

DEPEDRO
CONTRACT RIDER
Current as of 12/15/2009

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

- NOT FOR CONTRACTUAL USE**
- A1. Billing on all advertising and publicity must read as follows:
DEPEDRO (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, online, 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. Please refer to www.imnworld.com/depedro for publicity materials. 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. Posters, flyers, CD, and Interview requests should be directed to ARTIST publicist.
- 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 without prior written consent from ARTIST OR HIS REPRESENTATIVE.
- 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.
- A10. ARTIST reserves the right to approve other artist(s) appearing in conjunction with this engagement and the right to determine the length of their performance(s). PURCHASER agrees that any welcoming speeches, introductions, advisories or ceremonies must be agreed to in writing, in advance.

B. MISCELLANEOUS

- B1. PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. The performance location and all facilities shall be available to ARTIST for 2 hours prior to the performance and for 1 hour following the performance.
- 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. TRAVEL, HOTEL, HOSPITALITY AND TECHNICAL REQUIREMENTS- SEE ATTACHMENT A

NOT FOR CONTRACTUAL USE

- D1. 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.
- D2. **IN THE EVENT ARTIST IS PAID ON A PERCENTAGE OR BONUS BASIS**, 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.
- D3. 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 suppliers, backline suppliers and sound suppliers.
- D4. 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.
- D5. 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.
- D6. 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.

- D7. 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.
- D8. In the event the performance occurs outside of the United States, PURCHASER agrees to procure, at his sole expense, the necessary visas, work permits and other documents necessary, or usually obtained, to enable ARTIST to render its services hereunder. PURCHASER shall also be responsible for, and indemnify and hold ARTIST harmless from and against all local, municipal or any government taxes, fees or levies
- D9. 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 collection receipt claiming the amount to be withheld on the night of the performance.
- D10. ARTIST'S obligation to perform hereunder shall be excused if the ARTIST, any of his group or essential crew, is unable to perform as a result of illness, 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.

NOT FOR CONTRACTUAL USE

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.

- D11. 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 ARTIST attachments and addendums are considered a part of this contract rider and are binding.

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

www.depedro.net

www.imnworld.com/depedro

DEPEDRO
Attachment A
Travel, Hotel, and Hospitality Requirements
Current as of 12/15/2009

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

For fly in/fly out dates, PURCHASER shall provide the seats and expenses, provide GROUND TRANSPORTATION for ARTIST. PURCHASER shall provide (6) proper luggage and equipment, etc. ARTIST shall provide the necessary travel documents and check in at the airport upon departure. ARTIST will need 15 feet of space for luggage and equipment.

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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 SIX (6) king single rooms are required. HOTEL must have wireless internet access. For fly in/fly out dates, two (2) nights of hotel accommodations are required. The rooms shall be available (for early check in if necessary) 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, 3-4 star 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 ONE (1) comfortable and private DRESSING ROOMS. This room shall be **clean, dry, well-lit, heated or air-conditioned**, and shall contain the following:

- Steamer and/or Electric iron and board in each dressing room
- Coat rack with hangers in each room
- Sufficient amount of sofas or chairs in each room
- Full-length mirror in each room
- Wireless internet
- Tables

TOILET FACILITIES

PURCHASER shall provide a private toilet (not available to the public) BACKSTAGE. Wash area with hot and cold running water, clean towels and soap.

SECURITY

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. All dressing rooms shall be lockable and key is to be given to the tour manager and will be returned after the performance.

USE OF FACILITIES

ARTIST must have the full facilities available for its exclusive use and direction during the entire period of the engagement. Individuals who are backstage without the authorization of ARTIST may be asked to leave.

CATERING

Catering should be available two hours prior to show time and remain available until 30 minutes following the end of the performance. A representative from the house must remain with the artists till dinner is complete. Any changes must be discussed in advance with the Tour Manager or Artist Manager.

Note: Artist prefers organic selections (as much as possible). No fried foods.

