

**VUSI MAHLASELA**  
**CONTRACT RIDER**  
Current as of 12.07.2010

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:

**VUSI MAHLASELA (100%)**

A2. ARTIST is to receive 100% star billing on ALL billboards, radio, television, and all advertisements, including without limitation: programs, flyers, signs, billboards, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by ARTIST OR HIS REPRESENTATIVE.

A3. PURCHASER is to use only artwork, ad mats, photographs, and promotional materials provided or approved by ARTIST in all advertisements. No product, service, or promotion utilizing the name or likeness of ARTIST may be produced, placed, or disseminated without the prior written consent of ARTIST.

A4. PURCHASER is to commit ARTIST to any personal appearances, interviews or other promotion or performance 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 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. Complimentary passes will be provided when the venue utilizes open seating or is a festival.

**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.**

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 ARTIST'S REPRESENTATIVE.

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 to the performance or any other activity at the engagement.

- C. HOSPITALITY, ACCOMMODATION AND TRAVEL: SEE ATTACHMENT A
- D. TECHNICAL REQUIREMENTS: SEE ATTACHMENT B
- E. PAYMENT AND LEGAL CONTRACTUAL OBLIGATIONS AND LIGHTING PLAN: SEE ATTACHMENT C

E1. All payments shall be made by purchaser at the event PURCHASER fails to make any payment at the time stipulated hereunder or in any provision of this agreement, ARTIST shall have the right to withhold performance without prejudice to his rights thereunder.

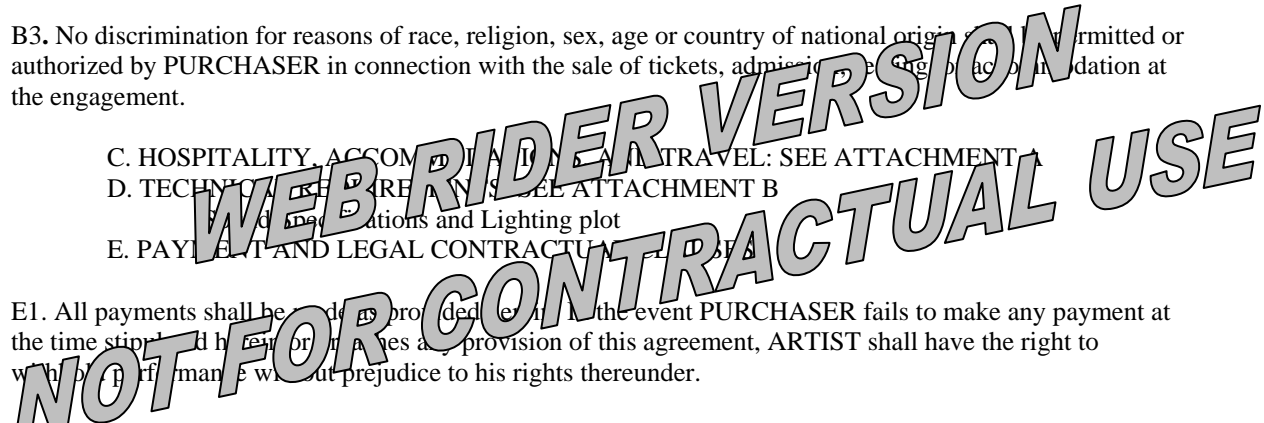
E2. A representative of the ARTIST shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall be given full access to all box office sales and shall otherwise be permitted to reasonably satisfy himself as to the gross gate receipts, (and expenditures if required) at each performance thereunder.

E3. 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 supplies and sound suppliers.

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 Agreement by PURCHASER, does not become part of this contract until signed by ARTIST.

E7. PURCHASER at his/her sole expense shall obtain all licenses, permits, or other approval required from any union, public authority, or other entity having jurisdiction which is pertinent to the engagement, and shall comply with and fulfill all terms and conditions thereof.

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 that requires this withholding. 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 indicating the amount to be withheld on the night of the performance.

E9. ARTIST'S obligation to perform thereunder 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.

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.

