

**ALTAN**  
**CONTRACT RIDER**

Current as of 05.06.2009

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

A. ADVERTISING AND PROMOTION

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

**ALTAN (100%)**

A2. ARTIST is to receive 100% star billing on ALL publicity releases and paid advertisements, including without limitation: programs, flyers, signs, newspaper ads, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by ARTIST OR HIS REPRESENTATIVE.

A3. PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by ARTIST 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 ARTIST.

A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotion or appearance without prior written consent from ARTIST OR HIS REPRESENTATIVE.

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 ARTIST; nor shall the ARTIST'S appearance be sponsored by, or in any other way tie-in with, any political candidate, commercial product or business.

A6. ARTIST 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. ARTIST shall have sole and exclusive merchandising rights.

A8. 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 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.**

B. MISCELLANEOUS

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. ARTIST REQUIRES A MINIMUM ONE HOUR SOUND CHECK AFTER COMPLETION OF LOAD-IN AND SETUP. FESTIVAL PRODUCERS ARE REQUIRED TO COMPLY WITH THIS POLICY UNLESS OTHERWISE AGREED IN WRITING WITH THE ARTIST'S REPRESENTATIVE.

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 ARTIST'S written approval
- B. The manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or performance without the ARTIST'S written approval

B3. No discrimination for reasons of race, religion, sex, age or country of national origin shall be permitted or authorized by PURCHASER in connection with the sale of tickets, admission, seating, or accommodation at the engagement.

C. HOSPITALITY, ACCOMMODATIONS, AND TRAVEL: SEE ATTACHMENT A

D. TECHNICAL REQUIREMENTS: SEE ATTACHMENT B

E. PAYMENT AND LEGAL CONTRACTUAL CLAUSES

E1. 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.

E2. 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.

E3. 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, and that same is cancelable only upon six (6) day prior written notice to Producer.

(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 supplies and sound suppliers.

- E4. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and ARTIST 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.
- E5. 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.
- E6. 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 ARTIST.
- E7. 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.
- E8. If State, Local or Amusement tax is to be withheld for this engagement, Purchaser shall furnish ARTIST 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 ARTIST with an official State or City tax deduction receipt claiming the amount to be withheld on the night of the performance.
- E9. 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: 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.

- E10. Any material breach of this Agreement by PURCHASER may cause the ARTIST, at the ARTIST'S sole option, to terminate the Agreement. If such a breach occurs, PURCHASER shall be obligated to the ARTIST for the full guaranteed amount of this Agreement and shall forfeit all deposit moneys paid to the ARTIST or his agent as immediate and liquidated damages without prejudices to further legal action by the ARTIST.

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

AGREED AND ACCEPTED

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
ARTIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## ALTAN CONTACT NUMBERS:

*\*\* Subject to change*

Record Label: TBD

Manager: Martin Nolan – tour logistics, interviews PH 011 3531 668-4017  
FX 011 3531 668-6666  
EMAIL [info@mpibands.com](mailto:info@mpibands.com)  
WEB-SITE: [www.altan.ie](http://www.altan.ie)

Contractual issues your agent @ IMN PH 978-283-2883  
International Music Network FX 978-283-2330  
278 Main Street  
Gloucester, MA 01930 [www.imnworld.com](http://www.imnworld.com)  
EMAIL: your agent's first [name@imnworld.com](mailto:name@imnworld.com)

Sound Technician: Dave Nokken Cell: 615 481 2226  
[dnokken@yahoo.com](mailto:dnokken@yahoo.com)

Road Manager: TBD – Please contact Martin Nolan (manager)

WEB RIDER VERSION  
NOT FOR CONTRACTUAL USE

ALTAN  
Travel, Hotel, and Hospitality Requirements  
Attachment A  
Current as 05.06.09

G R O U N D   T R A N S P O R T A T I O N

PURCHASER agrees to provide ARTIST'S REPRESENTATIVE with detailed directions to the place of performance. PURCHASER shall, at his sole cost and expense, provide GROUND TRANSPORTATION for ARTIST and entourage of NINE (9) people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure. One (1) passenger van, and one (1) cargo Van for luggage and music equipment are required.

H O T E L   A C C O M M O D A T I O N S

If PURCHASER is providing HOTEL ACCOMMODATIONS, a minimum of nine (9) single rooms are required. The rooms shall be available until the day after the performance with the ARTIST to comply with checkout times and hotel rules. The PURCHASER shall not be responsible for any extra charges during the stay of the ARTIST. Please list the name, address and phone of the hotel being provided by the PURCHASER or two (2) recommendations of clean, modest hotels if PURCHASER is not providing hotel accommodations.

