

PAUL PERESS RIDER

The rider enclosed with this contract and the specifications therein are deemed necessary in order to present the best possible show and is part of the attached contract. If you have any difficulty fulfilling the requirements herein, please contact Band Management.

The attached rider is made part of the contract dated: _____ between Pull Press Productions Inc. f/s/o Paul Peress (hereinafter referred to as "Artist") and _____ (hereinafter referred to as "Purchaser").

1. **METHOD OF PAYMENT:** All payments shall be made by certified check, cash or wire transfer. A deposit in the amount of \$ _____ shall be made payable to PAUL PERESS at least 30 days prior to the engagement. Day of show payments shall be made in cash, company check or certified check. If payment is made by certified check, it shall be made payable to Grace Note Productions, Inc.
2. **BILLING, ADVERTISING AND PROMOTIONS:** In cases in which Artist is headlining, purchaser agrees to the following:
 - a. Artist shall receive 100% Headline Billing in any and all advertising and publicity, including but not limited to: display advertising, programs, posters, flyers, signs, lobby boards and marquees.
 - b. All support act billing is subject to Artist approval.
 - c. No other name or photograph shall appear in type with respect to font, thickness, or boldness and prominence of the type accorded Artist, and no other name or photograph shall appear equal with or above the name of Artist.
 - d. Purchaser shall make every attempt to send advanced copies of all ads to Artist or Artist's representatives for approval prior to ads running.
3. **PRODUCTION:** Purchaser shall provide to Artist all sound, lighting, and staging equipment as outlined in Addendum "A" of this rider. All production costs are hereby deemed the sole responsibility of Purchaser. In cases where the Artist is headlining, contracted show times, set lengths and content of any and all supporting acts relating to the engagement shall be subject to Artist's sole discretion. Artist shall have the sole right to designate and change the performing personnel. It is specifically understood that the Artist and Artist's representatives shall have the sole and absolute authority in directing personnel operating all sound, lighting, and staging equipment during rehearsal and each performance scheduled herein. Artist and all of Artist's personnel shall be respectful of Purchaser's obligation to local curfew, overtime charges, etc., but in no way shall be liable for any additional costs or ramifications incurred. No later than two (2) hours prior to the doors opening for a period of no less than 90 minutes, Artist shall have the right to a full sound check which will be mixed by the Artist's sound engineer and monitor mixer or Purchaser's sound engineer and monitor mixer, whichever Artist chooses. Artist's sound check is closed to any and all unauthorized personnel.

* Backline subject to change.

4. **CATERING AND DRESSING ROOMS:** Purchaser shall provide Artist with adequate catering and dressing rooms as outlined in Addendum "B" of this rider.

5. TRAVEL AND ACCOMMODATIONS – When Purchaser is providing and paying for Artist’s travel and/or hotel accommodations, Purchaser shall meet the following Artist requirements:
 - a. First class or business class flight for Artist
 - b. One (1) hotel suite for Artist
 - c. One (1) small refrigerator in Artist’s hotel suite
 - d. Economy class flights for each individual member of Artist’s band and crew
 - e. Standard hotel rooms for each individual member of Artist’s band and crew
6. ADVANCE OF PERFORMANCE: Purchaser shall contact and assist Artist’s tour manager or representative to finalize all production details concerning the engagement and to assist in making arrangements for hotel accommodations, transportation, etc. Purchaser shall provide contact information for each of Purchaser’s key personnel.
7. APPROVAL OF OTHER PERFORMERS: In cases where Artist is headlining, Purchaser agrees that the appearance of any other acts on the same bill will be subject to Artist’s approval. Purchaser agrees there will be no Master of Ceremonies, no welcoming speeches, no introductions, and no ceremonies except as directed by Artist. Further, any expenses that Purchaser may incur as a result of support acts, other than agreed upon performance fees, may not be charged against Purchaser’s expenses used to calculate Artist’s percentage fee, unless Purchaser is directly authorized in writing by Artist’s personal manager or tour manager to do so.
8. REPRODUCTION OF PERFORMANCE: Purchaser will not permit the recording or broadcast—audio and/or visual—of Artist’s performance without the express written consent of Artist. Purchaser will deny entrance to venue to any persons with audio or video recording devices. In the event that the Purchaser, his agents, employees, contractors, etc. reproduce or cause to be reproduced Artist’s performance in the form of film, tapes, or any other means of audio or video reproduction, Purchaser shall deliver upon demand by Artist all of the same (together with any and all masters, negatives and other means of reproduction thereof) to Artist or Artist’s representatives at Purchaser’s sole cost and expense.
9. SPONSORSHIP: Artist must authorize all forms of sponsorship--whether part of an ongoing series or specifically for Artist’s show.
10. PURCHASER EXPENSES: In cases in which Artist is being paid on a percentage basis, Purchaser agrees to provide Artist or Artist’s representative on the day of the engagement (no later than one hour after the first performance begins) with a complete, detailed expense report and accompanying back-up information, including but limited to: invoices, contracts, tear sheets, affidavits, etc. to be examined and verified by Artist’s representative. If Purchaser does not provide this information, all expenses will be disallowed, and Purchaser will not be allowed to charge said expenses against the settlement of the engagement used to calculate Artist’s percentage fee.
11. COMPLIMENTARY TICKETS: Purchaser shall provide no less than 10 complimentary tickets for Artist’s use at each and every performance at no cost to Artist.
12. TAXES: Purchaser shall pay and hold Artist harmless of and from any and all taxes, fees, dues, etc. relating to the engagement hereunder, and the sums payable to Artist shall be free of such taxes, fees, dues, etc.
13. INTERNATIONAL TRAVEL: In the event the venue of performance is outside the United States, Purchaser agrees to procure, at his sole expense, for Artist and traveling party, the necessary visas, work permits, and other documents of any nature whatsoever necessary or usually obtained to enable Artist to render her services hereunder. Also, Purchaser shall be responsible for, and indemnify and hold Artist harmless from and against all local, municipal, country or government taxes, fees or levies on all income

