

PLAYING FOR CHANGE CONTRACT RIDER

Please read this rider carefully. It is part of the attached contract with **PFC Live, LLC** (“**PRODUCER**”) f/s/o the **Playing For Change Band** (“**ARTIST**”). By signing it, you are agreeing to supply PRODUCER with production and proper working conditions essential to ARTIST’s 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 have for damages or otherwise.

A. ADVERTISING AND PROMOTION

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

PLAYING FOR CHANGE (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 PRODUCER’s authorized representative.

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

A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotion or appearance without prior written consent from PRODUCER’s authorized 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 PRODUCER; 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. PRODUCER 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. PRODUCER shall have sole and exclusive merchandising rights.

A8. PURCHASER will make available fifteen (15) complimentary tickets per show to PRODUCER for their sole use. Seats must be in preferred locations. PRODUCER will endeavor to contact the box office at least one hour prior to the concert in the case such complimentary tickets are not needed.

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 PRODUCER's requirements. No other complimentary tickets are to be distributed without express written permission of PRODUCER.

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 PRODUCER'S REPRESENTATIVE.

B2. (a) PURCHASER shall not permit and will prevent the recording, filming, taping, videotaping or any broadcast of the ARTIST'S performance or any portion thereof by anyone other than PRODUCER without PRODUCER'S written approval.

(b) PRODUCER reserves the right to film, videotape and record ARTIST's performance at PRODUCER's expense, provided that PURCHASER shall not be required to "kill" any otherwise salable seats to accommodate same. PRODUCER shall exclusively own all rights, including the copyrights, in and to the audio and audiovisual recordings so made and shall have the exclusive rights to exploit same in any manner and media without any compensation or other obligation to PURCHASER, except that if such recordings are commercially exploited, PRODUCER shall use reasonable efforts to see that PURCHASER is accorded a customary courtesy credit in connection therewith.

B3. The manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or ARTIST's performance without PRODUCER'S written approval.

B4. 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, Stage Plan & Tech List

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 PRODUCER's or ARTIST'S rights thereunder.

E2. A representative of the PRODUCER 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:

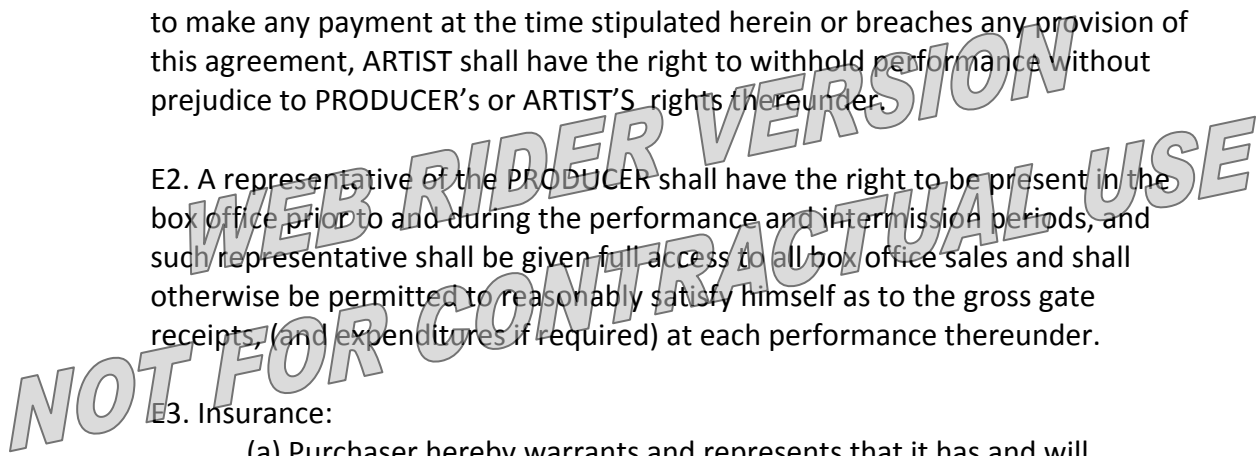
(a) Purchaser hereby warrants and represents that it has and will maintain in force a comprehensive general liability insurance policy with

_____ 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 thirty (30) days 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 policies of the Producer shall be available to respond only to claims arising from the acts or omissions of its employees and contractors and shall not be available to respond to apply to claims arising from the acts or omissions of Purchaser's employees or contractors or otherwise arising out of or in connection with the engagement.