**Hotel recommendation #1**

Name:

Address:

Phone/Fax:

Rate per room:

Contact Name:

**Hotel recommendation # 2**

Name:

Address:

Phone/Fax:

Rate per room:

Contact Name:

## H O S P I T A L I T Y   A N D   D R E S S I N G   R O O M S

### **DRESSING ROOMS**

PURCHASER shall provide at least two, (2) comfortable and private DRESSING ROOMS, adequate for use by nine (9) people. These rooms shall be clean, dry, well-lit, heated or air-conditioned, shall contain the following:

- Electronic iron and board in each dressing room
- Nine (9) towels
- Two (2) sofas
- Two (2) full-length mirrors
- Tables

PURCHASER shall guarantee adequate SECURITY at all times to insure the safety of the ARTIST'S personal instruments, personal property, and tour vehicles (if applicable) from the beginning of load-in to completion of load-out.

### **HOSPITALITY:**

In dressing room, PURCHASER shall provide refreshments in quantities sufficient for nine (9) persons:

#### **AT LOAD-IN:**

- Fresh brewed hot coffee / tea with fresh milk, cream, lemon, honey, and sugar
- Refrigerator
- Plenty of Ice
- One (1) case of imported quality beer
- Two (2) bottles of red wine / Four (4) bottles of Sauvignon Blanc
- ½ case of iced soft drinks
- Assortment of fresh fruit juices
- Unlimited ice water
- Sandwiches (different flavors), cold meats, various cheeses, toss salad, bread and butter.

Please note we have one vegetarian in traveling party

- Snacks (peanuts, pistachios, crisps, crackers...)
- Fresh Fruit
- Twenty four (24) small bottles of non-gas water for the stage
- Appropriate cutlery, napkins, glass and dinnerware.

#### **HOT MEAL AT SOUNDCHECK (or at time to be arranged):**

Hot meal for nine, (9):

#### **3 Course meal to include:**

1. Appetizers, salad or soup
2. Main course: The band enjoys and appreciates a wide variety tastes. Please feel free to provide the local specialty (BBQ, seafood, etc) or quality ethnic dishes (Chinese, Italian, Japanese, Thai, etc). Please keep chicken dishes to a minimum, as they tend to get more chicken served than anything else on the road.
3. Dessert options
  - \* There is one (1) vegetarian in the group (*fish/seafood is OK*)

ALTAN  
Travel, Hotel, and Hospitality Requirements  
Attachment A  
Current as 05.06.09  
\*\*\*RIDER SUBJECT TO CHANGE

1. Sound-check, (typically two (2) hours before doors open) is mandatory, with 'closed room' conditions where possible. The sound system must be fully de-bugged and operational ½ hour BEFORE this time. Times to be arranged with artists or their representatives.
2. **PURCHASER** shall provide a minimum of two (2) stage- hands to help ARTIST'S crew for load-in, stage set-up and load-out. All System / House Techs must be available from load-in to load-out.

In cases where ARTIST is staying overnight in the town of the performance, **PURCHASER** will store ARTIST'S equipment overnight in a secured area and make it available to ARTIST the following day upon departure. If ARTIST is arriving and departing by air, **PURCHASER** will arrange for the equipment to be loaded and transported to and from the airport and the venue in a cargo van. When possible, this van will accompany the other vehicles transporting the ARTIST to the airport.

3. **STAGE:** The stage should be a minimum of 26' wide x 20' deep. The stage must be accessible in a manner other than through the audience.
4. **PURCHASER shall provide:**  
Two (2) bar stools on stage
5. **BACKLINE: N/A**
6. **SOUND REQUIREMENTS: SEE ATTACHED SOUND SPECIFICATION AND INPUT LIST**

## ALTAN

### Sound Specifications

- **F.O.H. Console:**

FOH Console Midas XL200, Heritage, XL3 or XL4 / Yamaha PM 4000 / 3500 / 3000 / Soundcraft 200B / 400B or better or similar. (**No Soundtracs / Peavey / Studiomaster please**) with 4-band equalization, including two (2) band parametric equalization, and a spare power-supply. Console must have not less than two (2) pre-fade auxiliary sends and two (2) post-fade auxiliary sends, high-pass filter, P48v phantom power, and be in excellent condition, with no noise / hum etc. The number of sub-groups is not important. Where possible, the console will be placed in line with the center of the stage, approx. 2/3rds back of the room.

- **Speaker System & Power:**

House Speaker system to be 3 or 4way, with **active crossovers only**, capable of producing 115dB at the F.O.H. mix positions, at full band width with NO audible distortion, and EVEN COVERAGE throughout the FULL audience areas, paying special attention to Lawns, Balconies, etc. The system shall be driven by analogue amplifiers capable of driving the speaker system to it's limit, and the system shall be free of noise / hum etc., to the artists engineers satisfaction.

