



Performance Rider

Current as of: July 1, 2015

This performance rider is herewith attached to and made part of the contract dated on _____ between TODDSPLANET (herein referred to as "ARTIST") and _____ (herein referred to as "PURCHASER").

All payments are to be made in the form of Cash, Certified Check or Cashier's Check. A minimum non-refundable deposit of at least \$ _____ (a minimum payment of 50% of the final negotiated performance fee) is required upon the return of the contract to be made payable to TODDSPLANET and remitted to:

TODDSPLANET
PO BOX 74292
LOS ANGELES, CA 90004.

The balance of monies in the amount of the remaining 50% of the remaining balance of the final negotiated performance fee or total remaining balance is to be hand delivered to Todd Morse no later than 15 minutes before the performance (unless otherwise specified). In the event balance is not paid in accordance with this contract the ARTIST reserves the right to refuse to fulfill performance or appearance obligations at ARTIST's sole discretion.

Please read this rider carefully. It is part of the attached contract for TODDSPLANET (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 their 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.

This rider represents a general guideline for the requirements of ARTIST and does not imply any final requirements for booking ARTIST. Remember ARTIST would rather be entertaining than complaining.

A. INSURANCE AND INDEMNIFICATION

PURCHASER agrees to indemnify and hold harmless ARTIST from any cause, action, protest, or claim raised in relation to the services performed herein.

A1. PURCHASER shall provide workers compensation insurance for all of PURCHASER'S employees engaged in the Production and shall supply ARTIST with a certificate of insurance evidencing such coverage and naming ARTIST as additional insured with respect to any claims arising out of services rendered in connection with the Production.

A2. PURCHASER shall obtain and/or maintain, or cause the owner of the venue to obtain and/or maintain, comprehensive public liability insurance, of no less than \$1,000,000 per occurrence, and \$1,000,000 in the aggregate, covering any damage or injury to third parties in connection with the Production, naming ARTIST as additional insured, and shall provide ARTIST with a certificate of insurance evidencing such coverage.

B. CANCELATION

B1. ARTIST maintains the right to cancel the engagement upon written notice to PURCHASER not less than thirty (30) days prior to the date of the performance.

B2. RAIN OR SHINE: In the event this show is not presented or ARTIST is unable to perform because of inclement weather and ARTIST is present and ready to perform, PURCHASER must pay ARTIST in full.



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B3. FORCE MAJEURE: ARTIST'S obligation to perform as referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, and means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, and any act or order of any cause, similar or dissimilar, beyond

C. LICENSES AND PERMITS

C1. PURCHASER shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations and the like required or requested by any union, guild, governmental authority, performing rights society, venue owner, or any third party in connection with (1) the Engagement; and (2) ARTIST'S exercise of any rights granted herein. PURCHASER agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues, and fees applicable thereto.

C2. Upon request, PURCHASER shall provide ARTIST with evidence of the foregoing; provided that ARTIST'S failure to request or review same shall not be deemed a waiver of PURCHASER'S obligations or ARTIST'S rights hereunder.

D. ADVERTISING AND PROMOTION

NO RECORDING, TAPING, BROADCASTING, OR FILMING OF ARTIST'S PERFORMANCES WILL BE PERMITTED WITHOUT AN EXPRESSED WRITTEN AGREEMENT WITH ARTIST. FINAL APPROVAL TO BE CLEARED BY ARTIST.

D1. HEADLINE ACT: Unless otherwise stated to the contrary in this contract, ARTIST shall receive 100% sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards, and marquees.

D2. ARTIST shall have approval over each of the foregoing. No other name or photograph shall (1) appear in equal or larger type with respect to size, thickness, boldness, or prominence than the type afforded ARTIST; nor (2) shall appear on the same line or above the name or likeness of ARTIST.

D3. SUPPORT ACT: If this contract calls for ARTIST to perform as a support act, then ARTIST shall receive 100% special guest star billing in any and all advertisements and/or publicity including, but not limited to, stated in previous paragraph. ARTIST shall have approval over all advertising and promotions. If requested, PURCHASER agrees to use all ad mats, photographs, and other material provided by ARTIST Upon sell-out of an Engagement, PURCHASER shall promptly stop all advertising in connection therewith.

