

HABIB KOITE & BAMADA
CONTRACT RIDER
As of 02-05-2008

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:

Habib Koité & Bamada (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 twenty (20) 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 must report Box Office Summary Results to POLLSTAR if performance draw reaches 80% or more of house capacity. Fax Box Office Summary to Bradley Rogers at 209-224-2674.

B. TRAVEL, HOTEL, DRESSING ROOMS AND CATERING

B1. PURCHASER agrees to provide ARTIST'S REPRESENTATIVE with detailed directions to the place of performance. If ARTIST gives advance notice to PURCHASER that the ARTIST is arriving by air, PURCHASER shall, at his sole cost and expense, provide **GROUND TRANSPORTATION** for ARTIST and entourage of seven (7) people, plus luggage and instruments, etc. between airport, hotel, concert venue

and return to airport upon departure. One large comfortable car for ARTIST is required plus two vans, or equivalent subject to ARTIST representative's prior approval.

B2. If PURCHASER is providing **HOTEL ACCOMMODATIONS**, a minimum of **eight (8) single rooms**. 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.

B3. PURCHASER shall provide one (1) comfortable and private **DRESSING ROOM**, adequate for use by eight (8) people. This room shall be clean, dry, well-lit, heated or air-conditioned, shall contain at least eight (8) chairs and shall be within easy access to clean and private lavatories which are supplied with soap, toilet tissue and towels. Towels shall be provided for ARTIST'S use in dressing rooms and on stage.

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.

B4. **HOSPITALITY:** In dressing room, PURCHASER shall provide refreshments in quantities sufficient for eight (8) persons:

AT LOAD-IN:

Cold Beverages consisting of:

- One (1) gallon of cider or fruit juices
- 1/2 case of iced premium quality beer
- 1/2 case of iced soft drinks
- Unlimited ice water

Fresh brewed hot coffee with fresh milk

AFTER SHOW:

Hot meals (menu suggestions: grilled fish, seafood, chicken, steak, veal, hearty "hunter" style stews or casseroles, lasagna/pasta dishes. Meals should also include green salad, dressing on the side or coleslaw slaw, fresh bread and butter, and two vegetable side dishes. No deep-fried or "fast" food please. Ethnic food and the specialties of your region are most welcome. A modest selection of sweets would be most appreciated.)

C. MISCELLANEOUS

C1. 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.

C2. 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.

C3. 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.

D. TECHNICAL REQUIREMENTS: SEE ATTACHMENT A

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. PURCHASER shall indemnify and hold ARTIST, 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 insurance with respect to this engagement.
- 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 do not become part of this contract until signed by ARTIST. By sole act of signing, PURCHASER readily accepts all provisions of this contract, regardless of any additions or deletions PURCHASER may try to make.
- 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.

(cont.)

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

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

FOR PUBLICITY AND PROMOTION, PLEASE CONTACT THE FOLLOWING:

Management

Michael De Bock

Contre-Jour

Agence Artistique

Voye d'en Haut, 41

B-1030 Bruxelles

Belgium

PH: +32-82-667-470 / 71

FAX: +32-82-667-472

Email: michel.debock@contrejour.com

Agent

International Music Network

278 Main Street

Gloucester MA 01930

USA

PH: +1-978-283-2883

FAX: +1-978-283-2330

Email: youragentsfirstname@immworld.com

Publicity, Interviews & Product

Simeon Chapin

Cumbancha

413 Carpenter Road

Charlotte, VT 05445

USA

PH: +1 802-425-2118

FAX: +1-866-340-0054

Mobile: +1-802-272-4786

Email: simeon@cumbancha.com

Web: www.cumbancha.com

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

HABIB KOITE & BAMADA
2008
Sound Rider - Patch List - Stage Plot

This rider is an update to the one already sent out and reflects the latest status of the production.

This Excel file has **4 pages** (3 sheets): **PLEASE READ CAREFULLY**

- 1 & 2: General Specs
- 3 - Input Patch
- 4- Habib Koite Stage Plot

BACKLINE TO BE PROVIDED BY PROMOTER:

* 1 (One) full drum kit: Preferably SONOR or YAMAHA (concert or recording series)

The sizes ABSOLUTELY have to be respected.

