots, raw almonds and one bunch full-sized raw carrots.

b) **DINNER**: Dinner for up to (18) at the venue (time and location determined by advancing with Tour Manager). Dinner should be a full, 3-course meal with high quality, free-range fish, chicken, beef, pork or lamb, organic vegetables (broccoli, spinach, kale, squash, cauliflower), brown rice/potatoes, salad. A dessert should be proposed. Two (2) gluten-free, vegetarian dinners should be made available upon request. **On Mondays, Wednesdays and Fridays**, entrees should be half fish, half beef or lamb. **On Tuesdays and Saturdays**, entrees should be half chicken and half vegetarian entrees (ratatouille, Chinese stir fried veggies with tofu, Indian food). **On Thursdays and Sundays** entrees can be half chicken and half pork or beef. Local specialty cuisines are always appreciated and can be substituted or incorporated into above menu suggestions. Please check with Tour Manager to plan specific menu, to verify number of dinners needed, and to confirm any dietary restrictions. *A \$35/per person dinner buyout is possible if there are plentiful dinner options near venue, and can be discussed with Tour Manager.

c) **ON STAGE PRIOR TO PERFORMANCE**:

- (24) plastic bottles of room temperature non-carbonated bottled water (no glass or cups please).
- (6) liter bottles of Gerolsteiner sparkling water.
- (16) stage towels, black preferred. No bar rags or poor quality bar towels please.

d) **AFTER PERFORMANCE in Dressing Room**:

- (24) small (0.5 liter) plastic bottles of non-carbonated bottled water – No Evian please.

- (12) bottles of micro brew or imported bottled beer.
- (2) quality bottles of Red Wine
- (2) quality bottles of liquor (advance specific liquor with Tour Manager)
- (2) liter bottles of soda water/club soda
- crushed ice for mixing drinks, 20 cups, napkins
- additional ice for tour bus
- (15) bath towels if showers are available at venue
- e) **AFTER SHOW FOOD:** After show food MUST be provided to ARTIST. Options can be explored with Tour Manager and can include: Thai salad rolls with dipping sauce, fresh sushi, pizza, or local excellent quality gourmet style sandwiches for eighteen (18). A bowl of fresh fruit (organic if possible) is a must. Plates, forks and napkins should be provided. *A \$200 cash buyout is also an option. Please advance with Tour Manager.

Please provide (1) dedicated catering assistant to attend to the hospitality from the time of LOAD IN until the end of the performance.

PLEASE NOTE that Pink Martini is an eco-conscious band and prefers local foods and real plateware and cutlery. We also request that any leftover food and drinks be delivered to a local food bank or shelter, if possible.

All hospitality items are to be charged to the performance budget at real cost. Bar prices or any other price structure that exceeds local retail value for these hospitality items WILL NOT be accepted at settlement.

NOTE: Our touring staff numbers vary slightly from tour to tour. Please contact Tour Manager to confirm exact amount of catering needed.

- 17) **DRESSING ROOM:** The PURCHASER will furnish comfortable, secure, and private locking dressing rooms with power points, mirrors, and provisions for hanging suits. Rooms shall be clean, dry, well-lit, heated or air conditioned, with ample seating. Rooms shall also be within easy access of clean washrooms. Rooms shall be shown to the ARTIST's representative upon arrival. Please advise Tour Manager if there are backstage toilet / shower facilities or other arrangements, such as a day room close by. The rooms should allow for easy access to the stage area. The PURCHASER shall be solely responsible for the security of items in the dressing rooms, and shall keep all unauthorized persons from entering said area. A key for the dressing rooms shall be entrusted to ARTIST for the duration of the night. Room needs for ARTIST are:
- a) (2) Large chorus rooms with seating for 12 people each, one for Men, one for Women, both with towels, soap, and garment racks for hanging show clothes.
 - b) (1) Star dressing room for bandleader with couch, 2 bath towels, water, coffee service (no decaf), fruit, snacks, and an upright piano if available.
 - c) (1) Star dressing room for singer with boiled water in electric tea kettle, plain organic green high-quality tea with caffeine (Tazo china green tips or equivalent, in sachets), plain mint tea, room temperature bottled water (prefer Smart Water or Fiji water), raw almonds, fruit and organic energy bars, fresh flowers, comfortable armchair or couch, warm (non-fluorescent) lighting, (1) full-length well-lit mirror, (1) unused bar or pump hand soap, (10) clean towels,

box of soft tissues, luggage rack or armless chair for suitcase, closet to hang garments, steamer, outlets at makeup table or extension cord, private bathroom and lockable door.

