



CONTRACT RIDER

ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for **Culture Shock Music, Inc** (who's company, contractors, agents, employees, licensees and designees are hereafter referred to as "PRODUCER") furnishing the services of **Etienne Charles** (hereinafter referred to as "ARTIST"). By signing it, you are agreeing to supply ARTIST with production and proper working conditions essential to performance. Any breach of the terms and conditions of this rider is a breach of the contract and may cause ARTIST to refuse to perform without releasing PURCHASER from his obligation to pay PRODUCER. If ARTIST elects to perform notwithstanding a breach of this agreement by PURCHASER, the performance by ARTIST shall not constitute a waiver of any claim PRODUCER may waive for damages or otherwise.

A. ADVERTISING AND PROMOTION

A1. ARTIST is to receive 100% star billing on all publicity releases and paid advertisement including - without limitations - programs, electronic media, flyers, signage, newspaper advertisements, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by PRODUCER. Billing on all advertising and publicity materials must appear as follows:

Etienne Charles (100% Headline Billing)
Creole Soul (75%)

A2. **PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by PRODUCER. Publicity photos, bios and other assets can be downloaded from www.imnworld.com/etienncharles PURCHASER shall supply all publicity and marketing materials to PRODUCER for review and approval prior to PURCHASER's print deadlines and/or online launches.**

A3. In the condition that PURCHASER is distributing program notes at the performance described herein, only those provided directly by PRODUCER shall be used. The exact copy of these notes may be translated from English to the local language, but only with written authorization by PRODUCER before the final version is printed. All program notes must be approved by PRODUCER prior to publication of the materials – without exception.

A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotional event or appearance without prior written consent from PRODUCER.

B. PRODUCTION, INSURANCE AND PAYMENTS

B1. PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. ARTIST shall complete said setup one hour prior to time of performance or at a mutually agreeable time. ARTIST requires a minimum ninety (90) minute sound check after completion of load in and set up. When a tour manager and/or sound engineer travels with ARTIST, set up must be arranged one hour before sound check with ARTIST. Festival producers are required to comply with this policy unless otherwise agreed in writing with PRODUCER.

B2. PURCHASER agrees that there shall be no signs, placards or other advertising materials on or near the stage during the entire performance. ARTIST'S appearance shall not be sponsored by, or in any other way tie-in with, any political candidate, commercial product or business.

B3. There shall be no opening act without PRODUCER's prior written approval.

- B4. Audio or visual recordings of rehearsal, sound check or performance shall only be permitted with PRODUCER's prior written consent.

PURCHASER shall not permit and will prevent:

(a). The recording, filming, taping, videotaping or any broadcast of the ARTIST'S performance or any portion thereof without the PRODUCER's written approval. PURCHASER will deny entrance to any person(s) carrying tape or video recording equipment. PURCHASER shall announce such policy prior to performance while making the introductions, as well as to announce that no smoking or cameras are permitted during performance, and such announcement shall stipulate that this policy is that of the venue. PRODUCER must approve any other remarks and all introductions made from the stage.

(b). The manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or performance without PRODUCER's prior written approval. No product, service, or publication utilizing the name or likeness of ARTIST may be produced, sold, or distributed without the prior written consent of PRODUCER.

- B5. In the condition that ARTIST brings merchandise for sale PURCHASER shall provide qualified sales personnel with a cash bank and receive no greater than 20% commission on the net selling proceeds.

- B6. A representative of the ARTIST shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall be given full access to all box office sales and shall otherwise be permitted to reasonably satisfy himself as to the gross gate receipts, (and expenditures if required) at each performance there under.

- B7. PURCHASER will make available **ten (10) pairs - or twenty (20) total** complimentary tickets per show to ARTIST for their sole use. At least ten (10) of these seats must be in the highest category, with seats in a central position. ARTIST will contact the box office no later than one hour prior to the concert in the cm of unused tickets. If this is a compensation bonus or percentage based income then PURCHASER agrees to distribute no more than **thirty (30)** additional complimentary tickets to each show.

