



CONTRACT RIDER

ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for **Masayuki Hirano** (who's company, contractors, agents, employees, licensees and designees are hereafter referred to as "PRODUCER") furnishing the services of **BIGYUKI** (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. Billing on all advertising and publicity must appear as follows:

BIGYUKI (100%)

A2. ARTIST is to receive 100% star billing on ALL publicity releases and paid advertisement including without limitations - programs, all electronic media, flyers, signs, newspaper ads, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by ARTIST OR HIS REPRESENTATIVE.

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 **fifteen (15)** 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

C. TRAVEL AND HOSPITALITY REQUIREMENTS

PURCHASER TO PROVIDE AND PAY FOR:

GROUND TRANSPORTATION for a minimum of four (4) personnel (3 band/1 crew) plus luggage and instruments/instrument cases between airport, hotel, concert venue, and return to airport upon departure.

We require a FULL SIZED SUV or a van with cargo area.

HOTEL ACCOMMODATIONS, PURCHASER shall provide the number of rooms agreed upon in Section 5 of the contract face. All rooms must be nonsmoking king single rooms with a large bed (no double bed) in a minimum of a 4-star hotel (with a full gym, wireless internet, and air conditioning, etc) in.

The room shall be available until the day after the performance with the ARTIST to comply with check-out times and hotel rules. The PURCHASER shall not be responsible for any extra charges during the stay of the ARTIST. Please, try to arrange an early check-in when the transport schedule makes it necessary.

Hotel recommendation (Please provide two):

Name _____ URL _____

Name _____ URL _____

DRESSING ROOMS SUFFICIENT FOR FOUR PERSONNEL preferably two well furnished rooms within easy access to clean and private lavatories. Towels shall be provided for ARTIST'S use in dressing rooms and on stage.

SECURITY shall be provided at all times to insure the safety of the ARTIST'S personal instruments and personal property from the beginning of load-in to completion of load-out. The entire stage and backstage must be kept free of all non-critical personnel before, during, and following the performance.

HOSPITALITY

Upon arrival at the venue, please provide refreshments in quantities sufficient for four (4) persons. BAND REQUESTS (AND APPRECIATES) THAT ALL FOOD AND BEVERAGE ITEMS SERVED BE NATURAL, FRESH AND AS FREE FROM PROCESSING AS POSSIBLE

Food and beverages consisting of:

- 6-pack locally brewed beer
- 6 bottles of water
- Fresh brewed hot coffee
- Fresh hot tea with lemons and sugar
- Vegetables & fruits platter

All necessary condiments and tableware. All food must be set up in a separate dining area accessible to musicians only.

HOT MEAL after sound-check or after performance (ARTIST'S preference) to serve four (4) persons. Dinners should be fresh, high quality food consisting of chicken or fish, and vegetarian with a choice of potatoes, rice, pasta, vegetables, salad, and beverages.

