



CONTRACT RIDER

ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for **SA Intropel Productions Inc.** (who's company, contractors, agents, employees, licensees and designees are hereafter referred to as "PRODUCER") furnishing the services of **Nir Felder** (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:

Nir Felder (100% Headline Billing)

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/danilopez. 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 one (1) hour 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 **twenty (20)** 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

B. TRAVEL, HOTEL, DRESSING ROOMS AND CATERING

C2. 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 **FOUR (4)** people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure.

ONE (1) PASSENGER VAN FOR FOUR (4) PERSONS
ONE (1) SEPARATE LARGE CARGO VAN FOR LUGGAGE AND EQUIPMENT

The group travels with a full size acoustic bass, road cases, instruments, suitcases and additional equipment and **MUST HAVE A LARGE CARGO VAN.**

C3. HOTEL ACCOMODATIONS:

If PURCHASER is providing HOTEL ACCOMDATIONS, Four (****) or Five (*****) Star to include:

FIVE (5) NON-SMOKING KING 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, 4 star hotels if PURCHASER is not providing hotel accommodations

- Please have all rooms pre-keyed with copies of the rooming list on arrival
- Please do not assign the rooms in construction or other noisy areas
- All room & tax charges on one master folio
- Incidentals will be handled individually

Hotel Recommendation #1

Name:
Address:
Phone/Fax:
Rate per Room:

Hotel Recommendation #2

Name:
Address:
Phone/Fax:
Rate per Room:

C4. DRESSING ROOMS:

Venue shall provide one safe, and private dressing room with a clean bathroom, mirror, table, chairs, and wastebaskets. This room is to be clean, well lit, and heated and/or air-conditioned.

In addition to the above, dressing room should contain the following:

- Bottles of spring water
- Ginger Tea, Black Tea and hot water
- Coffee (milk, cream & sugar on the side)
- Assorted fresh fruit
- One vegetable plate with hummus / dip
- Mixed Nuts
- 1 x Bottle of Red Wine
- Crackers preferably organic

Venue shall provide all necessary items (i.e. plates, napkins, cups, etc.) for consumption of food and beverages.

FOR STAGE:

- 10 x bottles of water - **VERY IMPORTANT**
- 5 x small hand towels

NIR FELDER Rider

CHANNEL LIST:

CHANNEL	INSTRUMENT	MIC	INSERT	STAND
1	Kick	91		
2	Kick	52		Short Boom Stand
3	Snare top	57		
4	Hats	451		Short Boom Stand
5	Rack1	98		Clip
6	Rack2	98		Clip
7	Floor Tom	98		Clip
8	OH L	414		Tall Boom Stand
9	OH R	414		Tall Boom Stand
10	Bass	DI		
11	Bass	RE20		Short Boom Stand
12	Piano	Contact L		
13	Piano	Contact R		
14	Piano OH L	414		Tall Boom Stand
15	Piano OH R	414		Tall Boom Stand
16	Guitar	57		Tall Boom Stand
17	Guitar	e609		Short Boom Stand
23	Talk MIC	58		Tall Stand

LOAD-IN/SOUND CHECK:

The venue will be made available to Artist for sound check for **a minimum of 60 minutes, up to two hours, with a load-in time at least 30 minutes prior to the sound check.** All mics and instruments will be set up prior to Artist's arrival. The audience will not be permitted into the performance space until the set-up/sound check is complete. If any problem arises (by no fault of the Artist) which may delay the sound check, the Artist must be able to postpone the audience arrival (doors), as necessary.

SOUND REQUIREMENTS:

A professional crew will be present to operate systems, assist with load-in/set up, and work with artists for desired results.

SYSTEM: Venue shall provide a first-class professional sound reinforcement system

MONITORS: Four (4) wedge monitors

MICS: Venue shall provide all mics, DI's and instrument cables. In addition to the mics and DI's provided for each instrument, one additional speaking mic should be placed at front of stage center.

