Carolyn Martin's Swing Band

PERFORMANCE / TECHNICAL RIDER

THIS RIDER IS ATTACHED TO AND MADE A PART OF THE CONTRACT DATED _______

BETWEEN CAROLYN MARTIN (HEREINAFTER REFERRED TO AS ARTIST) AND

(HEREINAFTER REFERRED TO AS PURCHASER)

All terms and provisions hereinafter and hereinbefore in any and all advertising and publicity issued, pertaining to the engagement hereunder.

Performance fees / Licensing: IT IS THE PURCHASER'S SOLE RESPONSIBILITY TO INSURE PROCUREMENT AND PAYMENT OF ANY APPLICABLE AND NECESSARY PERFORMING RIGHTS LICENSES & FEES

Dressing Room/Hospitality

- 1. Purchaser will provide Artist and band with at least two adequate dressing rooms with a door that can be locked and items secured while Artist and band are performing and shall be accessed by authorized persons only. Said dressing rooms are not to be shared with any other individuals.
- 2. Purchaser will be solely responsible for the security of items left in the dressing room area while Artist and band are performing, during any intermissions and upon completion of program.
- 3. Purchaser agrees to provide large deli tray, assorted sandwiches, cookies / snacks, coffee (with cream or milk), apple and orange juices, 24 bottles of water, eight (8) large towels and sixteen (16) hand towels in the dressing room area at time of load-in
- 4. A hot meal for up to eight people no later than two hours prior to show time.

Accommodations

Purchaser agrees to provide suitable accommodations for the Artist and band:

One (1) NON-SMOKING KING ROOMS and Three (3) NON-SMOKING DOUBLES within a reasonable distance from venue and must be of Holiday Inn quality or better.

Artist and band shall be housed on venue property when such accommodations exist. -

Accommodations must be made available the day prior to performance as well as the day of performance. Please reconfirm this with Artist's representative prior to making reservations.

Casino Accommodations / Meals (where applicable)

- 1. Meals will be provided for Artist and band at restaurants / buffets on casino or hotel property during engagement. The equivalent to \$50 per day per person, or meal tickets valued at \$25 each for 2 meals per day per person are required.
- 2. Hotel rooms will be provided for Artist and band the night before the performance and be available until checkout time the day following the performance. On multiple day engagements, rooms must be available the night before the first performance and until check-out time the day following the last performance

Ground Transportation & Backline (IF APPLICABLE)

Should this performance require air transportation, Purchaser agrees to supply all local ground transportation and backline equipment as outlined:

1 large passenger van to accommodate 8 people and their luggage and instruments to and from airport, venue, hotel and any and all promotional activities.

Backline Equipment (For Fly Dates ONLY - otherwise artist will supply all backline)

Three Fender Deluxe Reverb amplifiers (or equivalent combo amp) with 1x12" speaker and between 25 and 40 watts. - One bass amp with at least 150 watts RMS power, with 2x10" or 1X15" speakers. SWR or Ampeg amps preferred. 5 piece drum set with complete hardware a 22" kick drum and 10", 12" and 14 toms. Drums should be a reputable brand (Gretsch, Ludwig, Pearl, etc., and should NOT be the economy or student line. Optional: Upright Bass, if possible (not a requirement).

Lights, Sound, and Stage Equipment (Production Manager must call 1 week in advance).

Contact: Dave Martin davemartin@javajivestudio.com

- 1. Purchaser agrees to furnish at his sole cost and expense the following items:
 - A. A first class, high quality sound system
 - B. A competent sound engineer to operate the sound system
 - C. A minimum of 16 mic/line inputs as well as a CD player for pre-show music.
 - D. 4 DI Boxes: Acoustic Guitar 1, Acoustic Guitar 2, Fiddle, Upright Bass,
 - E. 6 Mixes preferred, no less than 4

Mix 1: 2 wedges for Main Vocal Mix 2: 2 wedges for Side Fill Mix 3: 1 wedge for Stage Left Mix 4: 1 wedge for Stage Right Mix 5: 1 wedge for Drums

Mix 6: 1 wedge for Keyboard

- F. Microphones: 1 wireless hand held mic on a boom stand for Carolyn vocal
 - 4 mics (SM 58 or equivalent) for band vocals
 - 4 mics (SM 57 or equivalent) for guitar amps

Appropriate microphones for drum set include:

- 1 Sure Beta 52, Beta 91 or equivalent for Kick
- 1 Shure SM 57 or equivalent for snare
- 3 Sennheiser MD 421 equivalent for toms
- 1 Shure SM81 or equivalent for hi-hat
- 2 Shure SM81 or equivalent for overheads
- G. High quality, professional stage lighting, including one (1) carbon-arc type follow spot with operator.