(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 and sound suppliers.

E4. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and neither PRODUCER nor ARTIST shall 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 and all necessary legal permits to enter into this contract and fully perform same.

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 State of California without regard to its choice-of-law principles. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be submitted to mandatory, binding arbitration administered by the American Arbitration Association and conducted before a single arbitrator in Los Angeles, California.

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 PRODUCER.

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 any tax is required by law to be withheld from PRODUCER's or ARTIST's compensation 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 to PRODUCER on the night of the performance an official certificate of withholding issued or authorized by the taxing authority certifying the amount withheld.

E9. ARTIST'S and PRODUCER's obligations to perform hereunder shall be excused if any essential member of ARTIST, or any essential member of ARTIST's or PRODUCER's staff or crew, is unable to perform as a result of: illness or injury; detention resulting from inability to obtain reasonable modes of transportation; riot or other civil strife; strike or other form of labor dispute; epidemic; an act or order of any public authority or court; any act of God; or any other cause beyond ARTIST'S or PRODUCER's reasonable control. In such event, ARTIST will not be required to perform and, if ARTIST does not perform as a result thereof, then PRODUCER shall return to PURCHASER any deposits paid, less costs incurred by PRODUCER and 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 if the engagement is cancelled by act of civil authority, and, provided that the ARTIST is otherwise present and ready to perform, the PURCHASER shall remain liable for payment of the full contract price even if the performance(s) called for herein are cancelled due to 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 and, if so, to cancel same.

E10. Any material breach of this Agreement by PURCHASER shall entitle the PRODUCER, at the PRODUCER'S sole option, to terminate this Agreement. If such a breach occurs, PURCHASER shall be obligated to PRODUCER for the full guaranteed amount of this Agreement and shall forfeit all deposit moneys paid to PRODUCER or his agent as immediate and liquidated damages without prejudice to further legal action by PRODUCER for any remaining balance of the guaranteed amount due to PRODUCER.