- d) (1) private production office with large desk, hi-speed internet connection and power. Must be lockable.

18) MARKETING/PROMOTION:

- a) Unless otherwise indicated on contract face, ARTIST is to receive 100% sole exclusive headline billing in all forms of display, advertising, and publicity, including, but not limited to, program, fliers, signs and marquees. For the avoidance of doubt, no other performer shall receive credit or billing in any advertising without the prior written consent of ARTIST.
- b) It shall be the PURCHASER's sole responsibility to properly promote and advertise this Engagement.
- c) ARTIST and PURCHASER shall mutually designate an announcement date and the on-sale date for the Engagement.
- d) ARTIST shall have the right to approve (in writing) the artwork used in connection with announcements, listings, advertisements and other materials in connection with the Engagement, it being understood and agreed that no such materials shall be released or distributed without such approval.
- e) All artwork is to use official ARTIST logo(s) and photo(s), and shall include ARTIST's websites and social media outlets where possible. Proofs should be sent to ARTIST's Agency for approval no less than 48 hour prior to any imposed print deadlines such that there is enough time to make any necessary changes.
- f) All radio and television advertising shall only use music designated or approved in writing by ARTIST. No music recorded by any person or group other than ARTIST shall be used in any advertising in connection with the Engagement.
- g) ARTIST must approve all marketing themes, such as an event or performance title, in advance. (Examples of themes/titles that WILL NOT be approved include: "Martini Madness", references to "lounge" or "cocktail" music, and/or the image of a martini glass).
- h) ARTIST will make best effort to be available for interview requests prior to the Engagement. Promotional Meet & Greet requests are subject to prior written approval by ARTIST, and may be disapproved if ARTIST is planning to do a signing for the audience after the show, or for any other reason at ARTIST's sole discretion.
- i) All advertising to be billed at net cost.

19) MERCHANDISING:

- a) ARTIST shall have the exclusive right to sell goods (including, but not limited to, compact discs, vinyl records, posters, and items of clothing) on the premises of the place of Engagement. The house commission rate(s) set forth on the face page of this Agreement shall be the only such commission that applies. The agreed payment shall include all house commissions and shall be the only payment made with respect to merchandising rights during this engagement. The PURCHASER agrees that no other party, including PURCHASER, will appropriate the ARTIST's name or likeness for any merchandising use whatsoever. PURCHASER shall provide adequate security to ensure that no "bootleg" merchandise shall be sold within venue grounds. This prohibition includes any and every type of poster intended for sale at the venue or elsewhere at any time. PURCHASER responsible to pay any and all applicable local and state sales taxes.

- b) PURCHASER agrees to provide a secure, clean, well-lit, highly-visible and high-trafficked area suitable for merchandise sales, as well as a table, lamp, and three chairs.

20) **PAYMENT/SETTLEMENT/BOX OFFICE:**

- a) If a deposit is noted on the contract face page, then a deposit of stated amount shall be made by PURCHASER in the form of a wire transfer, money order or certified check pursuant to the payment terms contained in the contract. It is understood and agreed that if deposits are not received on or before the due date, ARTIST shall have the right to cancel the Engagement and the full amount of the Guarantee shall nevertheless be due to ARTIST. The balance due after the Engagement shall be paid by PURCHASER to ARTIST's representative by cash, wire transfer, money order, or certified check not later than thirty minutes after the end of ARTIST's Engagement.
- b) If the full price agreed upon involves a percentage after a break point, that break point represents the maximum total of all accepted expenses pertaining to this engagement increased by an agreed percent to allow for PURCHASER profit. Any compensation, travel expenses, per diems, taxes or related overhead incurred in connection with a stage manager or production manager working for or on behalf of PURCHASER shall not be included in PURCHASER's show expenses in connection with this Engagement. All expenses related to any such person shall be borne solely by PURCHASER. All approved variable expenses will be calculated after any approved parking and/or facility fees and approved state taxes have been deducted. (Variables will be calculated on the net net). No taxes of any kind shall be deductible unless such taxes are actually paid by PURCHASER and PURCHASER does not receive or is not entitled to any form of tax deduction, credit or other offset of such taxes. All expenses are high-end budgets. These expenses should only go down. If any budgeted expenses should increase, written approval from ARTIST representation is required. All budgeted expenses will be actualized at time of settlement with original copies of invoices and be calculated as show costs. Details of all expenses must be made available along with copies of all supporting invoices and receipts to the ARTIST's representative. In house nut situations, there will be no "caps" or charge backs for any production elements that would penalize the ARTIST. For any deals with "Sell Out" bonuses, "Sell Out" is defined as 95% of sellable capacity. "Sellable Capacity" is defined as legal capacity less mutually agreed comps and production kills.
- c) ARTIST's representative shall have the right to enter the box-office and inspect the records of the PURCHASER and venue relating to the gross receipts of this engagement. There can be ABSOLUTELY NO PRE-PULLED TICKETS prior to on-sale date and time, with the exception of approved presale and auction sales. There may be surprise ticket audits moments before on sale to ensure no other holds or tickets have been pulled from the system prior to going on sale.
- d) PURCHASER shall not itself, nor shall it authorize or allow others (including the venue) to sell so-called "VIP" ticket packages or any other ticket packages in connection with the engagement without ARTIST's prior, written consent and approval. Should ARTIST consent and approve of any such ticket packaging in connection with the engagement, ARTIST shall have approval over the terms of such packaging and sales, and shall share in the revenue derived thereof, in an amount to be mutually agreed by all parties.
- e) All prices for the tickets and the scaling of the venue shall be approved in writing by ARTIST prior to the sale of any tickets. Any changes to ticket scaling, ticket prices (including type of