earned by Artist or Artist's employees while in the country or countries covered by this contract.

14. **MERCHANDISING:** Artist reserves the right to sell merchandise at the show and retain all proceeds. Purchaser shall provide proper concession stands and concession locations throughout the venue that are visible and easily accessible to patrons. Purchaser, at the request of Artist, shall provide concessionaires to sell Artist's merchandise. Purchaser shall further, upon request of Artist, provide a suitable, lockable room for storing and distributing merchandise to concession stand sellers.

15. **SECURITY:** Purchaser agrees to supply sufficient security and safety in and around the venue for Artist, Artist's personnel and patrons attending the performance. Special security considerations will be made by Purchaser for the dressing room, backstage, equipment area, production office, front of stage, sound console, monitor console, lighting console, bus and truck parking, merchandising and concession area of the venue in order to adequately protect these areas from unauthorized personnel, theft, damage, fire, etc. Only Artist-produced or Purchaser approved credentials for admittance to restricted areas shall be honored by Purchaser's security personnel. An Artist representative will advise Purchaser of the credential system that will be used prior, during, and after the performance.

16. **INTERVIEWS:** Artist or Artist's representative will approve any and all radio, television, newspaper and/or magazine interviews requested in conjunction with this performance requiring participation of Artist or Artist's personnel.

Any pre show interviews, meet and greet, or CDs signings shall be pre approved by management.

17. **INSURANCE:** Purchaser agrees to provide comprehensive general liability insurance (including without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by Artist and/or her employees, contractors and agents). Such liability insurance shall be in the amount required by the venue, but in no event shall it be less than One Million Dollars (\$1,000,000 US) with a combined single limit for bodily injury and property damage. Such insurance shall be in force and effect at all times while Artist or any of Artist's agents or independent contractors are in the place of performance. Artist shall be named additionally insured under such insurance and this shall be indicated on the pertinent certificate of insurance. Purchaser also agrees to provide a policy of Workman's Compensation covering all of Purchaser's employees or third-party contractors. Purchaser further agrees to provide full all-risk insurance coverage for all equipment and instruments provided by Artist and/or her employees, contractors, and agents that will protect against fire, vandalism, theft, riot, or any other type of act or event causing harm or damage to or loss of instruments so provided. Purchaser shall furnish certificates of insurance relating to the coverage listed above to Artist at least 14 days prior to the engagement. Artist's failure to request or review such insurance certificates shall not affect Artist's rights or Purchaser's obligations hereunder. The Purchaser warrants that he has complete and adequate public liability insurance. This certificate must be produced to Artist upon request.

18. **CANCELLATION:** Artist reserves the right to cancel and terminate this contract and the services to be rendered hereunder, without liability, on 30 days prior written notice to Purchaser.