- B8. PURCHASER shall indemnify and hold ARTIST, its contractors, agents, employees, licensees and designees harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred, suffered by or threatened against PURCHASER in connection with any claim for personal injury or property damage, brought by or on behalf of any party in connection with the engagement.

- B9. (a) PURCHASER hereby warrants and represents that it has and will maintain in force a comprehensive general liability insurance policy with _____ licensed to do business in the State / Country of _____. Policy No. ___ provides coverage of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate containing all broad form CGL extensions and Non- Owned / Hired Automobile Liability and \$5,000,000 Umbrella Liability insurance.

(b) PURCHASER further warrants and represents that said insurance policy shall name ARTIST, its contractors, agents, employees, licensees and designees as additional insured parties for the full period of the engagement, including any rehearsal period and post production periods.

(c) All premiums for such insurance shall be paid on a timely basis by PURCHASER, who also hereby indemnifies and agrees to defend and hold harmless ARTIST and its contractors, agents, employees, licensees and designees from and against any claims, costs, (including attorney's fees and court costs) expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect result of the engagement. PURCHASER shall also hold harmless ARTIST and its contractors, agents, employees, licensees and designees from and against any and all loss, damage and/or destruction occurring to its and/or its contractors, agents, employees, licensees and designees instruments and equipment at the place of the engagement, including but not limited to, damages, loss or destruction caused by Act of God. The insurance liability of the ARTIST shall be limited only to claims from its employees and does not apply to the PURCHASER'S employees.

- (d) The PURCHASER further warrants and represents that it maintains at all times, during the term of this agreement, Workers Compensation Insurance, including Employers Liability Coverage for its employees and others who are involved in the installation, operation and/or maintenance of the equipment provided by PRODUCER, lighting suppliers and sound suppliers. The said certificates must be presented to the PRODUCER upon request.
- B10. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and PRODUCER shall not be liable, in whole or in part for any obligation that may be incurred by PURCHASER in carrying out any of the provisions hereof, or otherwise. Further, PURCHASER warrants and represents that he/she has the legal capacity to enter into this contract.
- B11. This agreement may not be changed, modified or altered except by an instrument in writing by both parties. This agreement shall be construed in accordance with the laws of The Commonwealth of Massachusetts. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in The Commonwealth of Massachusetts.
- B12. Any proposed additional terms and conditions, which may be affixed to this contract by PURCHASER does not become part of this contract until signed by PRODUCER.
- B13. PURCHASER at his/her sole expense shall obtain licenses, permits, or other approval required from any union, public authority, performing rights society or other entity having jurisdiction with respect to the engagement, and shall comply with and fulfill all terms and conditions set forth therein. PURCHASER also agrees to secure any and all immigration clearances if concert is held outside of the United States and bear any costs incurred, including but not limited to application fees, consular fees, duplication, couriers and expediting agents.
- B14. If State, Local or Federal Tax is to be withheld for this engagement, PURCHASER shall furnish PRODUCER with a copy of the tax law dictating this policy. This copy must be returned with the signed contracts for this engagement. PURCHASER must also furnish PRODUCER with an official documentation requiring tax deduction receipt claiming the amount to be withheld on the night of the performance. Any tax paid must be documented by official receipt and forwarded to PRODUCER no later than 30 days from receipt.
- B15. ARTIST'S obligation to perform shall be excused if ARTIST, or any of his group or essential crew, is unable to perform as a result of illness or injury; detention resulting from inability to obtain reasonable modes of transportation; riots or other civil strife; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; or any other cause beyond ARTIST'S reasonable control. In such event, ARTIST will not be required to perform and shall return to PURCHASER any deposits paid, less costs incurred by ARTIST and neither party shall be under any other obligation to each other. Notwithstanding anything contained herein, inclement weather shall not be deemed a Force Majeure occurrence, except by act of civil authority, and PURCHASER shall remain liable for payment of the full contracted guarantee, even if the performance(s) called for herein are prevented by such weather conditions. PRODUCER shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.
- B16. PURCHASER agrees that PRODUCER may cancel the engagement hereunder by giving PURCHASER written notice thereof at least forty-five (45) days prior to the commencement of engagement if ARTIST shall be called upon to render services in connection with motion pictures or television if engagement hereunder conflicts therewith.