E. INTERVIEWS, PERSONAL APPEARANCES AND RECORDING

E1. For Publicity and Special Promotions, contact ARTIST for approval. All interviews (advance and/or on-site), press conferences, special promotions, or other publicity needs or requests involving ARTIST must be cleared prior to engagement through ARTIST.

E2. In the event this engagement will be presented, promoted, co-promoted, and/or sponsored by radio station(s), PURCHASER shall notify ARTIST of any station playing this role prior to making the commitment for approval. PURCHASER shall coordinate with ARTIST for approval.



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E3. ARTIST reserves the right to record the show for reference purposes only. All other forms of recording, including audio, video, television, radio and all forms of digital recording are forbidden without prior written permission from Artist or their representatives for each occasion. Professional photography is permitted during first three songs of the show for publicity.

F. RETURN OF CONTRACT

F1. PURCHASER agrees to sign and return this Rider and Contract to ARTIST, within ten (10) days from the issue date of the Contract; otherwise, ARTIST shall have the right to cancel the Engagement upon notice thereof without liability. ARTIST'S failure to exercise its right to cancel the Engagement upon the completion of said ten (10) day period should not be deemed a waiver of ARTIST'S right to cancel the Engagement at any time thereafter.

G. CREATIVE CONTROL, SOUND CHECK AND SET LENGTH

****To be discussed with ARTIST during advance****

G1. ARTIST shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound check, sound and lighting systems and their length of performance, stage sets, curtains, backdrops, props, song selection, manner of performance, and any music, film, or video played to patrons at any time during the Engagement including prior to performance and during intermissions. ARTIST is guaranteed adequate time for sound check and a minimum, but not limited to, a thirty (30) minute set.

H. SECURITY

****To be discussed with ARTIST during advance****

H1. PURCHASER is solely responsible for providing security in connection with the Engagement.

H2. PURCHASER shall provide and pay for the adequate security for the protection of all persons and property in connection with the Engagement including, without limitation ARTIST, (and each of their respective employees, agents, contractors, equipment, and patrons.

H3. PURCHASER shall guarantee security from thirty (30) minutes before scheduled load-in time until completion of load-out and any signing of autographs or personal appearances by ARTIST after show.

H4. PURCHASER shall provide a secured parking area for ARTIST and Artist's Representatives. Area should be easily accessible to venue load-in doors, dressing rooms, and stage.

H5. At least one (1) uniformed security guard will be assigned to ARTIST'S vehicle or vehicle(s) from arrival on site until departure. This security guard will be assigned exclusively to this duty and not assigned any other second duty.

H6. When ARTIST meets with any "Meet and Greet" participants or VIP Backstage Pass holders, PURCHASER shall designate and provide a secure backstage area that is clean, dry, well-lit, air-conditioned, and/or heated.



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H7. When ARTIST interacts with the public before or after the performance, it is usually at the merchandise stands, and takes place after each performance. PURCHASER agrees to supply the same as aforementioned.

H8. PURCHASER must also provide adequate security guards for the following:

1. Dressing room area from load-in through load-out.
2. Mixing consoles for sound and lights.
3. All entrances to the backstage area.
4. The auditorium including both sides and center of the stage.

H9. All security personnel shall function at the direction of PURCHASER and ARTIST and should be present for a meeting with ARTIST at least thirty (30) minutes prior to the opening of the venue doors to the public.

I. MERCHANDISING

****To be discussed with ARTIST during advance****

I1. ARTIST shall have the sole and exclusive right, without obligation to any party, 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'S MERCHANDISE"). Unless otherwise agreed to in writing, ARTIST shall retain 100% of the gross receipts resulting from the sale of ARTIST'S MERCHANDISE.

I2. PURCHASER shall provide, at its sole cost, well lit, securely covered, prime locations for vending including: lights, electric outlets, at least two (2) eight-foot tables, and adequate display space. Upon request from ARTIST, PURCHASER shall provide competent, well able bodies to vend ARTIST'S MERCHANDISING at no extra cost to ARTIST.