Purchaser shall provide Artist (at Purchaser's sole cost and expense) the following items on the day of each performance of the engagement scheduled, and for the exclusive use of Artist and Artist's representatives:

- Constant supply of hot coffee, herbal teas, and cream and sugar throughout sound check and performance. (No instant coffee, please.)
- One (1) chilled case of quality lager type beer (not Heineken); local brews are okay
- One (1) chilled case of still mineral water (A few bottles at room temperature)
- Assorted chilled sodas (lemon, orange, coca-cola, etc.)
- One (1) chilled carton of freshly squeezed orange juice
- One (1) bottle of quality red wine
- One (1) bottle of whisky (Maker's Mark or Jameson)
- One (1) bottle of quality dark rum (Matusalem, Havana, Santa Teresa)
- One (1) tray of sandwiches (Please be original: smoked salmon, avocado, tuna, cream cheese, hummus, etc.) including fresh cold meats such as ham, turkey, pastrami,...
- One (1) cheese tray (must be fresh) with bread and crackers.
- One (1) bowl of fresh organic fruits (bananas, mango, strawberries, grapes, peaches and at least one lemon) with one (1) small bowl of dry fruits and nuts (cashews, almonds, walnuts)
- Variety of snacks such as assorted chocolates and kettle chips, pretzels, tortilla chips
- Six (6) hot meals after sound check. If venue is not equipped to serve meals, Artist will accept an \$120.00 meal buyout (6 x \$20.00 = \$120.00).
- Napkins and non-paper flatware and silverware.

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Technical Requirements

Current as of 12/15/2009

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1. PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. The place of performance must be made available to the ARTIST two hours before theater is opened to the public and one hour before the show. Festival producers are required to comply with this policy unless otherwise agreed in writing with the artist representative.
 2. PURCHASER shall provide a minimum of two (2) stagehands to help ARTIST'S crew for load-in, stage set-up, operation of the lighting and sound equipment, and load-out. These persons shall include a lighting board operator and sound console operator for the performance.
 3. In cases where ARTIST is staying overnight in the town of 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 airport.

STAGE:

The stage must be of ample size with the minimum dimensions of the performing space being 20' wide and 10' deep from proscenium to the rear wall. ARTIST prefers a plain black backdrop, and to be as close to the audience as possible, generally 8 – 12 feet from the front of the stage. The stage is to be free and clear of all sets, props, or any other stage equipment or building materials that might interfere with ARTIST'S use of the facility. The stage temperature should not be less than 70 degrees Fahrenheit or more than 80 degrees Fahrenheit. Please provide at least five (5) hand towels on stage.

BACKLINE:

PURCHASER to provide and pay for:

- **Drum Set**
 - o **Drums (Preferred Kit: Ludwig vintage kit)**
 - One (1) rack tom (mounted on drum, not on a stand) 12"
 - One (1) Floor tom (with legs, not attached to a rack or stand) 14" or 16"
 - One (1) Snare Drum (wood preferred) 14"
 - Bass Drum 20" or 22"
 - o **Hardware (Yamaha or DW is the preferred brand)**
 - Three (3) boom cymbal stands
 - One (1) single rack tom mount
 - One (1) hi-hat stand
 - Two (2) snare stands
 - One (1) bass drum pedal
 - One (1) Drum throne (hydraulic preferred)
 - o **Cymbals (usually brought by Artist)**
 - o **Drum Heads (Ambassador coated heads ONLY)**
- **Guitar**
 - o Guitar
 - Amp: Three (3) Fender Deluxe Reverb or Fender Twin Reverb, Tubes only, NO SOLID STATE. *Drummer plays lap steel (behind kit on plot)
 - Assorted ¼" (back up) cables

- **Piano/Keyboard**
 - o Keyboard
 - One (1) USB (Full size) MIDI Controller
 - Adjustable Piano Bench
- **Bass**
 - o Amp/Cabinet
 - One (1) Quality AMPEG SVT Head (with cables)
 - One (1) AMPEG or SWR 4 x 10 Cabinet
 - One (1) DI Box
 - Assorted ¼" (back up) cables

BACKLINE EQUIPMENT SHOULD BE SET UP IN MINIMUM STAGE AREA MINIMUM OF TWO (2) HOURS BEFORE ARTIST'S SOUND CHECK

LIGHTING

1. Lighting systems vary from venue to venue, so options will be discussed when the performance is advanced. Regardless of lamp size and array, ARTIST requires professional lighting console with one (1) lighting technician with full knowledge of the local system.
2. PURCHASER will make arrangements for all lights not specifically required by local safety ordinances to be turned off or dimmed during performance.