C. TRAVEL AND HOSPITALITY REQUIREMENTS

C1. PURCHASER shall provide travel, hotel, dressing room, catering and all other required hospitality at PURCHASER's sole expense and at no cost to the ARTIST. Travel and hospitality requirements contained in attachment(s) hereto become a part thereof.

D. TECHNICAL AND SOUND REQUIREMENTS

D1. PURCHASER shall provide backline, sound, lights, and all other required equipment at PURCHASER's sole expense and at no cost to the ARTIST. Technical and sound requirements contained in attachment(s) hereto become a part thereof.

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

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

**ETIENNE CHARLES
CULTURE SHOCK MUSIC INC.
RIDER**

**SECTION ONE
GENERAL PROVISIONS**

1. COVERAGE AND EFFECT

This rider shall be deemed incorporated in and a part of the agreement dated _____ between CULTURE SHOCK MUSIC INC on behalf of Etienne Charles (known as THE ARTIST herein) and _____ (known as THE PURCHASER herein). No changes in this agreement shall be effective without written acknowledgment by THE ARTIST. If THE PURCHASER advertises or permits THE ARTIST to perform the engagement to which this agreement relates, THE PURCHASER shall be deemed consented to the terms hereof without alteration as may otherwise be agreed to in writing.

In the event of any breach by THE PURCHASER of any of the provisions set forth herein, THE ARTIST may cancel the performance without any further liability to THE PURCHASER. In addition to any other available remedies hereunder, THE ARTIST may retain any deposit(s) received and THE PURCHASER shall be required to pay the full contracted price agreed to. In the event of any conflict, the terms of this contract shall prevail.

2. BILLING:

ETIENNE CHARLES
CREOLE SOUL

3. ANCILLARY RIGHTS

No portion of THE ARTIST'S performance may be recorded on film or videotape. THE PURCHASER agrees to enforce this to the very fullest of their ability. THE ARTIST expressly reserves all such rights for himself and his licensee(s) and assignees. This prohibition includes PROMOTER recording for archival purposes. No audio taping directly from the soundboard will be authorized at any time – with the exception of THE ARTIST'S sound tech.

4. WORK PERMITS AND VISAS

PURCHASER shall provide and pay for all work visas or other permits as required by law or governmental agencies in order for ARTIST to perform the engagement. ARTIST shall provide, in a timely manner, all information requested by PURCHASER for the application process. PURCHASER must inform and request all subsequent application materials from ARTIST sixty (60) days from contracted engagement date. Conditioned on ARTIST'S prompt attention to PURCHASER'S request for information, if PURCHASER fails to secure visas or permits thirty

(30) days prior to the ARTIST'S scheduled departure for the country/city of the engagements, ARTIST shall not be required to attempt such travel, and PURCHASER shall remain liable to ARTIST for the full fee herein provided (and provided in any other agreements with ARTIST) and any amounts otherwise payable as a matter of law.

5. TRANSPORTATION

- i. Purchaser agrees to provide, at his sole cost and expense, all ground transportation for Artist and their group of Six (6) people, their luggage and equipment to and from:
 - a. Airport(s)
 - b. Hotel(s)
 - c. Promotional events (such as radio, TV, etc.)
 - d. Rehearsal(s) and Soundcheck(s)
 - e. Performance venue(s)
- ii. Purchaser shall provide One (1) Limousine or Town Cars (first-class passenger cars) and One (1) Large Cargo Van for instruments, Ten (10) large pieces of luggage, and other equipment.