I3. PURCHASER shall, at its sole cost, prohibit the sale or distribution of all unauthorized or so-called "bootleg" merchandise on or adjacent to the venue. No "Event Merchandise" can be produced using ARTIST'S name or likeness without **PRIOR APPROVAL IN WRITING BY THE ARTIST.**

J. DOMESTIC TRAVEL

****To be discussed with ARTIST during advance****

J1. If the Engagement is to be performed at any VENUE greater than a distance of 50 miles from Los Angeles, California but within the continental United States then PURCHASER agrees to procure, at its sole expense, the necessary travel accommodations to enable ARTIST, ARTIST'S representatives and their equipment to arrive at VENUE with adequate time to render their services hereunder.

On such Engagements where PURCHASER is unable to provide travel accommodations PURCHASER agrees to provide, at their sole cost, a cash buyout for each member of ARTIST'S representatives (up to 13 persons).



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K. INTERNATIONAL TRAVEL

****To be discussed with ARTIST during advance****

K1. If the Engagement is to be performed outside the limits of the continental United States, PURCHASER agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable ARTIST, entourage, and their equipment to enter and leave the country of the Engagement and for ARTIST and ARTIST'S representatives to render their services hereunder.

K2. PURCHASER shall cause the foregoing to be provided to ARTIST (in writing) in a timely manner. To the extent, PURCHASER requests any information or documents from ARTIST in connection therewith, such requests shall be in writing and shall be made in a timely manner.

L. DRESSING ROOMS

****To be discussed with ARTIST during advance****

L1. PURCHASER agrees to provide two (2) large rooms for ARTIST. Both rooms shall be well-lit, clean, dry, heated and/or air conditioned with a shower, sink, toilet, AC outlets, and mirrors. Thirteen (13) towels, thirteen (13) hand towels, and soap are required in ARTIST'S rooms. Also, whenever possible, an outside phone line is appreciated in each room.

L2. Dressing rooms must be clean and ready for ARTIST'S use upon arrival time at venue. Dressing rooms must be capable of being locked with keys and presented to ARTIST upon arrival at venue. If locks are not available, a security guard must be present outside each room from the time of scheduled load-in until ARTIST has left the grounds.

M. CATERING

****To be discussed with ARTIST during advance****

M1. PURCHASER agrees to provide for the following catering needs at no cost to ARTIST.

One (1) hot catered meal to accommodate thirteen (13) people upon arrival at venue. This meal is to be considered lunch. As well as one (1) hot catered meal to accommodate thirteen (13) people at a time set by ARTIST. This meal is to be considered dinner.

****All meal times to be approved by ARTIST prior to date of engagement and must include vegan meal options for three (3) persons.****

The following "suggested" menu requirements for thirteen (13) people are:

- Salad with assorted dressings (including low carb)
- Deli tray (consisting of turkey, roast beef, and assorted cheeses)
- Assorted grilled or steamed green vegetables
- Bread loaves (wheat and white)
- Assorted condiments (including low carb options)
- Assorted soft drinks (including Dr. Pepper, Coca-Cola, Diet Coke)
- Assorted energy drinks (including Red Bull, Red Bull Sugar Free)
- Freshly brewed sweet & unsweetened iced tea
- Freshly brewed hot coffee (cream, sugar, Splenda, etc.)
- Plenty of bottled spring water and Gatorade



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One (1) bottle of orange juice (organic preferred)
One (1) bottle of cranberry juice (no added sugar preferred)
One (1) bottle of Jack Daniels
One (1) bottle of Sailor Jerry
One (1) bottle of Grey Goose Vodka
Twenty-four (24) 12oz bottles of Heineken
Twenty-four (24) 12oz bottles of Heineken Light
Whole fresh fruit
Several choices of dessert
Assorted chips (Dorito's, Sour Cream and Cheddar, Barbecue, etc.)
One (1) bag of vegan chips
Plates, cups, ice, forks, napkins, etc. for thirteen (13) people.
Also please include a bottle of your local favorite hot sauce

M2. On such Engagements where facilities are deemed "inappropriate" for catered meals, PURCHASER agrees to provide, at their sole cost, a cash buyout for each member of ARTIST'S entourage (up to 13 persons). Total amount will not exceed the amount of \$420. This amount consists of a \$15.00 buyout per member for lunch and a \$20.00 buy-out per member for dinner.