- **Stage Monitor System:**

The monitor system will have **five (5) separate active mixes** (please see item 15 below) driving **six (6) wedges** with identical components for all mixes. Monitor console (**No Soundtracs / Peavey / Studiomaster please**) shall be of a type designed for monitors, with minimum 4-band eq, including two (2) bands parametric equalization, high-pass filter, P48v phantom power, PFL / Solo function with listen wedge, and a spare power-supply. A F.O.H. or recording console is not acceptable. All five (5) mixes shall have KT / BSS / Ashley 31 band eq only. (**NO Alesis / Yamaha / ART, etc.**) The monitor wedges shall be of a 15" / 2" or 12" / 1" type, with components by JBL / RCF or E/V only. Small PA speakers are not suitable. Console to be placed stage left where possible.

- **Monitors From F.O.H.**

Where this is agreed to, the front-of-house console must have a minimum of six (6) pre-fade for monitors and two (2) post-fade aux for effects. **Monitor EQ's MUST be at F.O.H.** All other requirements / specs shall remain the same.

- **F.O.H. Effects**

Two (2) full-band width studio-quality reverbs are required for F.O.H. eg: T.C. Electronic M5000 / 2000 / SPX 990 / 900 / 1000 / REV5 / PCM 70-80-90 etc. EQ not required on EQ returns, but must be on faders (**NO Alesis / Korg / ART / Lexicon LXP's / Sony**)

- **F.O.H. System EQ**

F.O.H. EQ to be 31 band, Klark Teknik / BSS / Ashley. **NO substitutions**

- **F.O.H. Inserts**

Comps to be dbx / Drawmer / BSS / Klark. **NO Aphex / Alesis / Valley / Yamaha / AudioLogic / ARX / Symmetrix, etc.**

- **F.O.H. Misc. Items**

A clean SM58, a full-size mains-powered CD player with 'repeat' function. (**NO diskmans please!**), working rack and console lights, and a record output (XLR or RCA) are required at F.O.H.

- **INPUT NOTES**

Altan require nine (9) dedicated inputs on the F.O.H. console, and eight (8) on the monitor console (please see item 15 below) **NO shared lines / inputs / channels**. Stereo line FX returns may be used at F.O.H. to make extra MICS I/Ps available for any opening act(s) if necessary.

- **SYSTEM SET-UP**

ALL F.O.H. EQ, Compression, Time alignment, and any / all other controls are to be accessible to the artist F.O.H. engineer at all times without questions. **Artist's engineer will EQ the system.**

- **MICS ETC.**

**Artist's sound engineer will provide microphones and DI boxes for Altan only.** This doesn't include, cables, stands, parts for your truck or anything else! The sound company must provide Altan with tripod-base MIC stands only, in excellent condition, with no missing or damaged parts, and flexible clips for the vocal MICS. Round-base stands will not be suitable. Sound company will provide equipment for any / all other acts.

- **Monitor Engineer**

Artist does not supply a monitor engineer. Buyer will provide, at his sol expense, **a monitor engineer experienced in acoustic music**, to work under the supervision of the artist's F.O.H. engineer. No 'Hells Angels' type with attitude need apply.

- **System Specs**

A full and detailed equipment list must be sent by **Email only** to Tour Engineer, not less than two (2) weeks prior to the show for his approval. Any changes in spec to be approved by him not less than one (1) week in advance. Naturally, we expect to see the system we agree on to turn up on the day of show.

- **PLEASE NOTE**

Altan usually travels as a five-piece. However, we may have **extra guests** for some shows. Please allow **three (3) extra channels** in your input plans, and equally important, please have **one (1) extra monitor mix** available, making a total of six (6). Also, we may use one (1) Ear Monitor system.

## ALTAN SOUND SPECIFICATION

Altan regard sound quality, including monitors as an essential part of providing a first class show. Please help us to achieve this by ensuring that the following sound specifications are fulfilled.

Channels	INPUT	PWR / STAND	MON MIXES
1	Acoustic Guitar DI	P48v	1/2/4/5
2	Accordion MIC (SCX-1)	P48v / short boom	1/2/4/5
3	Fiddle 1 - DI	-	1/2/3/5
4	Fiddle 2 - DI	-	1/2/4/5
5	Bazouki DI	P48v	1/2/4/5
6	Bazouki MIC (F.O.H. only) (SCX-1)	P48v / short boom	none
7	Guitar VOX (OM5)	tall boom	1
8	Fiddle 1 - VOX (VX-10)	P48v / tall boom	1/2/3/4/5
9	Fiddle 2 - VOX (OM-6)	tall boom	2/4
10	Guest Instrument MIC (D-1)	short boom	as reqd
11	Guest Instrument MIC (SCX-1)	P48v / tall boom	as reqd
12	Guest vocal MIC (OM-5)	tall boom	as reqd

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AGREED AND ACCEPTED

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
ARTIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## INFORMATION LIST ALTAN

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 Sound-check (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!**