19. **FAILURE TO FULFILL OBLIGATIONS:** Each one of the terms and conditions of this contract is of the essence of this agreement and necessary for Artist's full performance hereunder. In the event Purchaser refuses or neglects to provide any of the items herein stated and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to Artist

by Purchaser, and Purchaser shall remain liable to Artist for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, Artist shall have the right to demand the payment of the guaranteed compensation forthwith, and Artist shall have the right to cancel this engagement by notice to Purchaser to that effect; and in such event, Artist shall retain amount theretofore paid to Artist by Purchaser.

20. **MODIFICATION OF CONTRACT:** It is understood and agreed that the contract may not be changed, modified, or altered, except by an instrument in writing, signed in accordance with the law of the state of California. This contract may not be assigned, changed, or altered except by an instrument in writing signed by the parties involved. Nothing in this agreement shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over services of Artist or over the performances hereunder. Whenever there is a conflict between any provisions of this contract and any law, or rule or regulation of any union, guild, or similar body, such law, rule or regulation shall prevail, and this contract shall be modified to the extent necessary to eliminate such conflict. This is the sole and complete agreement between the parties with respect to the engagement. Nothing in this contract shall be construed to constitute the parties as 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.
21. **PURCHASER ASSUMES LIABILITY:** Purchaser hereby assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the show in which Artist is to appear hereunder unless provided otherwise.
22. **FORCE MAJEURE:** Artist's obligation to furnish the entertainment unit referred to herein is subject to 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 beyond Artist's control. Provided Artist is ready, willing and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof regardless of any of the occurrences described above in this paragraph that would preclude Artist from performing this engagement.
23. **INDEMNIFICATION:** Purchaser agrees to indemnify and hold harmless Artist and employees, contractors and/or agents from and against any claims, costs (including attorney 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 consequence of the engagement. Purchaser shall also indemnify and hold harmless Artist and her employees, contractors, and/or agents from and against any and all loss, damage, and/or destruction occurring to Purchaser's employees', contractors' or agents' instruments and equipment at the place of engagement, including, but not limited to, damage, loss or destruction caused by Act of God.
24. **CHOICE OF LAW/FORUM:** This agreement shall be deemed made and entered into in the State of California and shall be governed by all of the laws applicable to agreements wholly to be performed therein.
25. **ANTICIPATORY BREACH:** If on or before the date of any scheduled performance hereunder, the financial standing or credit of Purchaser has been impaired or is unsatisfactory, Artist shall have the right to demand payment forthwith of the guaranteed compensation specified in the contract; and if Purchaser fails or refuses to make such payment forthwith, Artist shall then have the right to cancel this agreement. In the event of such cancellation, Artist shall have no further obligation to Purchaser hereunder, and shall retain any monies theretofore paid to Artist by Purchaser.

26. PARAGRAPH HEADINGS: Paragraph headings are inserted in this rider for convenience only and are not to be used in interpreting this agreement.

Your signature below and initials on each page constitutes acceptance of the prescribed terms as detailed in the above pages and the addendums attached herewith.

AGREED TO AND ACCEPTED:

_____ Date: _____
PURCHASER

AGREED TO AND ACCEPTED:

_____ Date: _____
ARTIST

ADDENDUM "A"
Paul Peress Project
Production Requirements

Purchaser agrees to provide all equipment and all technical personnel to produce a high quality, professional production. This includes, but is not limited to, all house and stage sound, lighting, staging, transportation, accommodations (if applicable), etc., to insure a successful performance. The following are the minimum production requirements to be provided by Purchaser for Artist's performance. They are subject to change at Artist's sole discretion. Any detail not covered herein or any questionable item shall be discussed between Purchaser and Artist and/or Artist's representative and shall be subject to Artist's approval.

