

Rick Estrin & The Nightcats

Contract Rider

The following additional terms and conditions of this Contract Rider are approved and agreed to, and are deemed incorporated in the Contract to which the Rider is attached. You need not sign this Rider. By signing the attached contract you agree to the terms of this Rider.

This rider is not intended to cause hardship, but rather to give you and your audience the best show possible and to contribute to the overall success of your engagement. In order to accomplish this, it is necessary to make any changes to these basic requirements, or if any section is impossible, not reasonable, or in any need of clarifications please contact Intrepid Artists International at 704-358-4777.

Buyer warrants that he/she has the right to enter into this contract and is of legal age. Each page of this rider must be initialed by Purchaser. Failure to provide such initials will constitute acceptance of all conditions set forth on said page.

BILLING: When headlining, Artist is to receive 100% sole star billing in any and all advertising, marquees, lights, displays, programs and any other form of publicity and promotion. Buyer will be supplied authorized photographs and other promotional material upon request from management.

When performing as the support or opening act. Artist is to receive 100% "Special Guest Star" billing in any and all advertising, marquees, lights, displays, programs and any other form of publicity and promotion.

SECURITY: The purchaser shall guarantee adequate security at all times to insure the safety of the artist's personnel, instruments, costumes and personal property 30 minutes before load-in and until completion of load-out.

INTERVIEWS: Purchaser agrees not to commit artist or any members of the band to any personal appearances, interviews, or any other type of promotion without prior consent of artist's representative.

CANCELLATION: Artist reserves the right to cancel this engagement prior to play date for scheduling of Las Vegas engagement, major motion picture, television productions, or major concert tour, foreign or domestic. Cancellation will be given in writing, a minimum of 30 days to play date, at Purchaser's address on contract face.

FORCE MAJEURE: 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. Provided Artist is ready, willing and able to perform, Purchaser agrees to compensate the Artist in accordance with the terms hereof.

INCLEMENT WEATHER: Notwithstanding anything contained herein, inclement weather shall not be deemed a force majeure occurrence. Provided the Artist is present and ready to perform at the designated time specified in this contract, the Purchaser shall remain liable for the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Artist or Artist's representative shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

INDEMNIFICATION: Purchaser agrees to hold harmless Artist and it's employees, contractors or agents from any claims, costs, losses, etc. in connection with any claim made by any third party, if such has sustained as a direct or indirect consequence of the engagement. Likewise Purchaser agrees to hold harmless Artist and it's representatives from any loss, damage or destruction occurring at the place of engagement, including but not limited to acts of God.

GUEST LIST AND COMPLIMENTARY TICKETS: Purchaser shall provide no more than twenty (20) complimentary tickets. Ten (10) of the complimentary tickets are to be designated for use by Artist as guest tickets. Purchaser agrees to supply proper radio, TV, and newspaper personnel with complimentary tickets from the remaining above allotment.

SOUVENIERS: Artist reserves the right to sell souvenirs, books, photos, CD's, record albums, tapes, t-shirts and any other related souvenirs. Purchaser shall provide Artist with a designated area for sales and with tables for display use at no cost to Artist. Artist will not pay a percentage to anyone at any time for the right to sell souvenirs at a venue where the Artist is performing.

SOUND: Purchaser to provide sound / lights and an engineer. All sound and lights should be of high quality.

REPRODUCTION OF PERFORMANCE: No portion of the performance rendered hereunder may be broadcast, recorded, filmed, taped or embodied in any form, for any purpose without prior written consent via a separate, written agreement between the Artist and Purchaser. Purchaser will deny entrance to any persons carrying audio or video recording devices without limiting in any way the generality of the foregoing prohibition. It is understood to include members of the audience, press and Purchaser's staff. In the event that Purchaser, his agents, servants, his employees, contractors, etc. reproduce or cause to be reproduced the Artist's performance in the form of film, tapes or any other means of audio or video reproductions, upon demand by Artist, Purchaser shall deliver all of the same (together with any and all master, negatives and other means of reproduction thereof) to Artist at Purchaser's sole cost and expense, in addition to all other legal or equitable remedies which Artist may have.

In the event of any conflict, inconsistency or incongruity between this Clause and any Purchaser's Contract, Rider, or Amendment attached thereto, this provision of the Artist's Rider shall in all respects govern and control. Any provision to the contrary in the Purchaser's Contract, Rider, or Amendment is hereby deleted.

PURCHASER: Agrees to indemnify Artist against all claims, damages, losses and expenses including reasonable attorney's fees arising out of any breach by Purchaser of any warranty or agreement made herein, which has resulted in judgment against Artist or has been settled with Purchaser's consent.

MEALS AND REFRESHMENTS: Purchaser agrees to provide, at Purchaser's sole expense, hot meals for the band and crew or a \$20.00 "buy-out" per person.

DRESSING ROOMS: Purchaser agrees to provide the following at sole cost to Purchaser:

- 2 cases of bottled water
- 1 case Diet Pepsi
- Coffee, 1/2 & 1/2, assorted tea
- Fruit & cheese
- 1 case micro brew beer
- 1/5 Maker's Mark
- Towels

HOTEL ROOMS: When providing hotel rooms, band members need clean, comfortable, safe rooms with showers, telephones and TVs. The hotel must be within five minutes of the venue.

Purchaser

Date