Please note that if Purchaser fails to show up on time with proper vehicles and Artist is forced to find other suitable mode of transportation, Purchaser shall pay, at his sole cost and expense, ALL transportation costs incurred by the Artist.

6. HOTEL ACCOMMODATIONS

All hotel accommodations will be in a minimum four-star hotel near the place of the performance. Purchaser shall provide One (1) Suite and Six (6) Single rooms for the entire length of the engagement including rehearsal days, if any. Two Nights Hotel guaranteed.

The suites and rooms should be non-smoking, on a non-smoking floor, quiet and away from elevator(s) and ice machine(s). The suite and rooms shall be available for check-in upon arrival and shall be available until the day after the performance, with the Artist complying with hotel's check-out times.

Hotel must include a fax machine, in-room high-speed internet access, restaurant(s) and 24-hour room service.

7. HOSPITALITY

THE PURCHASER agrees to provide (6) six hot meals after sound-check or following the concert – whichever time is more appropriate to standard mealtimes. THE PURCHASER agrees to provide QUALITY food that may include chicken, fish and or pasta, salad and vegetables. Please provide several options to choose from.

THE PURCHASER will provide meal at the venue or reserve two tables at a nearby quality restaurant. If PURCHASER deems a "buy-out" necessary, ARTIST will receive in cash at sound check the local currency equivalent of \$240.00 (USD) for the group in total.

The following will be made available to THE ARTIST at the designated sound check time and thereafter until the performance concludes: FRESH COFFEE and HERB TEA, FRESH MILK, ORANGE JUICE, FRUIT AND CHEESE PLATTER, FRESHLY CUT VEGETABLES & DIP, COLD CUTS, WHOLE GRAIN BREADS AND CRACKERS, CONDIMENTS, TWELVE (12) 2- LITER BOTTLES OF WATER (combination of sparkling and still), SOFT DRINKS, 12 BOTTLES QUALITY BEER AND TWO BOTTLES OF EXCELLENT FRENCH OR ITALIAN RED WINE.

BAND REQUESTS (AND APPRECIATES) THAT ALL FOOD AND BEVERAGE ITEMS SERVED BE NATURAL, FRESH AND AS FREE FROM PROCESSING AS POSSIBLE.

SECTION TWO
TECHNICAL REQUIREMENTS

NO SMOKING IN VENUE OR BACKSTAGE THROUGHOUT SOUNDCHECK & PERFORMANCE!!!

We require 2 hours of setup time before sound-check and 90 minutes for sound-check.

There should be a minimum of 90 minutes allowed for dinner between sound-check and show-time. Artist prefers to eat before the show.

1. DRESSING ROOMS

THE ARTIST'S DRESSING ROOMS AND BACKSTAGE AREAS SHALL BE DESIGNATED NO SMOKING AREAS FOR ALL VENUE PERSONNEL AND VISITORS.

THE PURCHASER shall provide two (2) CLEAN, properly lighted, climate controlled, secure dressing rooms. These rooms must have adequate furniture, hot and cold running water and a private CLEAN toilet. THE ARTIST will be provided with a lock and key for dressing rooms.

CLEAN HAND TOWELS and SOAP MUST BE PROVIDED.

2. SECURITY

THE PURCHASER agrees to provide sufficient security to ensure the safety of THE ARTIST, associated personnel and equipment. See Lock and Key item in Dressing room Clause 1.

3. COMPLIMENTARY TICKETS

THE PURCHASER will receive a guest list prior to the show. PURCHASER agrees to provide THE ARTIST with (10) ten pairs of complimentary tickets per show (20 total) in a preferred location. We may ask for an increased number for larger venues.

4. PERSONNEL

One (1) English-speaking liaison to be provided during the entire event.