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

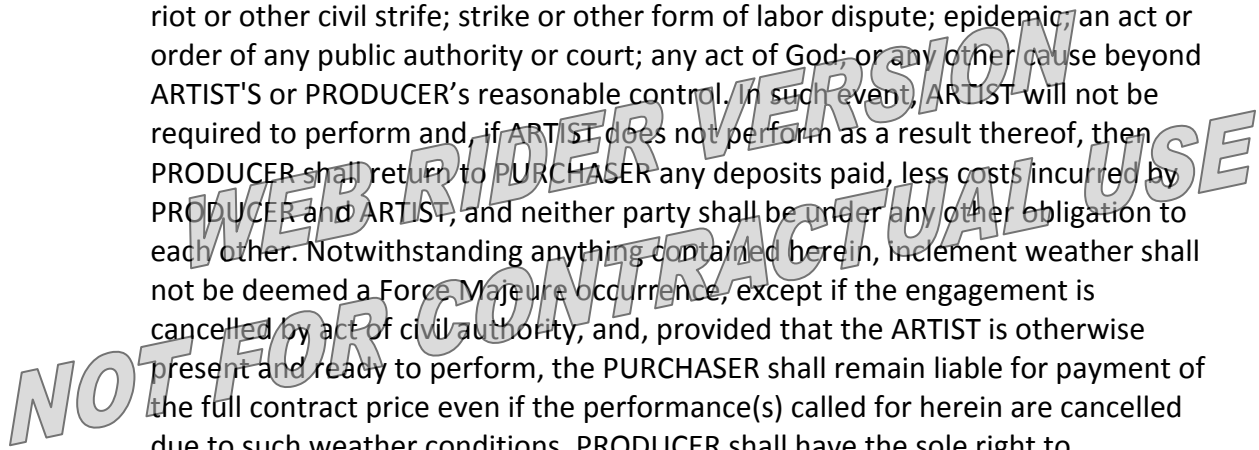
AGREED AND ACCEPTED

PURCHASER

PRODUCER

DATE

DATE



Attachment A

PLAYING FOR CHANGE BAND Travel, Hotel, and Hospitality Requirements

AIR/GROUND TRANSPORTATION

PURCHASER agrees to provide ARTIST's representative with detailed directions to the place of performance. Unless otherwise negotiated, PURCHASER shall, at its sole cost and expense, provide GROUND TRANSPORTATION for ARTIST and ARTIST's and PRODUCER's entourage of fourteen (14) people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure. PRODUCER and ARTIST will need one (1) twenty (20) passenger mini-bus (or three (3) fifteen passenger vans) with enough cargo space underneath to hold luggage for fourteen (14) people and instruments if necessary. In the event that there is not enough room for cargo, an additional cargo van must be supplied.

PURCHASER must provide fourteen (14) roundtrip airline tickets via a major commercial air carrier. **ALL FLIGHT ARRANGEMENTS MUST BE PREAPPROVED BY MANAGEMENT BEFORE TICKETS ARE ISSUED OR PURCHASED. ARTIST WILL NOT LEAVE FOR ENGAGEMENT WITHOUT A PREAPPROVED AND SIGNED TRAVEL ITINERARY.**

HOTEL ACCOMMODATIONS

Unless otherwise negotiated, if **PURCHASER** is providing HOTEL ACCOMMODATIONS, a minimum of twenty (14) single rooms including one (1) disabled access room is required (each equipped with internet access and AIR CONDITIONING). The rooms shall be available until the day after the performance by 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

Hotel recommendation # 2

Name:

Address:

Phone/Fax:

Rate per room

HOSPITALITY AND DRESSING ROOMS

DRESSING ROOMS

PURCHASER shall provide at least, two (2) comfortable, lockable and private DRESSING

ROOMS, adequate for use by fourteen (14) people, one (1) of which must have disabled

access for a blind person. These rooms shall be clean, dry, well-lit, heated or air-conditioned, and shall contain the following:

- Fourteen (14) hand towels
- Seating accommodations for 15 people; combination of chairs and sofas
- One (1) full-length mirror
- Two (2) accessible bathrooms
- One (1) steamer or iron and ironing board
- One (1) table for catering and additional tables with enough room for 16-18 people

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 fourteen (14) persons:

AT LOAD-IN:

- Fresh brewed hot coffee and dark and herbal teas with honey, sugar, Equal, Lemon and real cream
- Refrigerator
- One (1) large bucket of ice (with serving tongs and cups)
- Twenty-eight (28) bottles of water at room temperature
- Twenty-eight (28) bottles of water on ice
- Six (6) bottles of sparkling mineral water (not club soda)
- Eight (8) bottles of red wine—Malbec, Temperanillo, pinot noir
- Six (6) bottles/cans of Guinness
- Three (1) case of Stella Artois or equivalent, (1) Case of IPA (Local or Micro Brew)
- One (1) bottle of Cazadores tequila
- Six (6) fresh limes
- Assorted juices must include pineapple, cranberry, orange

- Assorted soft drinks including Coca-Cola, Diet Pepsi, Sprite, Fanta
- Two (2) large size food trays with an assortment of cold cuts, including bologna, Turkey
(Enough to feed 14 people.)
- Fresh fruit (apples, oranges, grapes strawberries, bananas, mango, pineapple, etc)
- A selection of mixed RAW nuts, olives and natural cheeses
- Cookies
- Whole grain crackers and breads
- Appropriate condiments, cutlery, glass, napkins and dinnerware.