seating/standing) are subject to written approval. In the event of any increase in capacity ARTIST and PURCHASER are to negotiate a bonus in good faith.

- f) All ticket faces to list net ticket price with any additional fees listed separately.
- g) ARTIST shall receive a full settlement (including a full accounting of expenses, final ticket audit, receipts, ad tears, final attendance, final ticket prices, etc.) no later than thirty minutes after the performance ends. If there is a bonus structure based on ticket sales, please present a timely audit to Tour Manager 15 minutes prior to show time.

21) FACILITIES:

- a) PURCHASER agrees to furnish at its sole cost and expense in connection with the Engagement, all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, dressing rooms as required in paragraph 17, all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, special security personnel, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- b) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the contract, and as designated in this ARTIST Rider, unless otherwise agreed by ARTIST and PURCHASER in writing.
- c) PURCHASER will pay for all performing rights licenses and fees in connection with the Engagement including ASCAP and BMI, and agrees to pay all amusement taxes, if applicable.
- d) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and ARTIST hereunder.
- e) If any damage or loss is caused to the ARTIST's equipment because of a fault of the facilities, such as unconditioned power, improper power conversion, unstable table/riser, or any other similar reason not directly caused by the ARTIST or ARTIST's personnel, it is the sole responsibility of the PURCHASER to pay one hundred percent (100%) of the amount of damages incurred within five (5) business days after the submission of an invoice.

22) SIGNS/PLACARDS/SPONSORSHIP:

- a) There shall be no signs, placards, banners, logos or any other advertisement material advertising any product, service or company inside the venue or at the rear of or on or around the stage during the entire Engagement without the ARTIST's express prior written permission. Additionally, there shall be no national, state, municipal or other flag or banner in the stage or Engagement area prior to or during an Engagement without the ARTIST's express prior written permission. In any venue where such permanent signage is present, the venue agrees to turn off backlit signs but will not cover or remove signage, subject to venue management approval.
- b) The Engagement shall not be sponsored or in any manner tied to any commercial product, service, or entity without the ARTIST's express written permission. Any and all sponsorship requests must have a written proposal sent to the ARTIST and must be approved in writing by ARTIST.

23) FORCE MAJEURE:

- a) The ARTIST's obligations hereunder are subject to suspension or cancellation by ARTIST in the event of a Force Majeure Event. A "Force Majeure Event" is defined as one or more of the

following causes which renders performance impossible, impractical, or unsafe: death, serious illness of, or serious injury to ARTIST or a member of ARTIST's immediate family, or any of ARTIST's musicians; theft, loss, destruction, or breakdown of critical instruments or equipment owned or leased by ARTIST; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Engagement's venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within ARTIST's reasonable control; pandemic or regional epidemic; severe inclement weather (noting that the Engagement shall proceed regardless of inclement weather, however if conditions become so severe as to threaten safety of either party or the audience, the Force Majeure Event class shall apply); and/or any similar or dissimilar cause beyond ARTIST's or PURCHASER's reasonable control.

- b) If, as a result of a Force Majeure Event (as defined above), ARTIST is prevented from performing the Engagement or any portion thereof or any material obligation under the Agreement, then ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER. Notwithstanding the foregoing, (i) ARTIST shall be entitled to payment for services rendered up until the time of inability to perform by reason of such Force Majeure Event; and (ii) in the event of nonperformance due to such Force Majeure Event, if ARTIST was otherwise present and ready, willing and able to perform as scheduled, then ARTIST shall be entitled to payment of the full Guarantee hereunder.