One (1) experienced sound technician present during set-up, sound check and performance. If a monitor mixing desk is provided, we will need a monitor engineer, we travel with FOH engineer.

One (1) experienced lighting director.

Two (2) loaders to be present during load-in and load-out.

5. STAGING

THE ARTIST requires a clear stage during the performance. The stage area shall be free from obstructions and musical instruments belonging to other artists. Stage must be fully cleared before the commencement of the performance. If the performance is outside PURCHASER agrees to have a covered stage and dressing room area.

Six (6) Clean hand towels available on stage. Ten (10) bottles of still mineral water.

6. LIGHTING

THE PURCHASER shall provide one (1) competent lighting director to operate light board for ARTIST'S performance. Lighting system shall consist of standard two truss Par Can lighting system plus specials for each performer.

THE ARTIST requests smooth transitions, no flash and no total blackouts. Preferred colors: blues, deep blues, lavender, magenta, amber, reds and pinks.

NO HAZER PLEASE!!

Please ensure that lights are not too hot or bright for the artists.



SECTION THREE BACKLINE SPECIFICATIONS

Day of Show contact/Technical Contact
Etienne Charles - 516 279 8720 info@etiennearcharles.com

Drums

Please provide a YAMAHA MAPLE CUSTOM kit in the following configuration (YAMAHA Birch Custom or YAMAHA Recording Custom should be substituted if unavailable):

- One(1)-12"x8"RackTom
 - One(1)-14"x14"FloorTom
 - One(1)-16"x16"FloorTom
 - One(1)-18" x14"BassDrum
 - One (1) - 14" x 5.5" Snare Drum
 - One(1)-14"x6"SnareDrumPlease provide the following YAMAHA HARDWARE:
 - Four (4) - CS-865 Double-Braced Cymbal Boom Stands
 - One (1) - HS1200 Professional Model Hi-hat Stand
 - One (1) - FP9500C Professional Model Foot Pedal
 - Two (2) - SS950 Professional Model Snare Stand
 - One (1) - DS950 Heavy Duty Drum Throne Please provide the following REMO DRUM HEADS: •
- REMO Coated Ambassador (All Drums – Batter Side)
- REMO Ambassador Hazy Snare (Snare Drums – Resonant)
 - REMO Clear Diplomat (Toms – Resonant)
 - REMO FyberSkyn w/ Port (Bass Drum – Resonant)Please provide the following drum microphones: •
- Two (2) AKG C414
- One (1) AKG D112
 - one in ear monitor belt pack with stereo mix and headphones
 - *Note: Please do not mic the drum kit until artist has approved final positioning.

Guitar Amp

1 Fender Twin Reverb
1 guitar stand

Bass

Prefers 3/4 German Bass (or similar) equipped with David Gage realist pickup
note: when possible he prefers another Bassist's instrument instead of from a back line company. One DI(direct interface) box to interface with the house system

One(1) High Quality bass amp: Gallien Krueger MB150S 1x12
combo

Substitutes: Mark Bass CMD 121P 1x12 combo or SWR

California Blonde 1x12 Acoustic amp

German Bow

Bass Rosin

Two (2) 10ft patch cables

One bar stool/bass stool

1 guitar stand

Bassist will need a high quality
bass amp: order of preference:

1. Ampeg SVT Pro
2. Gallien Kruger 800RB
3. Mark Bass

For Electric Bass:

Speaker cabinet: SWR Goliath 4x 10 or Ampeg 4 x 10 or
similar Two (2) 15ft patch cables

Two (2) 5 ft patch cables

One (1) Direct box (to interface with front of house)

One (1) short boom mic stand

One (1) RE20 microphone or similar (for cabinet)

In the case that Reuben doesn't have his own instrument
he requests a 4 string fender jazz or precision bass(with
strap).