AT COMPLETION OF ARTIST'S SCHEDULED SOUND CHECK AND AVAILABLE UNTIL

AFTER THE SHOW:

HOT meal

NO FAST FOOD, NO PIZZA

Meals can consist of house food if restaurant is on the premises, a catered meal (**NO MEAL BUYOUTS UNLESS NEGOTIATED WHEN DATE IS ADVANCES WITH PRODUCER'S REPRESENTATIVE.**) The dinner should be served with proper cutlery and plates and glasses. There must be tables and chairs for 16 and in the same room. The dinner must be private. No personnel that is not with the touring company or catering should be present.

STAGE

- Twenty-four (24) bottles of water at room temperature
- Twenty (20) white hand towels

Attachment B

PLAYING FOR CHANGE BAND TECHNICAL RIDER

****RIDER IS SUBJECT TO CHANGE**

1. PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. ARTIST shall complete said setup three hours prior to time of performance. ARTIST requires a minimum one hour sound check after completion of load-in and setup. The place of performance must be made available to the ARTIST three (3) hours before theater is opened to the public. Festival producers are required to comply with this policy unless otherwise agreed in writing with PRODUCER's representative.

2. PURCHASER shall provide a minimum of two (2) stagehands to help ARTIST's crew for load-in, stage set-up and load-out. 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.

3. STAGE: The stage should be a minimum of 40' wide x 30' deep. The stage must be accessible in a manner other than through the audience.

4. BACKLINE:

PURCHASER shall provide the following equipment unless otherwise specified

BASS:

(2) Aguilar GS 4x10 cabinet

Aguilar 500SC

One (1) Guitar stand

DRUMS

DW Studio kit

- 1 22" bass drum
- 1 9 x 12 rack Tom
- 1 14 x 14 floor tom
- 1 Regular wood or chrome snare –w/ battered head
- 4 boom cymbal stands 1 with a tom mount if needed
- 1 hi hat stand
- 1 20" Paiste 20 series ride cymbal
- 1 18" Paiste 20 series crash
- 1 16" Paiste 20 series crash
- 1 14" Paiste 20 series high hat
- 1 DW kick drum pedal
- 1 COMFORTABLE!!! Hydraulic drum throne
- 1 4x6 drum rug

PERCUSSION

ALL PERCUSSION MUST BE LP BRAND

- 3 Congas (All heads must be broken in)
11"-Quinto, 11.5"-Conga, 12"-Tumba
- 1 Three piece Conga stand
- 1 LP Rio Brazilian 20" drum on stand with mallet
- 1 8x8 rug

ELECTRIC GUITAR

- 2 Fender Blues DeVille Amp
- 1 Fender Hot Rod Deluxe Amp
- 4 Guitar stands

ACOUSTIC GUITAR

- 2 Acoustic Guitar Direct Boxes
- 2 Guitar stands

Miscellaneous

- 2 Professional Orchestra Music Stands – black metal shelf and height adjustable
- 1 COMFORTABLE!!! Hydraulic drum throne w/back support
- DVD projector
- Screen
- 12 Guitar Cables 3 meters or longer
- 10 9 Volt batteries
- 2 Step down voltage converters to 110v – if necessary
- Gaff Tape

RISERS (2)

Drum

English 8'x8'x1'

Metric 2.44 x 2.44 x .30

Percussion (stage left)

English 8'x8'x1'

Metric 2.44 x 2.44 x .30

STEPS/ACCESS to stage from front of house

FOR INTERNATIONAL DATES – PLEASE PROVIDE ADEQUATE VOLTAGE CONVERTERS ANY SUBSTITUTIONS MUST BE APPROVED BY THE TOUR MANAGER OR PRODUCTION MANAGER

HOUSE SOUND:

A First Class, Professional Quality STEREO Concert Sound system shall be provided by the purchaser at his/her sole expense and meet the approval of Artists representative upon advance and prior to date of performance. In addition, promoter to provide (1) house and (1) monitor system engineer.