1. SOUND SYSTEM. Purchaser shall provide at Purchaser's sole cost and expense a professional concert sound system in perfect working order which includes the following:
 - a. House P.A. System. This will be a professional stereo quality system capable of providing high quality sound to the entire venue evenly without severe variation.
 - b. Purchaser shall provide a multi-cable (a.k.a "snake") having at least 40 balanced lines from the stage mix position that is long enough to be routed over doorways and away from heavy traffic areas in which it may be damaged. Each line must be able to be split into the monitor console. The "snake" from mix position to amp racks must also be long enough to route safely and must contain at least two (2) spare lines.
 - c. Monitor System. This will be a professional bi-amped system with "wedge"-style floor monitors for Artist and her band. The wedges shall be bi-amped. Side fills are necessary in venues where side fills are appropriate. A "listen wedge" shall be supplied for the Artist's and/or Purchaser's Monitor Engineer of the same type supplied for the Artist. The Artist should never have to "sing over" the band while on stage. The Purchaser shall provide all appropriate equipment to insure Artist will in no way adversely affect her vocal chords. The Monitor System shall be able to accommodate Artist-supplied ear monitor, though Artist may or may not use her ear monitor for the performance.
 - d. Front of House (FOH) Engineer and Monitor Engineer. Purchaser shall provide a professional Front of House Engineer to mix the house sound and a professional Monitor Engineer to mix the stage sound. Artist may also provide her own FOH Engineer and/or Monitor Engineer. If so, Purchaser's FOH Engineer and/or Monitor Engineer will work in conjunction with Artist's FOH Engineer and/or Monitor Engineer.
 - e. Front of House (FOH) Equipment. Purchaser shall provide a professional quality FOH console with a full range of appropriate FOH equipment to accommodate Artist. Console shall have a full range of vocal effects available for Artist, including reverb, delay, harmonizer, etc. The FOH console shall include the following:
 - 40 input channels each with four (4) band equalization, with each mid-section having sweepable frequency selection and adjustable bandwidth
 - At least eight (8) auxiliary outputs, each one being switchable to PRE, POST or OFF
 - At least four (4) VCA Masters
 - A spare power supply

Acceptable examples are: Soundcraft Vienna, Soundcraft 8000, Soundcraft Series IV, Gamble Harrison Alive Series, Yamaha PM 3000, TAC 9000, Ramsa.

- f. FOH Outboard Equipment. Shall include a full range of outboard gear to meet Artist's specifications. The following is an example of such Outboard Equipment. Purchaser should contact Artist's tour manager or other representative with a list of the equipment the Purchaser has available to insure it meets Artist's specifications:
- 2 x Furman PL + Power Conditioners
 - 4 x Digital Reverb Units (preferably Roland SRV 2000)
 - 1 x Eventide Ultra Harmonizer H3000 SE/B
 - 1 x TC Electronics TC 2290 Digital Delay Unit
 - 1 x 27 Band Real Time Analyzer with pink noise generator (preferably gold line)
 - 1 x Digital Recording Equipment
 - 3 x Noise Gates for use on any channel
 - 11 x Compressors for use on any channel
- g. Support Act Console. If Artist is headlining the engagement, Purchaser shall supply a FOH Console suitable for the support act(s)' requirements. It is agreed that Artist's console will be used for the Artist's performance only and that any other acts will use alternative consoles.
- h. Microphones, D.I.s. Purchaser shall provide a full complement of microphones and D.I.s to accommodate Artist. Artist shall provide a channel list to Purchaser. The channel list is subject to revision, and a representative of Artist must approve any proposed substitutions by Purchaser and Purchaser's FOH or Monitor Engineers.
- i. A.C. Electrical Power. Purchaser shall provide a "clean feed" that is adequate to power all backline, sound, lighting, etc. without interference. A qualified electrician shall be available at the venue from load-in continuously until the end of the performance. Electrician shall have a full and detailed knowledge of the venue's electrical system.
- j. Artist stage requirements. Purchaser shall provide one (1) stool or small table next to Artist on stage, which will be supplied with one (1) clean hand towel and one (1) room temperature bottled water (flat, non-carbonated) with cap removed.
- k. Monitor Console. Shall include the following:
- 32 channels, each with four (4) band equalization, with each mid-section having sweepable frequency selection and adjustable bandwidth.
 - At least 16 outputs, all of which must be routable on each input channel to PRE, POST or OFF.
 - A spare power supply.
- l. Monitor Outboard Equipment. Shall be situated next to the monitor console and shall include the appropriate equipment to professionally mix (8 discrete mixes) to Artist's specifications.
2. LIGHTING SYSTEM. Purchaser shall provide at Purchaser's sole cost and expense a professional lighting system in perfect working condition that includes the following:
- a. Lighting Rig. This will be a professional lighting rig in perfect working order (i.e., front truss, back lighting, spots, trees, par cans, etc.) that is appropriate for the venue and includes gels for all the lighting. Elements of the rig may vary

depending on dimensions of the venue. Purchaser shall provide Artist with a full list of lighting equipment for approval.