N. HOTEL ACCOMODATIONS

N1. Unless otherwise negotiated, PURCHASER will provide ARTIST with HOTEL ACCOMMODATIONS including, a minimum of six (6) double occupancy rooms at a first class, 3-Star or better, hotel (unless otherwise specified in the contract). The rooms shall be available from the day of the engagement until the day after the performance.

N2. 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.

N3. Please list the name, address and phone of the hotel being provided by the PURCHASER or three (3) recommendations of clean, 3-star hotels if PURCHASER is not providing hotel accommodations.

Hotel recommendation #1

Name:
Address:
Distance from venue:
Phone/Fax:
Rate per room:

Hotel recommendation # 2

Name:
Address:
Distance from venue:
Phone/Fax:
Rate per room:



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Hotel recommendation # 3

Name:

Address:

Distance from venue:

Phone/Fax:

Rate per room:

O. ADDITIONAL ACCOMODATIONS

O1. ARTIST requires that any credential required for unrestricted entry and access be granted to ARTIST members and crew with adequate access be given to ARTIST'S representatives and guests.

O2. The following ARTIST members totaling thirteen (13) persons are to be given any necessary credentials for unrestricted entry and access to all event/venue areas as mentioned in section N1:

Todd Morse - Vocals/Guitar

Alex White - Bass

Daniel Thompson - Drums

Katrina Stone - Vocals

Lisa Foreman - Vocals

Benji Heard - Keyboards

Trevor Marquez - Guitar

Ian Roller - Saxophone

Erik Hughes - Trombone

Brandyn Phillips - Trumpet

One (1) Stage Manager

One (1) Guitar Tech

One (1) Backline Tech

O3. All accompanying ARTIST'S representatives and guests totaling no more than twenty (20) persons are to be given necessary credentials for unrestricted entry and access and placed on any venue entry lists required for unrestricted entry into the event/performance if arriving independently of ARTIST, as mentioned in section N1:

O4. ARTIST reserves the right to amend or add any additional persons to this list at any time providing that the total number of representative and guest access credentials are reasonable based on overall event attendance and venue occupancy limits.



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TECHNICAL RIDER CONTRACT

Production Contact: Nathan Dolliver

Email: tech@toddsplanet.com

Phone: +1 (509) 731-8744

Alternate Production Contact: Todd Morse

Email: tech@toddsplanet.com

Phone: +1 (323) 206-1164

PURCHASER WILL PROVIDE "PROFESSIONAL" and "STATE OF THE ART" SOUND EQUIPMENT FOR PERFORMANCE. SOUND EQUIPMENT SHOULD ONLY BE PROVIDED BY PROFESSIONAL SOUND CONTRACTORS. ABSOLUTELY NO HOBBYISTS, MUSIC STORE PA'S, OR OPENING ACT SYSTEMS. PURCHASER MAY OBTAIN A LIST OF PREFERRED AND ACCEPTABLE SOUND CONTRACTORS FROM ARTIST.

ARTIST reserves the option to use any and all of ARTIST'S equipment when ARTIST is headlining. NO ASSUMPTIONS SHOULD BE MADE AS TO THE USE OF ARTIST'S AND/OR ARTIST'S BAND'S EQUIPMENT BY ANY OTHER ACTS. ARTIST will determine the placement of any and all equipment owned by, placed on the stage by, or used by any and all opening acts.

PURCHASER shall ensure that the stage area is completely cleared of any and all equipment, except P.A. and lighting equipment, before ARTIST arrival.

DETAILS OF THE FOLLOWING TECHNICAL RIDER SHALL BE APPROVED IN ADVANCE WITH ONE OR BOTH OF THE FOLLOWING PEOPLE:

Nathan Dolliver (Production Contact)

Todd Morse (Alternate Production Contact)

PREFERRED SCHEDULE:

Show Load in: show minus 3+ hours

Band Arrival: show minus 2 ½ hours

Soundcheck: show minus 2 ½ - 1 hour(s)

Meal break: show minus 1 ½ hours

Doors: show minus ½ hours

TR-A. STAGE REQUIREMENTS

TR-A1. THE STAGE: Stage shall be of safe, solid construction, and be level so as not to hinder free movement of equipment and personnel. Stage should be clear of any equipment not being used in conjunction with ARTIST'S show.