Piano/Keys

1 grand Piano (7 ft or 9ft) - Steinway preferred

1 fender rhodes stage piano

1 keyboard amplifier (fender twin reverb)

1 piano stool

Percussion

1 LP Conga 11.75 inch conga (preferrably Galaxy or Classic) - no stand
needed 1 LP Tumba 12.5 inch tumba (preferrably Galaxy or Classic) - no
stand needed 1 Cajon with snare

1 conga tuning wrench

1 percussion table

1 power strip

1 VGA/HDMI adapter to project images/video onto screen, stereo output for computer

1 screen, projector & operator

7 music stands with lights

One trumpet stand (konig & meyer)

SECTION FOUR
SOUND REQUIREMENTS

A) HOUSE

- Minimum 40-input, console. Preference: Digidesign Venue, Digico SD7/8 , Yamaha CL 5, Pm5D, M7CL.
- P.A. Speaker system must be STEREO with 1/3 octave EQ 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 105db “A” weighted at the FOH mix position. **Preference:** d&b, EAW, Meyer, V-dosc, Nexo etc

B) 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 some channels if monitors from FOH.
- Six (6) mixes. 10 wedges (4) four of which are across the front.
- Six (6) 1/3 octave EQ's.
- Six (6) wedges – including one spare/cue wedge. **Preference:** Biamped – 12” speaker and 2” compression driver.

C) MIC STANDS

- Seven (7) short booms
- Six (6) standard booms

D) MICROPHONES

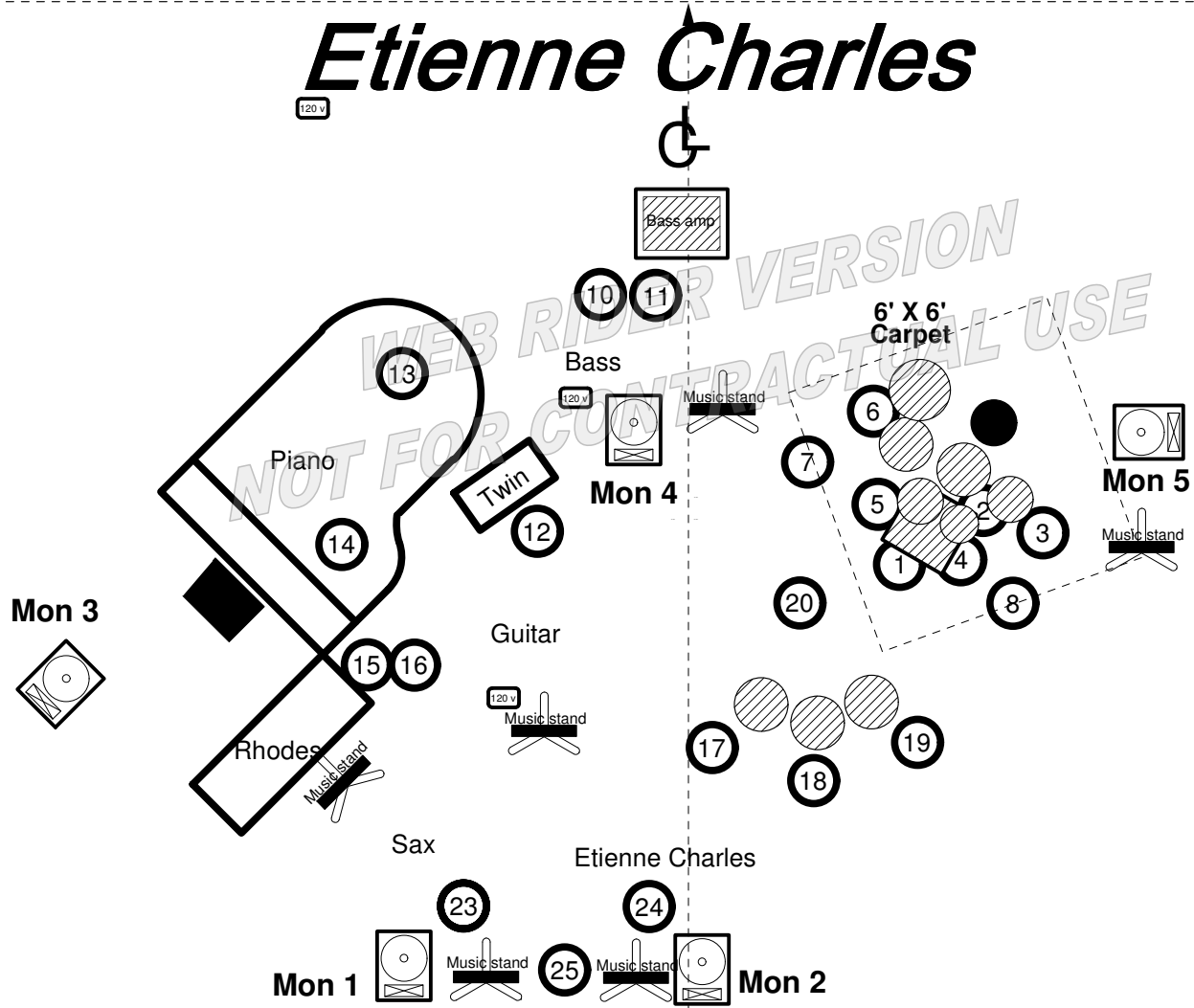
- Artist may carry their own microphones as noted on input list and stageplot (see attached). Please be prepared to supply all microphones subject to advance by Artist's road manager.