MIC STANDS: Venue shall provide all mic stands in good working order (i.e. no tape holding them together).

MUSIC STANDS: 6 (six) Manhasset or similar quality music stands. No wire stands.

BACKLINE/INSTRUMENTS:

GUITAR – NIR FELDER

one (1) voltage transformer Europe - US (for performances in Europe only)

one (1) voltage transformer Asia - US (for performances in Asia only)

two (2) guitar stands

AMPS: one (1) Fender Deluxe Reverb '65 reissue with a second backup amp - either another Fender Deluxe '65 reissue, a Fender Twin Reverb '65 reissue, a Fender Hot Rod Deluxe, or a Fender Hot Rod Deville. A Fender Twin Reverb '65 reissue, Hot Rod Deluxe, or Hot Rod Deville are acceptable substitutions for the main amp if the Fender Deluxe '65 reissue is not available. All Fender Twins must be the '65 reissue and no other type of Fender Twin.

Piano

An acoustic piano should be supplied, preference is for a Steinway Concert Grand, but if this is not available, most other grand pianos are acceptable. **The piano should be tuned the day of the performance.**

If no grand piano is available, an 88-key "Nord Piano" keyboard is acceptable.

1 x Nord Electro 4

1 x Keyboard Stand

1 x Expression pedal for the Nord

2 x 1/4 jack to jack leads

If no piano is available, the pianist will need a Gibraltar oversized motorcycle drum throne to replace the piano bench

Acoustic Bass

1 x Mark Bass Amplifier:

Little Mark II, or III

Little Mark 800

Little Mark SD 1200

2 - 4x10 Speaker Cabinets

OR

1 - 8x 10 Speaker Cabinet

Acceptable Substitute:

A head – Capable of at least 500 watts

2 x 4 x 10 Cabinets

Speaker Selections:

Mark Bass

Standard 106 HF or 104 HF

1 x Bass Stand

Acceptable Bass Substitutes:

Ashdown BM500

Aguilar Tone Hammer

Ampeg SVT Series

Speaker Selections:

Mark Bass

Standard 106HF or 104HF

Ampeg SVT Series

Epifani Speaker

Drums

One Professional Series drum kit of the following companies in first-class condition, with all stands, one drum throne, and a solid rug underneath – Yamaha, Pearl, Gretsch, Tama, Canopus, Drum Workshop (DW), Sonor, and Ludwig. Drummer will bring his own sticks and cymbals.

SIZE:

20" Kick Drum (with front hole),
14" Floor Standing Tom,
12" Rack Tom,
10" Rack Tom,
1 x Maple Snare 14"x 5.5"

All Hardware including:

1 x Snare Stands
1 x Hi-Hat Stand
3 x Cymbal Booms
Stool
Bass Drum Pedal
Drum Carpet where required

No Cymbals required

DRESSING ROOMS/HOSPITALITY:

Venue shall provide one safe, and private dressing room with a clean bathroom, mirror, table, chairs, and wastebaskets. This room is to be clean, well lit, and heated and/or air-conditioned.

In addition to the above, dressing room should contain the following:

- Bottles of spring water
- Ginger Tea, Black Tea and hot water
- Coffee (milk, cream & sugar on the side)
- Assorted fresh fruit
- One vegetable plate with hummus / dip
- Mixed Nuts
- 1 x Bottle of Red Wine
- Crackers preferably organic

Venue shall provide all necessary items (i.e. plates, napkins, cups, etc.) for consumption of food and beverages.

FOR STAGE:

10 x bottles of water - **VERY IMPORTANT**
5 x small hand towels

ARTIST MANAGEMENT

David Passick
TEL: 212-348-5801
CELL: 917-287-1899
Email: dpassick@me.com

Jack Leitenberg
TEL: 845-638-6984
CELL: 914-671-5522
Email: okaybabe@aol.com

ARTIST BOOKING

Holly Brennock
International Music Network
TEL: 978-283-2883
Email: holly@imnworld.com

THANK YOU