TR-A2. MINIMUM STAGE DIMENSIONS: 24' width x 20' depth x 4' height. In addition when available, a minimum work area of 12' x 10' x 8' is required both Stage Left and Right (wings). Illuminated steps to be placed both Stage Left and Stage Right and a ramp placed at the rear of the stage. A toe-rail should run the outer edge of the up, left, and right sides of the stage.

TR-A3. THE ROOF: There shall be a minimum of 30' above the stage of clear space to hang lighting trusses at 25' from the stage to the bottom of said trusses. The roof of any stage must be secure and able to support the weight of the lighting system. Otherwise a ground support system, approved by ARTIST, must be provided.



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TR-A4. CONSOLE AREAS: A 24' x 12' space to be used in house area for house console and lighting console. This will be in house center approximately 50' from center of stage. In the event of festival style seating (no seats), or any situation impairing the sight line from house mix position, risers must be provided for sound and lighting consoles.

TR-A5. OUTDOOR SHOWS: The following requirements pertain to outdoor shows.

A stage cover must cover complete stage, wings, and work areas at a height of 45' above stage. Cover shall be a professional seamless, waterproof roof.

A house sound and lighting console covering must be 24' x 12' at a height of 8' above platform. In the event of a night show with no signs of rain, front of house covering should be removed.

An adequate supply of visqueen must be made available in the event of rain.

TR-A6. UNSAFE CONDITIONS: ARTIST shall have the right to refuse to perform if water is standing on stage or ARTIST otherwise deems performance conditions unsafe. Despite such refusal to perform, PURCHASER shall pay full contracted price as shown on the face of contract.

TR-B. MINIMUM POWER REQUIREMENTS

TR-B1. SOUND POWER: 100 amps, 120 volts per leg, single or three-phase service to supply sound power distro only. (Lighting and sound cannot be on same service)

TR-B12. LIGHT POWER: 400 amps, 120 volts per leg, three-phase service that is used solely for lighting equipment.

TR-B13. STAGE POWER: For ARTIST consisting of two (2) 30 amp, 120-volt services, terminating into six (6) professional quality quad boxes. Services to be supplied by sound power and positioned on stage according to attached Stage Plot.

TR-B14. GENERATOR POWER: If power is provided by generator, two (2) separate generators must be provided for lights and sound separately. Generators must be properly grounded with adequate fuel for operation from lighting company's load-in till post show load-out. A qualified technician must be onsite for the entire duration of both generators use.

TR-C. MINIMUM MANPOWER REQUIREMENTS

TR-C1. HANDS: The ARTIST requires a minimum of one (1) able-bodied person to assist with the unloading, set-up, loading, etc., of ARTIST'S production. Hands to be made available at ARTIST'S specific call times, and their services will be required from load-in through load-out.

TR-C2. ELECTRICIAN: One house electrician is required at load-in and load-out to connect and disconnect the sound and lighting equipment.



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P3. **TECHNICIANS:** All technicians are to be provided at no cost to ARTIST, including at least one (1) guitar technician, one (1) lighting director and adequate pre-show focus crew, and one (1) or more competent technicians for both house and monitor system. Technicians are to be available for load-in, sound check, performance and load-out.

TR-C4. **LIGHTING OPS:** Two (2) follow spot operators are required from one-half hour prior to scheduled show time until the ARTIST show is concluded. In addition, one (1) person to control house lighting. Spot and house light procedures to be determined by ARTIST and Lighting Director provided by PURCHASER.

TR-C5. **TRANSPORTATION:** PURCHASER shall provide at least one (1) fifteen (15) passenger van or limousine with driver to be used for transportation of ARTIST and ARTIST'S representatives at ARTIST'S request.

TR-D. MONITOR SYSTEM

****Currently ARTIST does not provide their own monitor systems. Please contact ARTIST before ordering monitor system.****

TR-D1. **MONITOR CONSOLE:** At minimum a 24-channel mixing console for on-stage mix with seven (7) independent mixes and four (4) aux sends. Acceptable consoles include Midas, Soundcraft or Yamaha (digital consoles are preferred). Monitor mix position must be stage left and at stage level with clear sight lines to stage unless monitor mix is being consolidated with the FOH mixing position.