Note: Please refrain from finalizing the focus of specials until positioning has been approved by ARTIST or tour manager.

SOUND:

HOUSE

1. Minimum 32-input, 4 submaster console with channel inserts: 4 bandsweep EQ, phantom power, 8 aux sends. Preference: Cadac Midas XL3 or Similar
2. P.A. Speaker system must be STEREO with 1/3 octave EQ and crossovers at the mix position. Speakers of the highest professional quality, in good working order, correctly phase aligned, capable of generating a continuous average SPL of 110db "A" weighted at the FOH mix position . - Preference: Klark T, EAW, Meyer, V-dosc, etc
3. Two (2) Digital Reverbs – Preference: Lexicon PCM 70, TC- M1, Yamaha SPX990 and One (1) Tap-tempo Digital Delay (D-One or similar)
4. Six (6) Compressors – Preference: Dbx 166, 160x, or 903.
5. Four (4) Gates – Pref. Drawmer
6. One (1) CD Player

MONITORS

32 input monitor mix desk off-stage left.

(in smaller venues, monitors can be run from house desk provided there are enough pre-fader sends on the house console, PLEASE ADVANCE.) Please provide Y-cables to split channels if monitors from FOH.

Six (6) mixes. (SEE STAGE PLOT)

Six (6) 1/3 octave EQ's.

Eight (8) wedges – including one spare/cue wedge – Preference:

Six (6) Biamped – 12" speaker and 2" compression driver.

Two (2) Biamped – 15" speaker and 2"CD, *(or 2 wedges plus sub for drums, or 2 wedges + Butt kicker attachment on drum throne)*

MIC STANDS
(SEE STAGE PLOT)

MICROPHONES
(SEE STAGE PLOT AND INPUT LIST)

For further information concerning advance and production, please
contact Artist Manager:

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Tom Kunkin
tom@imnworld.com
978.283.2883