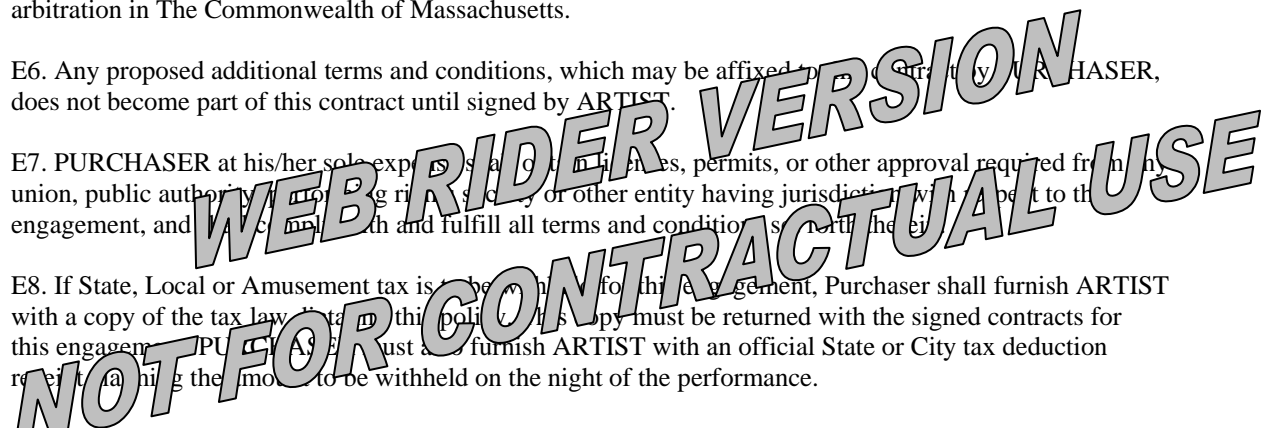
AGREED AND ACCEPTED

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
ARTIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



**Management:**

Red Light Management  
Ann Kingston & Chris Tetzeli  
PO Box 1467  
Charlottesville, VA 22902  
Tel: 434.245.4940  
Fax: 434.245.4933  
Email: [Ann@RedLightManagement.com](mailto:Ann@RedLightManagement.com)

**Contractual Issues / Booking Agent**

Todd Walker PH: 978-283-2883  
International Music Network FAX: 978-283-2330  
278 Main St EMAIL: [todd@imnworld.com](mailto:todd@imnworld.com)  
Gloucester, MA 01930

**Publicity & Interviews**

Red Light Management  
Ann Kingston  
PO Box 1467  
Charlottesville, VA 22902  
Tel: 434.245.4940  
Fax: 434.245.4933  
Email: [Ann@RedLightManagement.com](mailto:Ann@RedLightManagement.com)

**WEB RIDER VERSION  
NOT FOR CONTRACTUAL USE**

VUSI MAHLASELA  
Travel, Hotel, and Hospitality Requirements  
Attachment A  
Current as of 12.07.2010

**GROUND TRANSPORTATION**

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 two (2) people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure.

**HOTEL ACCOMMODATIONS**

If PURCHASER is providing HOTEL ACCOMMODATIONS, a minimum of two (2) hotel rooms are required. The rooms shall be available until the day after the performance with the ARTIST to comply with checkout times and hotel rules. PURCHASER shall not be responsible for any extra charges during the stay of the ARTIST. PURCHASER shall provide the name, address and phone of the hotel being provided. PURCHASER shall provide two (2) recommendations for hotel accommodations. PURCHASER is not responsible for 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:

WEB RIDER VERSION  
NOT FOR CONTRACTUAL USE

## **HOSPITALITY AND DRESSING ROOMS**

### **DRESSING ROOMS**

PURCHASER shall provide at least one (1) comfortable, lockable and private DRESSING ROOM. These rooms shall be clean, dry, well-lit, heated or air-conditioned, shall contain the following:

- Electronic iron and board in each dressing room
- Nine (9) towels
- Two (2) sofas
- Two (2) full-length mirrors
- Tables

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 for two (2) persons:

### **AT LOAD-IN:**

- Constant supply of tea and coffee with honey and selection of pastries to be AVAILABLE ALL DAY
- One (1) case of room temperature water
- One (1) case of beer for men
- One (1) bottle of quality Red Wine
- Assortment of fruit: bananas, apples, oranges, avocados and pears
- One (1) box of "Throat Coat" Tea
- Raw Honey

### **ON STAGE:**

- One (1) case of room temperature water
- Eight (8) good size towels (NO BAR RAGS!)