TR-D2. **MONITOR ELECTRONICS:** Four (4) Shure PSM 700 or 600 wireless monitor systems and seven (7) monitor wedges consisting of a high quality 1/3 octave equalizer (all same brand and model) with appropriate two- or three-way crossover on each mix. Cue system must contain the same wedge, components, and crossover as other mixes and be wired so that the operator has a post EQ signal of all seven (7) mixes.

TR-D3. **ON-STAGE MONITOR WEDGES:**

Seven (7) professional bi-amp monitor wedges with single 12" woofers and single 2" horn.

Amplification, for each wedge, to be no less than 650 watts (8 ohms) for low-end, and no less than 125 watts (8 ohms) for the high end.

A separate 3-way drum fill must be provided, or a system consisting of a sub speaker box with either 2 x 15" or a single 18" and a bi-amped high-powered wedge, with adequate power of no less than 1000 watts (8 ohms) minimum.

All monitors must be able to provide clear, undistorted musical program of frequencies from 60 Hz to 16 kHz at (+ or - 3 dB) handling peak levels of 120 dB (c weighted) 5' from cabinet. For this reason, passive wedges are not acceptable.

****See attached Stage Plot monitor placement and configuration.****



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TR-D4. OUTBOARD GEAR FOR MONITOR MIX POSITION:

Reverb: One (1) high quality digital reverbs (SPX 990, 90, REV 5, 7 are acceptable)

Gates: Six (6) channels of noise gates (Drawmer, Apex).

****Certain Outboard Gear may not be required if certain digital monitor consoles are specified for the Production.****

SEE ATTACHED STAGE PLOT AND INPUT LIST for positions of monitors, microphone specifications, and configurations of system inputs. Sufficient microphones, direct boxes, stands, sub-snakes, and cables are required to support all inputs, house, and monitor needs for both ARTIST and opening acts separately.

TR-E. HOUSE SOUND SYSTEM

If you have any problems, or if any of the items listed below will not be available, please contact us as soon as possible at least one month prior to the event. If no contact is made, we will assume that this rider will be fulfilled to specification.

The following sound specification is detailed however the emphasis throughout is on quality. We attempt at all our performances to deliver a sound, which is as high quality as possible, and we rely on this contract to make sure that everything needed to accomplish this is available.

TR-E1. FOH CONSOLE: A FOH console with a minimum of thirty-two (32) channels is required. Separate console(s) will be needed for any other acts unless a digital console is provided. YAMAHA (PM5D preferred, PM1D, M7CL) MIDAS (Heritage 1k, 2k, 3k, XL3, XL4, XL 200, etc.) Digico (D5, D1) Digidesign (Venue, Profile) consoles are preferred and only those of similar professional quality will be accepted (Please no Behringer or Presonus). Digital consoles are preferred. House mix output must be from matrix send. House Position must be 50' from stage and slightly to the right of center with clear sight lines to entire stage.

TR-E2. HOUSE SYSTEM: should be set up in stereo with two (2) matched 1/3 octave equalizers and high quality crossover. Any center cluster, front fills, or subs should have a separate EQ and matrix send/aux send. EQ's and crossover must be accessible to FOH engineer.

TR-E3. HOUSE SOUND: should consist of high quality horn loaded three-, four-way, or five-way sound system capable of providing clear, undistorted, evenly distributed sound throughout the venue. System must be able to sustain musical program of frequencies from 20 Hz to 20k Hz (+ or - 3 dB) at a main level of 115 dB and handle peak levels of up to 110 dB, measured (c weighted) 75'-100' from front of stage.

TR-E4. OUTBOARD GEAR FOR HOUSE MIX POSITION:

Reverbs: Four (4) high quality digital reverbs. (SPX, LEX, PCM, ET)

Delay: One (1) digital delay (Roland SDE 3000 or 330, TCD2, 2290)

Compressors: Ten (10) channels of compression (Klark, BSS, DBX)

Gates: Six (6) channels of noise gates (Klark, Behringer, BSS, DBX)

RTA: One (1) Real Time Analyzer (Klark Teknik DN60, or DBX)



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CD Player/Burner: One (1) CD player/burner patched to open matrix or aux send
Audio Clear-Com: Two (2) positions of intercom, house mix position, and stage monitor mix position. This system must be independent from the lighting intercom.