House system shall have at least 48 inputs available. Full Parametric EQ modules and at least 8 Aux sends. House speakers shall be at least a 3--way STEREO -- tri--amped system. A 4--way system with 18" subs is preferred. (vDosc, D & B, Meyer, or equivalent). **NO PROPRIETARY SYSTEMS.** The Sound System must reproduce a clean, undistorted signal at a reasonably high sound pressure level. The speaker system should be arrayed for even dispersion of all frequency ranges throughout the venue. The system must include down stage front fill speakers to cover the first few rows of seats. Delay speakers as necessary for venue coverage. Center house clusters are not acceptable as the sole front of house reinforcement.

ACCEPTABLE FOH CONSOLES: PM5D or Avid Profile- NO SUBSTITUTIONS!!!!

If the artist is to share the bill, no channels or processing of either house or monitor consoles are to be shared with other bands.

Front Of House Outboard Equipment:

Included with the sound system, at the house mix position, the Purchaser shall provide:

(6) Reverb Units -- (TC--M1, Lexicon 300 or 480, Lexicon PCM 70, Yamaha SPX-- 2000, Yamaha SPX--990) Changes or substitutions need to be approved by Tour / Production Manager

(1) Delay (Roland SDE – 3000, TC--D2, or equivalent)

(12) Compressor/Limiters -- 4 with gates (dbx 166 or equivalent)

(8) Noise Gates -- (dbx, Drawmer or equivalent)

*** ABOVE EFFECTS AND DYNAMICS NEEDED WITH ANALOG CONSOLES ONLY**

(1) Clear Com. Intercom System for Monitor & House Position only

(1) CD--R for recording

(2) 32 -- band graphic EQ for House Left and Right

(1) 32 -- band graphic EQ for Subs (Subs to be mixed from an Aux bus at FOH)

Separate graphic EQ's for any front fills or delay systems

MONITOR RIG:

-- Monitor system shall be at least 48 channels and 24 mix outputs available. (**Preferred console Yamaha PM5--D RH**).

Monitor Consoles shall be equipped with full Parametric with sweepable EQ Modules on the inputs, and have professional quality 32--Band EQ's inserted on each output.

-- Monitor position shall be equipped with a high quality intercom system between House and Monitor mixing position.

-- Monitor wedges shall be at least a 2--way bi--amped system containing (2)--12" or (1)--15" Lo-Driver and a 2" horn. At least 10 wedges shall be provided on stage (not **including, Cue, Spares, Drum Sub, or Side fills**). Drum sub should be a single front loaded 15" or 18" cabinet. Please refer to stage plot for exact placement of wedges. Monitor cue should be identical to stage wedges. No proprietary wedges please. **MONITOR RIG CONTINUED:**

Monitor Rig Outboard Effects: (if analog console)

(4) Reverb Units -- (TC--M1, Lexicon 300 or 480, Lexicon PCM-70, Yamaha SPX-- 2000, Yamaha SPX--990)

(6) Comps

(6) Gates

Please have **TALKBACK AND COM** from FOH to stage operational prior to Sound Check
COM IS FOR AUDIO USE ONLY!! Not to be shared with Lighting or Video!