3. Load-in, Load-out

- 1. At least 2 people need for load-in, load-out
- 2. Sound and/or lights will load-in 5 hours prior to show
 - a. 3 hours on load-in (including ringing out sound)
 - b. 1 hour for sound check
 - c. 1 hour for dinner

Billing

- 2. Only images of Carolyn Martin as provided by the Artist/Agent may be used.
- 3. Where the Artist is headlining, Artist shall receive 100% sole star billing in any and all advertising and publicity issued, including but not limited to airtime, newspaper and trade ads, flyers, posters, billboards, marquees, etc.
- 4. Artist shall have the right of approval of all press and publicity pertaining to the engagement hereunder.

Merchandising

Artist, or its designee, shall have the sole and exclusive right to sell (or license the right to sell) and distribute merchandise of any kind at the engagement including without limitation, merchandise containing the name, voice, likeness and logo of Artist and any member thereof (collectively "Artist Merchandise"). Unless otherwise agreed to in writing, Artist shall retain 100% of the gross receipts resulting from the sale of Artist merchandise.

Purchaser shall provide, at its sole cost, a well lit, secure, prime location and table for merchandising.

<u>Cancellation:</u> Purchaser agrees that Artist will have the right to cancel this agreement without liability upon notice to Purchaser not later than thirty (30) days prior to the first day of the engagement in the event that Artist has been retained to appear in any motion picture, television motion picture, television series or special, and/or any Las Vegas, Tahoe, Reno, or Atlantic City type engagement.

FORCE MAJEURE

- 1. ARTIST'S obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, and any act or order of any public authority or any cause, similar or dissimilar, beyond ARTIST'S control.
- 2. Provided ARTIST is ready, willing and able to perform, PURCHASER agrees to compensate ARTIST in accordance with the terms hereof regardless of Act of God, fire riot, strike or any event or events of any kind or character whatsoever, whether similar or dissimilar to the foregoing event which would prevent or interfere with presentation of the show hereunder.

Miscellaneous

AGREED TO AND ACCEPTED BY:

- 1. Purchaser shall not raise/lower ticket price or increase/decrease venue capacity as set forth on the face of this contract without Artist/Artist's representative prior written approval. If ticket prices or venue capacity and/or gross potential are increased without such approval, 100% of any excess revenue generated from the unauthorized increase will be paid in full to ARTIST in CASH ONLY immediately upon the completion of performance. If ticket prices or venue capacity and/or gross potential are decreased, without such approval, and therefore Artist's walk out potential is reduced, 100% of Artist's original walkout potential will be paid in full to ARTIST immediately prior to performance on the day of show.
- 2. Purchaser shall not commit Artist to any personal appearances, interviews, or any other type of promotion without the prior consent of Artist Management. There shall be no press parties or appearances before a special group set up without the express permission of Artist Management.
- 3. No part, portion or segment of the performance shall be reproduced, either through audio or visual means, without the prior, written permission of Artist Management.
- 4. Artist shall receive up to ten (10) complimentary tickets if requested.
- 5. No complimentary tickets to be issued by the buyer without prior permission from Artist Management
- 6. Absolutely no advertising until full 50% Deposit is paid, without prior written approval from Artist Management.
- 7. Buyer must start advertising of this engagement no less than thirty (30) days prior to play date.

IT IS UNDERSTOOD AND AGREED THAT PURCHASER WILL NOT ADD TO, DELETE FROM OR MAKE ALTERATIONS IN THE CONTRACT OR CONTRACT RIDER WITHOUT THE PRIOR WRITTEN CONSENT OF ARTIST MANAGEMENT. THIS RIDER TOGETHER WITH THE CONTRACT ATTACHED, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

| Purchaser | Date | Carolyn Martin (Artist) | Date |
|-----------|------|-------------------------|------|