- b. Lighting Board. This will be a professional board in perfect working order that will allow Artist's Lighting Director or Purchaser's House Lighting Director to engineer and execute a high quality performance with variations in mood, color, and contrast.
 - c. House Lighting Director and Lighting Technicians. Purchaser shall provide a professional Lighting Director and Lighting Technicians to operate the lighting system if Artist does not provide her own.
 - d. A.C. Electrical Power. This will be from a different source than that supplied for the sound system. It shall be able to supply enough power to dimmer packs running at 100% without causing any breakers to trip.
 - e. Follow Spots. Purchaser shall provide two (2) Follow Spotlights with the appropriate personnel to run them. They shall be rigged well above the head height of the audience and so placed that they can light up any area of the stage.
 - f. An intercom system shall be provided to link the lighting board, follow spots and stage. All headsets shall be double muff type and the system shall be separate from the audio intercom system.
 - g. Gels. A full set of gels for all lighting shall be provided and utilized by Purchaser's Lighting Technicians.
3. BACKLINE. If provided for in this agreement, Purchaser shall provide Artist with backline equipment to meet Artist's specifications. Artist's representative shall provide Purchaser with such backline list for the engagement. Artist or Artist's representative must approve any substitutions of any equipment on this list.
4. LOCAL PERSONNEL. Purchaser shall provide at Purchaser's sole cost and expense the following personnel:
- a. One (1) Production Manager responsible for the entire local crew.
 - b. Three (3) Stage Hands to unload, set up and load out all equipment. At the instruction of Artist's representative, Stage Hands will load backline gear on stage prior to performance and load equipment off the stage after performance.
 - c. Two (2) instrument technicians capable of setting up, tending to, making adjustments to, and tearing down Artist's backline equipment. Such technicians will be professionally qualified to work with the backline of a professional touring artist.
5. GENERAL HOUSE REQUIREMENTS.
- a. Purchaser will not allow smoking in the first section of the venue to avoid smoke on stage.
 - b. At Artist's request, Purchaser shall turn off stage air conditioning during the performance. Two (2) large fans shall be provided on stage during the performance and used at Artist's discretion.
6. PRODUCTION AREA. Purchaser shall provide a private, lockable area with desks, chairs and at least one telephone line for use by Artist's personnel.

ADDENDUM "B"
Paul Peress
Catering & Dressing Room Requirements

Purchaser agrees to provide at Purchaser's sole cost and expense the following:

1. DRESSING ROOM & BACKSTAGE

- a. One private, comfortable, and secure dressing room for Paul Peress ("Artist") equipped with a full-length mirror, proper lighting, ample electrical outlets, and proper ventilation. Dressing room should include or be adjacent to or near a restroom with proper lighting, ventilation, a sink, toilet and mirror.
- b. One separate private, comfortable and secure dressing room for Artist's band equipped with mirrors, lights, appropriate ventilation, and ample electrical outlets. This room shall be large enough to accommodate eight (8) people. This dressing room should be near a restroom with proper lighting, ventilation, sink, toilet and mirror.
- c. One clean humidifier to be utilized in Artist's dressing room.
- d. A secure backstage area that meets the standards of Artist and/or Artist's representative.
- e. One (1) case of 24 bottles of room temperature bottled water (flat, non-carbonated). Should be stocked in Artist's dressing room and band's dressing room from Artist's arrival at venue until departure.
- f. 20 clean hand towels for use by Artist and her band on stage and backstage.
- g. Coffee and Soy Milk. Should be stocked from Artist's arrival at venue until departure.
- h. One (1) steamer and one (1) iron and ironing board for the cleaning and pressing of garments.

2. CATERING

- a. The following to be stocked backstage in Artist and band's dressing rooms and/or an area accessible to both dressing rooms:

1 case of room temperature non-carbonated bottled water (24 bottles)
Hot coffee and tea for 10 people

FOR BAND/CREW

24 cans of cold assorted soft drinks
1 12-pack of cold bottled ice tea
1 case of imported bottled beer (Heineken, Corona, Amstel Light or similar)
3 large bags of Non-Dairy chips, pretzels, etc.
1 large chilled fresh fruit platter
1 platter of Non-Dairy sautéed vegetables with sliced tomatoes and lettuce
1 loaf of wheat bread
1 loaf of white bread
1 jar of mustard

- b. The following to be stocked in Artist's dressing and/or green room:

1 fresh veggie/turkey tray – broccoli, celery, cucumber, tomatoes, turkey slices
Fresh fruit – fuji apples, strawberries, blueberries, raspberries
Whole raw Almonds (NOT smoked or salted)
Soy Milk
(3) large bottles Gatorade

(NO cheese, dairy, or meat for Artist)

- c. Hot, well-balanced meals for Artist and Artist's personnel (up to 10 people) available prior to or after Artist's performance (to be determined by Artist or Artist's representative) or meal buy out of \$20 per person.