TOUR MANAGER (TBD) WILL ADVANCE ALL OF THE ABOVE

AGREED AND ACCEPTED

PURCHASER

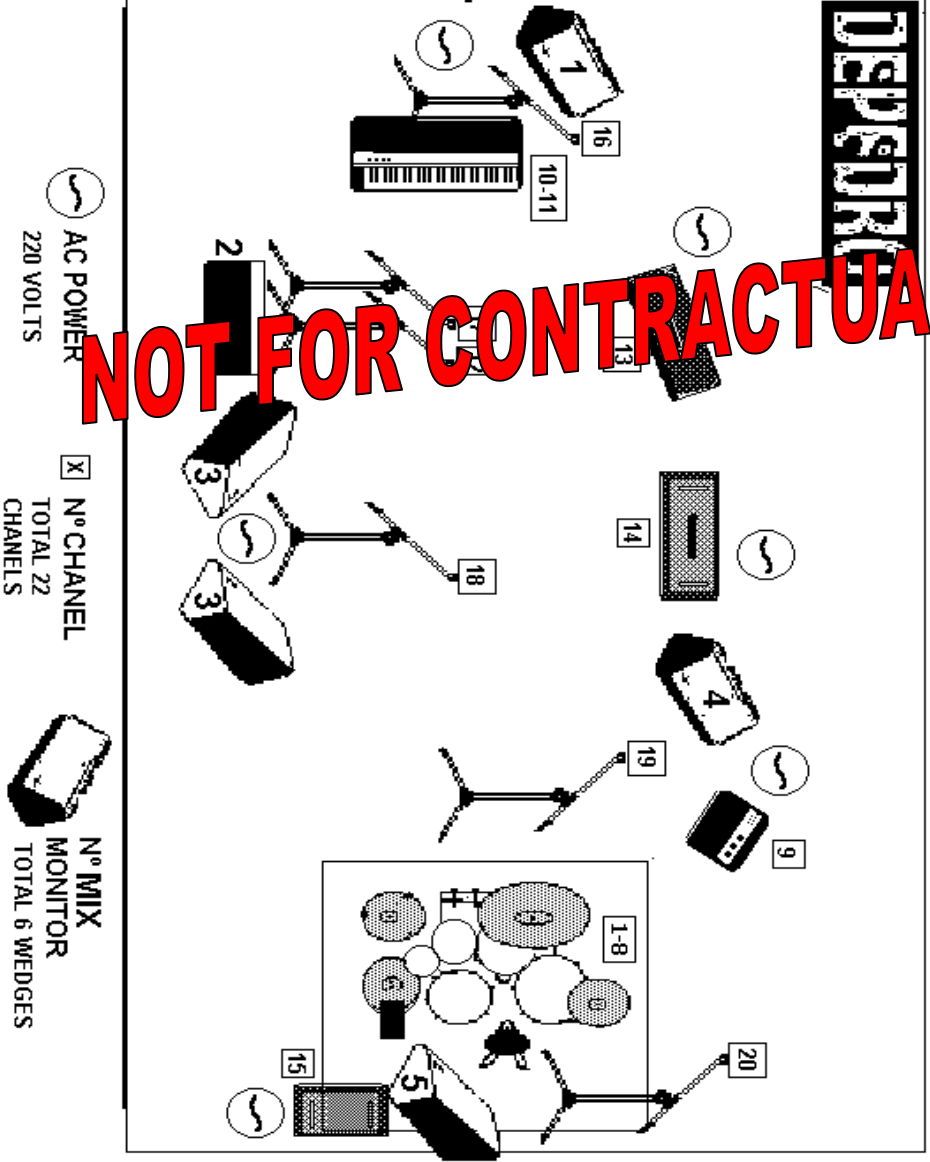
ARTIST

DATE

DATE

DEPEDRO

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AC POWER
220 VOLTS

N° CHANNEL
TOTAL 22
CHANNELS

N° MIX
MONITOR
TOTAL 6 WEDGES

PLOT & CH LIST 2009

CH	INSTRUMENT	MIC	INSERT
1	KICK	D112	COMP
2	SN TOP	SM 57	
3	SN BOTI	SM 57	
4	HAT	OK1	
5	TOM 1	SM57	
6	TOM 2	SM57	
7	OH L	C114	
8	OH R	C114	
9	DOUBLEBASS	D.I.	COMP
10	PIANO L	D.I.	
11	PIANO R	D.I.	
12	TRUMPET	SM 58	COMP
13	GT AMP 1	SM57	
14	GT AMP 2	SM57	
15	GT AMP 3	SM57	
16	VOX KEY	SM 58	
17	VOX TRUMPET	SM 58	
18	VOX CENTER	SM 58	COMP
19	VOX BASS	SM 58	
20	VOX DRUMS	SM 58	
21	SPARE D.I.	D.I.	
22	SPARE VOX	SM 58	

**INFORMATION LIST
DEPEDRO**

The following information list is to be completed ASAP and returned with the contracts:

1) DATE OF PERFORMANCE _____ CITY _____
a. Name of venue _____
b. Address _____
c. Production Phone # _____
d. Production Fax # _____

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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) Name and Contact info for Transportation Comp _____

8) STAGE DIMENSIONS: Depth _____ Width _____
 Height: Stage to Ceiling _____
 Height: Stage _____

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

10) Other bands playing before and after ARTIST _____
 Their Show and S/C times _____

11) Please provide detailed information regarding loading dock / backstage door for arrival of ARTIST on back of information sheet.

**A map of the area is also MOST HELPFUL.
THANK YOU IN ADVANCE FOR
HELPING TO MAKE THE SHOW A GREAT SUCCESS!**