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

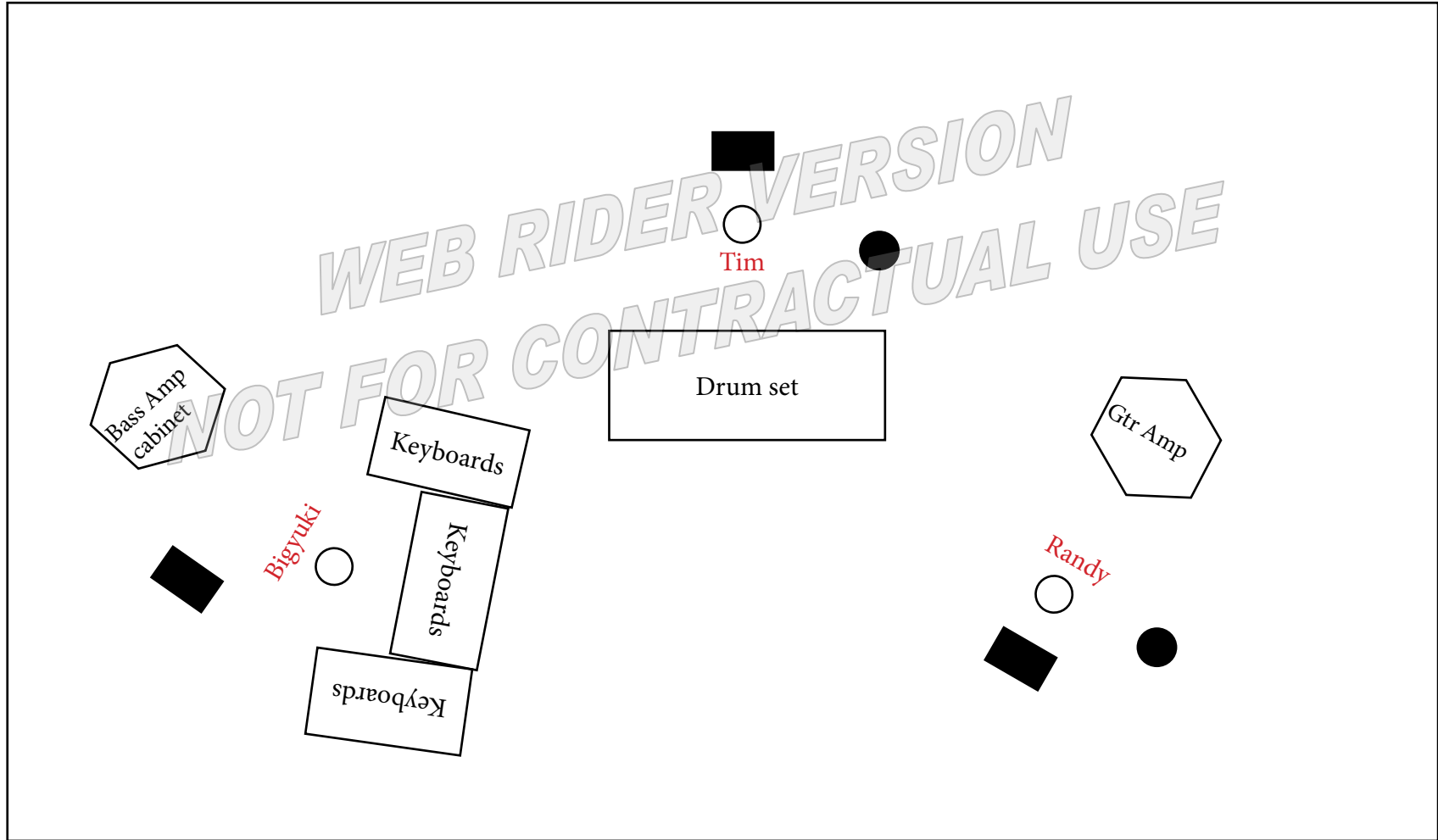
INFORMATION LIST

The following information list is to be returned with the contracts

- 1) DATE OF PERFORMANCE _____ CITY _____
- a. Name of venue _____
 - b. Address _____
 - c. Production Phone # _____
 - d. Production Email _____
- 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 MARKETING DEPT _____
- 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 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!

BIGYUKI
stage plot



↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑

audience / audience / audience / audience / audience

■ *Monitor

● *DI box

BIGYUKI backline request

BIGYUKI:

ONE (1) Nord Stage 3 Compact
ONE (1) Roland EV-5 control pedal
TWO (2) Sustain pedal with polarity switch (M-audio preferred)
ONE (1) Bass amp cabinet w/head (Aguilar preferred)
THREE (3) Single tier keyboard stands
ONE (1) Table top for bass synth and pedals
ONE (1) Bar stool

**artist will bring and travel with:*

ONE (1) Prophet 6
ONE (1) Synth Bass
ONE (1) Op-1 sampler

Tim Smith:

Preferred Drum Kit Brand: Yamaha Custom
TWO (2) Snare drum - size: 14 x 6.5 AND 14 x 8
ONE (1) Kick drum - size: 22"
FOUR (4) Toms- size: 10", 12", 14", and 16"
FOUR (4) Cymbal boom stands
ONE (1) Hi-hat pedal
ONE (1) Kick drum pedal: DW 9000
Drum throne

ONE (1) Roland SPD-SX

Randy Runyon:

ONE (1) Fender Hot Rod Deville amp