Etienne Charles Calypso Review

rev 1

| Ch. # | Instrument | Device | Stand | Notes | Insert |
|-------|-----------------------------------|------------------------|------------------------------|-------|--------|
| 1 | Kick Drum Front | Audix D6 | Short boom | | |
| 2 | Snare Drum 1 | SM 98 | SM98 clamp | | |
| 3 | Hi Hat | SM 81 | Straight | | |
| 4 | Rack Tom 1 | SM 98 | SM98 clamp | | |
| 5 | Rack Tom 2 | SM 98 | SM 98 clamp | | |
| 6 | Floor Tom 1 | SM 98 | SM98 clamp | | |
| 7 | Overhead L | SM 81 | Tall boom | | |
| 8 | Overhead R | SM 81 | Tall boom | | |
| 9 | | | | | |
| 10 | Ac. Bass | Active DI | | | |
| 11 | El Bass | Active DI | | | |
| 12 | Guitar | SM 57 | RB short | | |
| 13 | Piano Low | AKG 414 | Clamp | | |
| 14 | Piano Hi | AKG 414 | Clamp | | |
| 15 | Rhodes | DI | | | |
| 16 | Rhodes | DI | | | |
| 17 | Conga 1 | SM 57 | RB boom | | |
| 18 | Conga 2 | MD 421 | RB boom | | |
| 19 | Cajon | Suitable Condenser Mic | Short boom | | |
| 20 | Etienne vocal | SM 58 | Tall boom | | |
| 21 | Auxiliary Percussion | SM 57 | Boom stand | | |
| 22 | | | | | |
| 23 | Sax | Senn 441 | Tall boom | | |
| 24 | Trumpet | Senn 441 | Tall Boom | | |
| 25 | Etienne vocal | Handheld Wireless | Tall boom | | |
| 26 | Computer Playback (audio & video) | Stereo Playback 1/8" | cable to connect to computer | | |
| 27 | | | | | |
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Etienne Charles



WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

| | |
|------------------------|------------------|
| revision 2 | Area = 30' X 22" |
| drawn by Ken Jablonski | |

AGREED AND ACCEPTED

PURCHASER

CULTURE SHOCK MUSIC INC.

DATE

DATE

Marketing Contact Person

Name Phone Email

Production Contact Person

Name Phone Email

Ground/Hotel Contact Person

Name Phone Email

Other Contact Person

Name Phone Email

WEB RIDER VERSION
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