24) ADDITIONAL WARRANTIES AND REPRESENTATIONS:

- a) PURCHASER hereby warrants that he/she is of sound mind and of legal age to enter into this binding contract. The person executing this Agreement on PURCHASER's behalf warrants his/her/their authority to do so.
- b) A representative of PURCHASER capable of making any decisions pertaining to this engagement must be present at the place of Engagement from the time the ARTIST and/or crew is scheduled to arrive and shall remain through the time of their load-out and all requirements of the contract and rider are fulfilled. This representative must have copies of this entire Agreement together with any and all information pertaining to this engagement in his/her possession.
- c) The PURCHASER warrants that all terms outlined in this contract and rider are strictly confidential between the PURCHASER and the ARTIST. Any disclosure by PURCHASER regarding ARTIST's Guarantee, additional provisions, technical requirements, or other confidential information contained herein will be considered a material breach of this Agreement.
- d) Any requirement hereunder to obtain ARTIST's approval shall be deemed to require the prior written approval of ARTIST or ARTIST's authorized representative, it being understood and agreed that such approval may be granted in any form of writing, including, without limitation, via email.
- e) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by ARTIST to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

- f) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.
- g) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.
- h) ARTIST may substitute or replace personnel at its sole discretion so as to maintain performance quality.

25) DEFAULT:

- a) In the event PURCHASER refuses or neglects to provide any of the items herein stated and/or fails to make any of the payments as provided herein, or otherwise commits any material breach of PURCHASER's obligations hereunder, then without limiting ARTIST's other rights or remedies, ARTIST shall have the right to refuse to render services or otherwise perform under this Agreement and shall have the right to retain any amounts theretofore paid to or on behalf of ARTIST. Furthermore, in such Engagement PURCHASER will remain liable to ARTIST for the full Guarantee specified for the Engagement.
- b) In addition, if on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, ARTIST's Agent shall have the right to demand immediate payment of all guaranteed compensation hereunder. If PURCHASER fails or refuses to immediately make such payment, said Agent shall have the right to cancel this engagement by notice to PURCHASER to that effect. In such an Engagement, ARTIST shall have the right to retain any amounts theretofore paid to or on behalf of ARTIST.
- c) Should PURCHASER cancel this engagement under any circumstance, other than a Force Majeure event, more than 45 days before the Engagement, the PURCHASER shall immediately remit to ARTIST's AGENT a wire transfer, certified check or money order in the amount of fifty percent (50%) of the full Guarantee specified for the Engagement. Should PURCHASER cancel this engagement under any circumstance, other than an Act of God, 0-45 days before the Engagement, the PURCHASER shall immediately remit to ARTIST's AGENT, a wire transfer, certified check or money order in the amount of one hundred percent (100%) of the full Guarantee specified for the Engagement. If PURCHASER cancels the engagement, PURCHASER will also incur full financial responsibility for all non-refundable flights, hotel accommodations, and vehicle rentals, related to the Engagement. ARTIST agrees to furnish PURCHASER with receipts for travel and hotel costs.
- d) Please note that none of the requirements of the ARTIST Rider can be invalidated by the failure of ARTIST's personnel to advance the engagement with any member of PURCHASER's production staff. Failure to provide key requirements of this rider may result in the cancellation of the Engagement. In case of such cancellation, PURCHASER shall remain liable to the ARTIST for the full Guarantee specified for the Engagement.

- 26) **LIMITATION OF LIABILITY:** In the event of an alleged material breach of this Agreement by ARTIST, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Engagement, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar damages.

- 27) **CHOICE OF LAW/FORUM**: This Agreement shall be construed in accordance with the laws of the State of Oregon and shall be deemed entered into in that State. Solely the courts located in the State of Oregon shall have jurisdiction and venue with regard to any claim arising out of or in connection with this Agreement.
- 28) **ROLE OF AGENT**: It is expressly understood by the PURCHASER and ARTIST that the ARTIST's AGENT, its employees and its managers, do not assume any liability for any action(s) taken by the ARTIST, the PURCHASER or anyone connected with the venue or its operator(s). It is further understood that the ARTIST's AGENT, its employees and its managers do not assume liability for any claim of any type of damages arising out of the Engagement that is the subject of this contract.
- 29) **AGREEMENT PREVAILS**: In case of any conflict of terms, the terms contained within the contract and ARTIST's Rider shall prevail over all others. All terms of the contract and ARTIST rider are specifically accepted by the PURCHASER unless they are waived by the ARTIST or their representative. Such waiver shall be effective only if initialed by the ARTIST or their representative.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

PURCHASER

ARTIST

print name

print name

date

date