- 1 stool
- 1 20" bass drum + pedal
- 1 snare drum + stand
- 1 complete hi-hat + stand
- 1 10" rack tom
- 1 12" rack tom
- 1 16" floor tom
- 6 cymbals stands
- 4 cymbals : 2 crash, 1 splash, 1 ride
- * 1 Bass amp: (SWR, Gallien-Kruger, Trace Elliott...) with 1 (one) 4x10" speaker cab.
- * 3 Guitar stands
- * 2 Keyboards stand (for Balafon) !!! Thanks to provide 2 similar stands
- * 2 AA Battery for wireless guitar

P.A.:

The promoter will provide a high quality multiway active sound system which must produce 100 DB SPL average level at the mix position. It will have a flat response from 20Hz to 20KHz.
P.A system - (preferably Meyer, CLAIR BROTHERS, EAW...)
Example : 1 to 500 people: 6000W, 500 to 800 people: 10,000W, 1000 to 2000 people: 15.000W.
The mixing desk should be placed in the center between the left and right PA stacks at 2/3 of the length of the venue, NEVER under balconies and always on the same level as the audience. Should there be no room for the P.A desk, it would be greatly appreciated if the PROMOTER would eliminate some seats in order to put this desk in the desired position. In Theaters or big halls, the sound system should also be complemented with delay stacks so the sound will produce the same dB pressure in all audience seats. These delay stacks should be from the same manufacturer as the P.A. and should be rigged from the ceiling to reach the balconies. There should also be Front fills (a minimum of four) to insure correct coverage of the first rows. THESE REQUIREMENTS ARE MEANT TO PROVIDE MAXIMUM SATISFACTION AND RESPECT FOR THE PAYING AUDIENCE.

HABIB KOITE & BAMADA
2008
Sound Rider - (cont.'d from page 1)

FOH:

Mixing desk 32 input /8/2 **MINIMUM NO LOW COST SERIES!!!**

(preferably MIDAS , YAMAHA , SOUNDRAFT...)

Drive rack Active crossovers, or drive units performing to PA (Omnidrive...etc...).

1 stereo 1/3octave EQ

All delay stacks will have their own EQ 1/3 octave and will go through the desk by matrix.

Processing rack 1 x reverb : Lexicon/TC Electronic

1 x Yamaha SPX 2000

4 x channel noise-gates: BSS/DRAWMER/DBX **NO BEHRINGER!!!**

4 x channel compressors: BSS/DRAWMER/DBX **NO BEHRINGER!!!**

1 Intercom between PA and Monitors

1 CD player

1 talk back mic

MONITOR The monitor desk will always be placed stage left, and will have perfect visibility of the stage.

*1 Mixing desk: 24 input / 8 output **MINIMUM**

*amplification for 7 discrete mixes

(6 stage +1 listen, preferably bi-amped w/active x-overs)

*6 x EQ's 1/3 Oct

*8 x Floor Monitors

*1 Intercom between PA and Monitor

It's also possible to mix the monitors from F.O.H, in this case, the FOH mixing desk will have at least 10 aux mix and the 6 mon eq's will be placed at the FOH position

RISERS: 2 risers: 2M x 2M x 0,3M

(1Metre +/- 3.33 feet)

1 risers: 2M x 3M x 0,3M

HABIB KOITE & BAMADA**Sound rider - Patch List**

INPUT	INSTRUMENT	MIC	MIC STAND	INSERT
1	Kick	Beta 52/e602	Short boom	
2	Snr	SM 57/Beta 57	Short boom	Expander/gate
3	Hi-Hat	KM184/C414/SM 81	Short boom	
4	Tom 1	SM 98/e604/Beta 56	Clip-on	Expander/gate
5	Tom 2	SM 98/e604/Beta 56	Clip-on	Expander/gate
6	Floor tom	SM 98/e604/Beta 56	Clip-on	Expander/gate
7	O/H L	KM184/C414/SM 81	Standard boom	
8	O/H R	KM184/C414/SM 81	Standard boom	
9	Bass	Active D.I.	---	compressor/limiter 1
10	Kamale N'Goni	Active D.I.	---	
11	Calebasse	* XLR	---	
12	Tama 1	* XLR	---	
13	Tama 2	* XLR	---	
14	Percs	SM 57/Beta 57	Short boom	
15	Balafon L	* XLR	Standard boom	compressor/limiter 3
16	Balafon R	* XLR	Standard boom	compressor/limiter 4
17	E. Violin	D.I.	---	
18	Gtr Rythm	Active D.I.	---	
19	Gtr Solo HABIB	Active D.I.	---	
20	Vox drums	SM58	Standard boom	
21	Vox calebasse	SM58	Standard boom	
22	Vox gtr rythm	SM58/Beta 58	Standard boom	compressor/limiter 2
23	Vox Lead HABIB	* XLR	Standard boom	
24	Vox bass	SM58/Beta 58	Standard boom	
25	FX			
26	FX			
27	FX			
28	FX			
29	FX			
30	FX			
31	CD			
32	CD			
33				
34				
35				
36				
37				
38				
39				
40				

