Please read this rider carefully. It is an essential part of the attached contract for a performance by Avenue B, hereinafter referred to as the Artist. By signing it, you are agreeing to supply the Artist(s) with certain equipment and working conditions, which are essential to their performance. Any breach of the terms of this rider is a breach of the contract and may cause the Artist to cancel the performance, without releasing you from obligation to pay them.

1. Artist shall receive 100% billing on all advertising, posters, flyers, programs, tickets, etc. as: AVENUE B

2. Purchaser shall provide the following at his/her sole expense:

A. Two (2) clean and private dressing rooms. Dressing rooms shall be clean, comfortable, well lighted, heated or air conditioned, and shall be within easy access to private lavatories.

B. Hospitality:

- 1 Meal 2 hours prior on Show day.
- 1 case of bottle water (1/2 room temp 1/2 on ice), container/bag available to recycle used bottles to be place in dressing room or near stage.
- Hot tea (assortment) with sliced fresh lemons and natural honey.

C. 10 complimentary seats per show to Artist for their use. The Artist or their representative will contact box office no later than 4 hours before performance as to how many or if all complimentary seats will be used.

D. A safe and securely erected stage with sufficient space and dimensions for the Artist to perform comfortably and safely. Purchaser will provide a high stool on stage and a small table to hold water and or music sheets. Avenue B must be supplied with a minimum of at least one (1) stage crew to assist with load-ins, setting up and breakdowns.

E. BACKLINE REQUIREMENTS:

Three (3)...... DI box

One (1)......Bass Amp Fender with 1x12" or 1x15" bottom (or equivalent)

Two (2)......Manhasset Music stands

One (1)....... A Baby Grand or larger Grand piano with an ADJUSTABLE Piano <u>bench and light</u>

A Yamaha CP4 (or equivalent) with music stand may be used if a piano is not available with prior approval from Artist.

The piano should be in good condition and repair, with both the "sustain" and the "soft" pedals in good working order. Broken/missing strings are unacceptable. (Strings cannot be replaced the day of the performance, as a new string will not hold tuning and needs several adjustments before settling into place.) PIANO MUST BE TUNED TO 440 (U.S,Canada) or 444 (Europe) ON THE DAY OF THE PERFORMANCE. It is understood that the piano should have a tuning history since it takes several tunings to bring a piano to into appropriate pitch. Tuning must occur after the piano is positioned on stage at its final performance position and cannot be moved after tuning takes place. In order to keep the tuning of the piano "fresh" for the performance, the piano should not be tampered with, moved, or played by anyone other than those specifically authorized by Purchaser.

F. SOUND SYSTEM: Purchaser shall furnish a professional sound reinforcement system, monitors, and microphones, appropriate personnel/technicians to set up/strike equipment and a qualified sound engineer at the sole cost of the Purchaser. The system shall be chosen for its high quality and clean sounds, tending more toward a "hi-fi" system than a loud "rock & roll" system. All microphones and monitors to be provided as per stage plot or as listed.

Three (3).......SM58 vocal mics or equivalent with tripod boom stands Three (3)......12" or 15" monitors

- G. An adequate professional stage lighting system with a standard assortment of bright colored gels, and a lighting operator.
- 3. Purchaser shall provide all necessary ground transportation for the Artist and band. This includes, but is not limited to, transportation between the airport and hotel, and transportation between the hotel and Venue.
- 4. Air transport will be purchased by the Artist at the best possible price. Purchaser shall reimburse Artist upon presentation of invoice. Four hotel rooms are to be provided when needed. All hotel rooms are to be non-smoking. Hotel is to be no more than a 15-minute drive from the venue.

5. FORCE MAJEURE

Artist shall have the right to terminate Agreement if:

- A. There is an accident or delay in means of transportation or if in Artist's judgment, performance of engagement may directly or indirectly expose Artist or any employee of artists or operator or any portion of the audience to death or injury by outbreak of violence or civil strife of any kind.
- B. Performance of Artists obligations shall be rendered impossible or impractical by reason of strikes, civil unrest, order of public authority epidemic, dangerous weather conditions, national or local state of emergency, fire or other event or condition of any kind of character.
- 6. Purchaser shall not commit Artist to any personal appearances, interviews or any type of promotion or appearance without Artist's prior consent.
- 7. Artist reserves the sole and exclusive right to determine the content of the performance.
- 8. Purchaser shall not permit and will prevent:
 - a. Professional recording, filming, taping, videotaping, photographing of the Artist's performance, or any portion thereof, without the Artist's prior written consent.
 - b. The manufacture, distribution, and/or sale of any and all souvenir items associated with the Artist or Artist's performance, without Artist's approval.
- 9. Payment / Settlement:

Purchaser is to pay Artist's representative prior to performance, the guaranteed amount, or

the balance of the guaranteed amount if a deposit has already been paid. Payments are to be in the form of a Cashier's check, money order or cash, as specified on the face of the contract. Any balance due on a percentage computation is to be paid immediately after the closing of the box office. Unless otherwise approved, this final settlement will take place no later than sixty (60) minutes after the performance. At that time, a ticket printer's manifest and a detailed box office statement signed by the Purchaser is to be given to Artist's representative. This statement is subject to the approval of Artist or Artist's representative.

- a. Whenever Artist is being paid on a percentage basis, Artist's representative shall have the right to be present in the box office before and during the performance and intermissions. Such representative shall be permitted to examine and make extracts from the box office records relating to this performance.
- 10. Purchaser agrees not to, under any circumstances, deduct any monies whatsoever from the agreed upon payments to Artist under this agreement, including any state or federal taxes of any kind.
- 11. In the event of a conflict, Artist may cancel the engagement without liability, by giving the Purchaser at least thirty (30) days written notice to such effect in order to render their services in preparation for performance or other activity relating to a television series or special.
- 12. Purchaser shall indemnify and hold Artist(s), Management, 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. Purchaser further agrees to provide public liability and workers' compensation (if required by Purchaser) with respect to this engagement(s).
- 13. Artist shall have the right of approval of Supporting Act or Acts appearing with Artist during engagement hereunder, and the percent of Billing for said Act or Acts; said approval not to be unreasonably withheld.
- 14. Any proposed additional terms and conditions, which may be affixed to this contract and rider by the Purchaser do not become part of this contract until signed by the Artist. By sole act of signing, Purchaser readily accepts all provisions of the Artist's contract, regardless of any additions or deletions that the Purchaser may try to make.

AGREED AND ACCEPTED:

PURCHASER	ARTIST/ARTIST REP	

Booking contact: Cara Stone Cell: 208.447.6580 Email: info@avenueb-music.com