### **HOT MEAL AFTER SOUNDCHECK (or at time to be arranged):**

Hot meal for two (2)

### **3 Course meal to include:**

1. Appetizers, salad or soup
2. Main course: Good quality **Vegetarian** meal (NO FAST FOOD)
3. Dessert options

**IF NO HOT MEAL IS AVAILABLE, THE PURCHASER AGREES TO PROVIDE ARTISTS THE SUM OF \$15 PER PERSON UPON ARRIVAL TO THE VENUE AS CATERING BUYOUT.**

**WEB RIDER VERSION**  
**NOT FOR CONTRACTUAL USE**

VUSI MAHLASELA  
TECHNICAL REQUIREMENTS  
ATTACHMENT B  
CURRENT AS OF 12.07.2010

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 two-hour sound check after completion of load-in and setup. The place of performance must be made available to the artist from 12 pm on the day of the engagement before theater is opened to the public. The doors cannot be opened without the **tour manager's approval**. Festival producers are required to comply with this policy unless otherwise agreed in writing with the artist's representative.

2. **PURCHASER** shall provide a minimum of two (2) stage-hand trucks for loading, 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 for performance. If ARTIST is arriving and departing by air, **PURCHASER** shall provide for the equipment to be loaded and transported by from the airport and the vehicle a cargo van. When possible, the van will accompany the other vehicles transporting the ARTIST to the airport.

3. **STAGE:** The stage shall be a minimum of 25' x 15' x 2' high with a minimum stage ceiling clearance of 10', and 4 legs. The stage must be accessible in a manner other than through the audience.

4. **AT NO TIME DURING THE PERFORMANCE SHALL THE MAINS SUPPLY BE SWITCHED OFF**

5. **BACKLINE: TECHNICAL REQUIREMENTS ARE MINIMAL**

- D.I Box for acoustic guitar
- Vocal mic
- Tall boom mic stand for vocals
- One stool

6. **SOUND REQUIREMENTS: DETAILS TO FOLLOW**

7. **MERCHANDISE:** House will not take more than 10% (ten percent) of CD sales. All other merchandise is subject to negotiation.

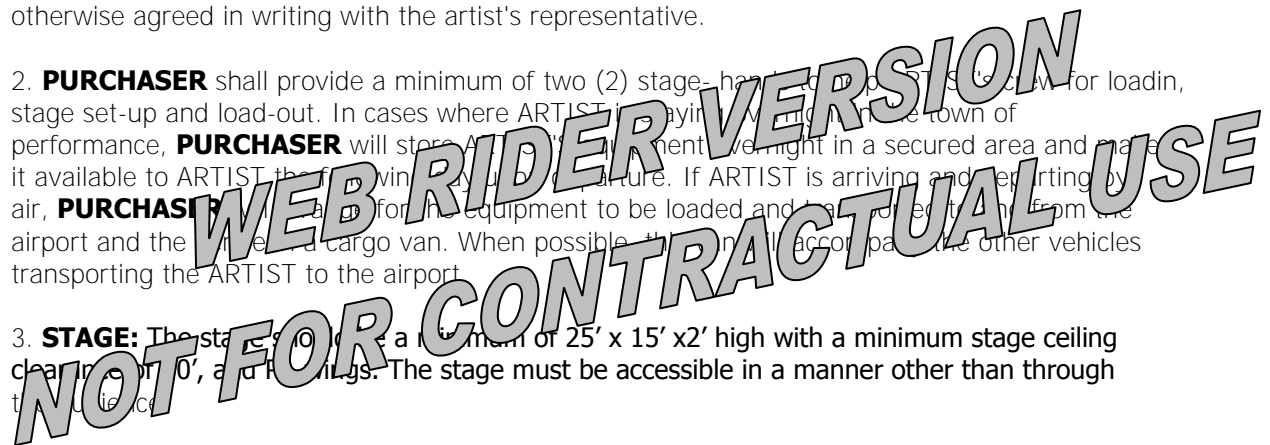
AGREED AND ACCEPTED

\_\_\_\_\_  
PURCHASER

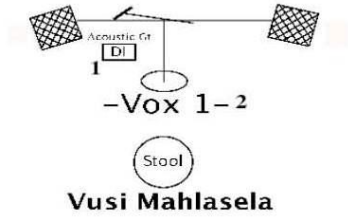
\_\_\_\_\_  
ARTIST

\_\_\_\_\_  
DATE


\_\_\_\_\_  
DATE



Vusi Mahlasela 2010  
AUDIENCE



- 1 Acoustic DI
- 2 Vocal 1

 = Monitor

**WEB RIDER VERSION**  
**NOT FOR CONTRACTUAL USE**

Mix with 3 octave graphic eq.  
speakers (2 wedges)