****Certain Outboard Gear may not be required if a digital monitor console is provided for the Production.****

TR-E5. HOUSE SNAKE: House snake must be capable of sending twenty-four plus (24+) stage inputs to house mix position and return sends to stage. Snake must be of a length one hundred and fifty to two hundred and fifty feet (150'-250') to reach from stage to house mix by a path that meets house fire-code regulations.

TR-E6. SOUND LEVEL MAXIMUMS: House Engineer has the right to make decisions regarding appropriate Sound Pressure Levels at Sound check and during show. No HOUSE VOLUME MAXIMUM will be heeded without prior signed consent by ARTIST.

TR-E7. Prior to band load in, system should be up and running; mic lines, monitors, mic stands in place; XLRs labeled with relevant channel numbers; compressors inserted and checked; line check should be completed, but please leave spare cable length in case some rearranging is necessary. Cable runs should as far as possible be made behind the musicians, or far downstage at the lip of the stage. A runner, rubber mat or other covering should be provided for the cables in the area marked 'ARTIST ENTRY', but please don't tape anything down until after sound check.

TR-F. LIGHTING REQUIREMENTS

TR-F1. LIGHTING CONSOLE: A minimum of a 60-channel lighting console with at least ten (10) scenes of pre-set and 5 (five) scenes of separate programmable chases (ETC, MA Lighting and Avo are acceptable consoles).

TR-F2. SIGHT LINES: At ground level, console must be on a secure riser allowing an unobstructed clear view of the entire stage. Height must allow sightlines above persons standing in their seats.

TR-F3. THE LIGHTING SYSTEM: Should consist of two (2) 40' box style trusses. Trusses must be secure and it's support system, whether chain motors or ground support, sufficient to lift and hold all lighting instruments and additional ARTIST provided lighting equipment and scenery.

TR-F4. TRUSS HANG AND TRIM: The front truss shall be hung even with the downstage edge of the stage, the rear truss edge 30' from the downstage edge of the stage. Trim for both trusses shall be set at 30'-40' above stage. In addition, a black curtain or black backdrop is to be hung from upstage truss extending the length of the truss and from truss to stage.

TR-F5. INSTRUMENTS: At minimum the following instruments are to be provided by Production Company.

- A. FRONT TRUSS: a. Sixty (60) 1-kilowatt fixtures; b. Six (6) Leko's; c. Two (2) Mole lights.
- B. REAR TRUSS: a. Sixty (60) 1-kilowatt fixtures; b. Two (2) quad bars of ACL's



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- C. FLOOR MOUNTS: a. Two (2) quad banks of ACL's on stage beneath rear truss.
- D. SPOTS: Two (2) Super Troopers (Xenon) shall be provided solely for ARTIST'S use. They shall be in good operating condition and placed in an elevated environment that must allow a clear sightline of entire stage above persons standing in their seats. All spot operators must be experienced, capable, and sober.

TR-F6. LIGHTING CLEAR-COM: Five (5) positions of intercom (independent from audio clear-com).

Lighting Console
Dimmer Racks
House Lighting Controls
Spot Light Operator #1
Spot Light Operator #2

TR-G. BACKLINE EQUIPMENT

****All instruments or substitutions to be discussed with ARTIST during advance. Guitars and bass are not required if PERFORMANCE is within 50 miles from Los Angeles, CA.****

TR-G1. INSTRUMENTSSUPPORT:

One (1) Gibson Les Paul Electric (Black/Gold Preferred)
One (1) Fender Stratocaster Electric (Sunburst, Amber or Gold Preferred)
One (1) Fender Jazz/Precision Bass 5-String (Sunburst, Amber or Gold Preferred)
One (1) Keyboard CP300 or similar with volume, sustain pedal and stand
Five (5) piece drum kit DW, Gretsch or Yamaha with 10" rack tom, 12" rack tom, 16" floor tom, 22" kick and 14" x 6.5" snare

TR-G2. INSTRUMENT SUPPORT:

Two (2) Fender Twin Reverb combo guitar amps (or similar)
One (1) Fender or Ampeg 800 pro bass head and 4x10 or 8x10 cabinet (depending on event and stage size)
One (1) five (5) piece drum hardware kit including one (1) hi-hat stand with clutch, one (1) boom stand, one (1) straight stand, one (1) snare stand, one (1) DW kick pedal and one (1) hydraulic throne

TR-G3. MIC SUPPORT:

Four (4) tall booms in good working order, with 8 clips
Four (4) standard mic stands with clips
Any and all necessary stands required to mic amps and drum kit

TR-G4. MICS:

Four (4) vocalists Shure SM58's or similar

Three (3) horns including (trumpet, trombone and saxophone)
Two (2) combo guitar amps Shure SM57's or similar
One (1) bass cabinet
Five (5) piece drum kit mic configuration
Three (3) additional DI boxes are also required



Performance Rider

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TR-G5. CABLES:

Minimum of thirty (30) mic cables, long enough to traverse stage

Six (6) 20' ¼" cables,

Six (6) 6" ¼" cables

Five (5) power strips

Eight (8) 6'-15' power cables

Any and all other necessary cables

TR-G6. MISCELLANEOUS:

Five (5) guitar stands

One (1) 3'-4' high laptop stand

Four (4) box fans

Eight (8) 9v batteries

Eight (8) AA batteries

Eight (8) AAA batteries

NOTE: ALL BACKLINE SHOULD HAVE WORKING TUBES/CABLES, HEADS, ETC.

TR-H. EXISTING SYSTEMS

TR-H1. Venues with existing audio and lighting systems must be approved by ARTIST however ARTIST attempts to work with any and all venues to accommodate a professional production in a reasonable manner according to the venue's production capacity. All changes of the system/plot or proposed substitutions must be approved in advance by ARTIST.

*PURCHASER to indicate intent of substitution on the front page of the PERFORMANCE CONTRACT.

TR-H2. PURCHASER/PRODUCTION COMPANY shall provide appropriate audio, lighting and backline equipment as specified by this contract. The Lighting Director shall have full creative control over all aspects of the lighting system throughout the duration of ARTIST'S performance including house lighting and the FOH Engineer shall have full control over all aspects of the sound system throughout the duration of the ARTIST's performance including house sound.

TR-I. PURCHASE AGREEMENT

TR-I1. PURCHASER AGREES that any sound and/or light companies, being independent or other, hired for Engagement shall be a professional, competent, and experienced Production Company with current quality equipment and properly insured for damage of equipment or personnel. It is understood that PURCHASER assumes full responsibility for any liability arising from physical/internal damage to equipment, life, or limb. PURCHASER also agrees that any such damages are not the responsibility of the ARTIST and any of their crew.

TR-I2. RESPONSE REQUIRED: Any and all changes made to this Technical Rider by PURCHASER and/or any third parties directly involved with said Engagement (such as Production Companies) must be provided in writing to ARTIST for approval no later than 30 days prior to date of Engagement.



Performance Rider

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TR-J. PERFORMANCE FEE

TR-J1. ARTIST agrees to perform for a period equal to but not limited to _____ hour(s) or the equivalent of _____ set(s) from the hours of _____ to _____ on the date of _____.

For this Event/Engagement/Performance/Appearance, _____ (PURCHASER) agrees to pay TODDSPLANET (ARTIST) a performance fee of \$ _____ not including any travel considerations, hotel accommodations or production expenses incurred in the fulfillment of this contract.

All payments are to be made in the form of Cash, Certified Check or Cashier's Check and all checks are to be made payable to **TODDSPLANET**.

A minimum non-refundable deposit of at least \$ _____ or 50% of the total performance fee must be remitted immediately upon the signing of the attached contract by both parties. The remaining balance of the total performance fee MUST be hand delivered to Todd Morse by no later than fifteen (15) minutes prior to the performance (unless otherwise specified).

Please read and red line any necessary changes and/or write in alternative provisions in the margin of this document. Then sign and date the document and scan and email it to rider@toddsplanet.com. A final contract between both parties will only exist once ARTIST's representative has approved the revisions (if any) to this document and signed and returned the document to the PURCHASER.

PURCHASER _____

Date _____

Printed Name/Title: _____

ARTIST REPRESENTATIVE _____

Date _____

Printed Name/Title: _____