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

INFORMATION LIST PLAYING FOR CHANGE

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 Distance:

8) Time of Performance _____

Time of Soundcheck (if scheduled) _____

9) Other bands playing before and after ARTIST

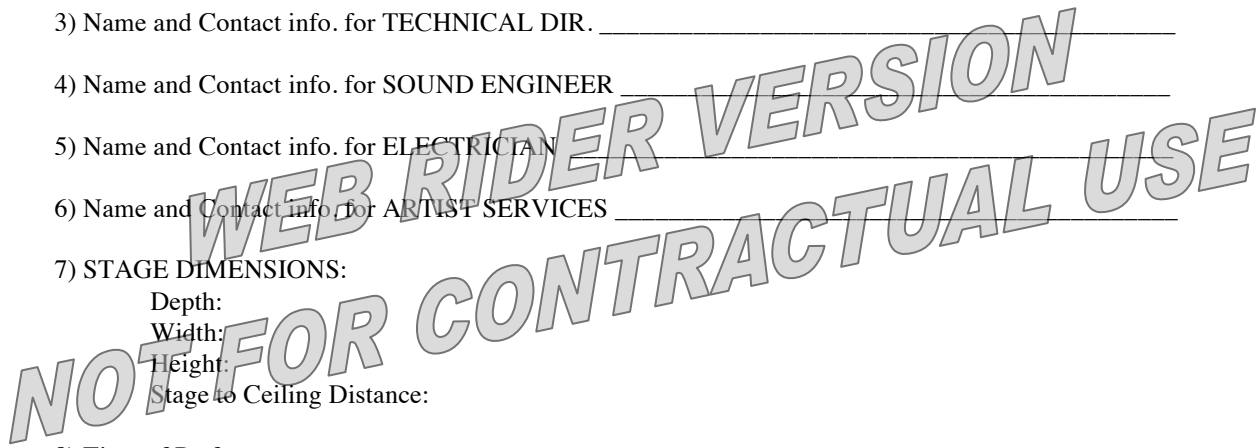
- 1.
- 2.
- 3.
- 4.
- 5.

Their Show and S/C times _____

- 1.
- 2.
- 3.
- 4.
- 5.

10) Please provide detailed information regarding loading dock / backstage door for arrival of ARTIST.

Please email Technical Info to mikechaeffer@live.com. A map of the area is also most helpful



Tour/Production Manager: Mike Schaeffer 951-529-4125

mikeschaeffer@live.com

“Playing For Change” Stage Plot / Input List

Snake	Sub-snakes	Input	Microphone	Insert	Stand
1.	D 1	Kick Drum 1	Sen. 901		-
2.	D 2	Kick Drum 2	Beta 52	gate	Short Boom
3.	D 3	Snare Top	SM 57	comp	Short Boom
4.	D 4	Snare Bottom	Beta 57	gate	Short Boom
5.	D 5	Hat	Sen. 914		Short Boom
6.	D 6	Rack	Sen. 904	gate	-
7.	D 7	Floor	Sen. 904	gate	-
8.	D 8	OH	Sen. 914		Tall Boom
9.	D 9	OH	Sen. 914		Tall Boom
10.	SL 1	Bass DI	Direct Out	comp	-
11.	SL 2	Bass Mic	Beta 52	comp	Short Boom
12.	SR 1	SR Guitar 1	SM 57	comp	Short Boom
13.	SL 3	SR Guitar 2	SM 57	comp	Short Boom
14.	SL 4	SL Guitar 3	SM 57	comp	Short Boom
15.	SR 2	Percussion 1	DI		-
16.	SR 3	Percussion 2	DI		-
17.	SR 4	Percussion 3	DI		-
18.	SR 5	Perc Toys	SM 81		Tall Boom
19.	SR 6	Djembe Top	Beta 98		Tall Boom
20.	SR 7	Djembe Bot	SM 57		Tall Boom
21.	DSC 1	Harmonica	SM 57	comp	Short Boom
22.	DSC 2	Vocal	Sen. 935	comp	Tall Boom
23.	DSC 3	Vocal	Sen. 935	comp	Tall Boom
24.	DSC 4	Vocal	Sen. 935	comp	Straight
25.	DSC 5	Vocal	Sen. 935	comp	Tall Boom
26.	DSC 6	Vocal	Sen. 935	comp	Tall Boom
27.	DSC 7	SPARE	Sen. 935	comp	On floor center

NOT FOR CONTRACTUAL USE