* XLR = Mics provided by band
 --- No Mic Stand

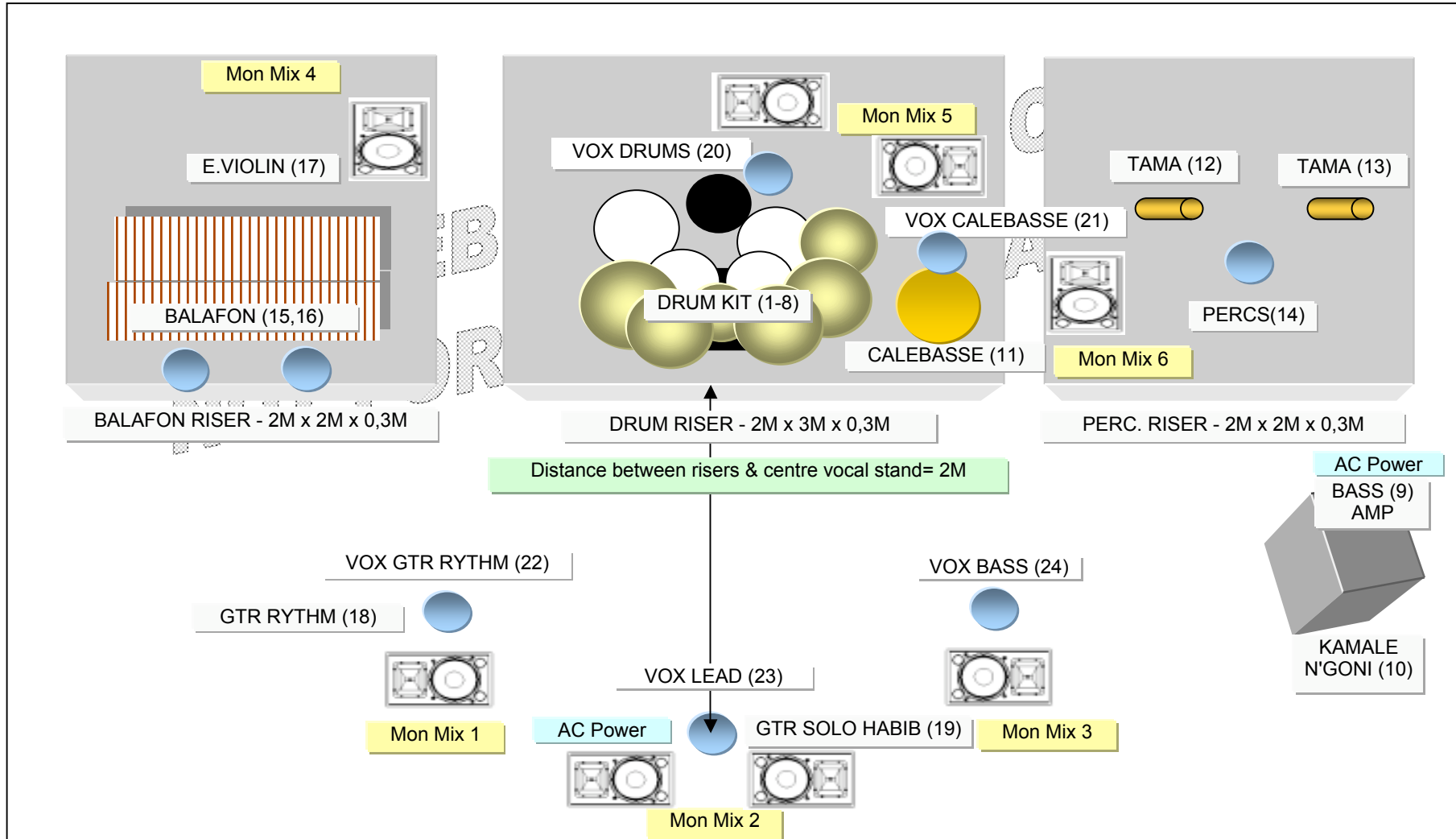
➡ Please provide talk-back mic from FOH to stage
 ➡ Please provide monitor engineer

See adjoining stage plot for further details

On Stage 6 towels a 6 bottles of Water (1L)

HABIB KOITE & BAMADA

STAGE PLOT - Tour 2008 (Not to scale)



Martial Jacques
 martialjacques@yahoo.fr
 Tel : +32/499 20 48 75
 +225/01 12 14 01

INFORMATION LIST HABIB KOITE & BAMADA

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 Soundcheck (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!

WEB RIDER VERSION
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