

WAILING SOULS CONTRACT RIDER 2008

THIS RIDER IS ATTACHED TO AND MADE PART OF THE CONTRACT
DATED _____ BETWEEN WAILING SOULS, HEREAFTER REFERRED TO AS
“ARTIST”, AND _____ HEREAFTER REFERRED TO AS
“PURCHASER”.

Please read this carefully. Guidelines to be found within this rider are there to ensure the promoter, artist, and the audience the best performance possible.

All terms and conditions herein after and herein before set forth are part of one and the same contract. Purchaser agrees that any violation of the terms set forth hereunder constitutes grounds for non-performance with the express covenant that the full guarantee and production fee shall be paid to Performer as it's damages. Artist agrees to furnish and purchaser agrees to accept for the engagement hereunder an entertainment unit including the services of the Performer upon the terms and conditions set forth on the following pages.

PURCHASER WARRANTS THAT HE WILL PROVIDE COPIES OF THIS RIDER TO ALL NECESSARY PERSONNEL AT THE VENUE. HOUSE ELECTRICIAN, CATERER, AND PURCHASER'S REPRESENTATIVE ARE ALL DEEMED NECESSARY PERSONNEL.

Should you see any problems in fulfilling the provisions of this rider, please contact us immediately:

Cliff Seltzer- Manager - Gold Mountain Entertainment - 615-255-9000
Bread McDonald- Tour Manager- 954 296 2380

RIDER TO CONTRACT DATED _____ BY AND BETWEEN WAILING SOULS, HERINAFTER REFERRED TO AS “ARTIST”, AND _____, HERINAFTER REFERRED TO A “PURCHASER”, FOR ENGAGEMENT AT (VENUE) _____ IN _____

1.) **BILLING:**

- A. ARTIST shall receive EQUAL BILLING or HEADLINE BILLING in all advertising and publicity, including but not limited to air time, TV or radio, newspaper, trade ads, fliers, posters, marquees, etc.

2.) **ADVERTISING:**

- A. PURCHASER shall only use photographs supplied by ARTIST.
B. C. There shall be no radio station or any other party presenting, promoting, co-promoting, or sponsoring above engagement without ARTIST'S written permission. Such request should be referred to Cliff Seltzer of Gold Mountain Entertainment: 11 Music Square East, Suite 103, Nashville, TN 37203. Phone 615-255-9000 or fax 615-255-9001.

3.) **APPROVAL OF OTHER ACTS WHEN ARTIST IS HEADLINING:**

- A. ARTIST shall have the right to approve any acts on the program where other acts are on the program. ARTIST shall close the show, unless otherwise agreed on in the Contract.
- B. PURCHASER agrees that ARTIST'S staging and equipment set-up overrides opening act(s) staging and equipment set-up.
- C. ARTIST shall have the right to approve the length of the performance of the other acts on the program.
- D. PURCHASER shall inform ARTIST of any special effects to be employed by the support acts on the program and ARTIST shall have final approval or disapproval of their use.
- E. It is hereby requested that a representative from opening act(s) meet with ARTIST or their representative at stage call.

4.) **SOUVENIRS AND CONCESSIONS**

- A. ARTIST reserves the right to sell souvenirs, books, photographs, record albums, and tapes, T-shirts and other show related souvenirs. No ARTIST material of any kind using his name and/or likeness may be sold by any other party. Artist shall receive 100% of merchandise sales.

5.) **SECURITY**

- A. PURCHASER shall guarantee one (1) security person for the band to insure the safety of ARTIST'S personnel, instruments, personal property, vehicles, etc. from stage call until completion of load-out.
- B. Security personnel will secure backstage entrance areas, and be available to ARTIST to secure autograph signing area.
- C. PURCHASER will provide parking area secure with security guard for Artist's buses. At least one (1) uniformed security guard will be assigned to guard buses from time of arrival on site until departure. These security guards are to be assigned to buses only. These security guards must not be moved from bus location or allowed to have double duty.

6.) **LOCAL GROUND TRANSPORTATION**

PURCHASER shall provide, at no cost to ARTIST, the following:

- a. One (1) 15 passenger van and PROFESSIONAL driver
This van will be used to pick up ARTIST and crew at hotel and transport to venue and return to hotel after show.

“FLY DATE” GROUND TRANSPORTATION

PURCHASER shall provide, at no cost to ARTIST, the following:

One limousine or luxury-type sedan and PROFESSIONAL driver

This van will be used to pick up ARTIST and crew from airport, delivering to hotel and transportation between to venue and hotel.

The same vehicle will be used to return entourage to the airport. A vehicle and driver must be available during the day of show for ARTIST'S transportation of ARTIST to interviews, hotel, etc. Contact the Tour Manager to confirm arrival and departure times. The cost of this transportation is PURCHASER's.

PLEASE BE SURE THAT ALL DRIVERS PROVIDED ARE PROFESSIONALS. ALSO, ALL PASSENGERS MUST BE MEMBERS OF THE WAILING SOULS GROUP. PLEASE, NO ADDITIONAL PASSENGERS FOR ANY REASON.

7.) **HOTEL ACCOMMODATIONS**

A. PURCHASER shall provide 5(5) double hotel rooms.

8.) **DRESSING ROOMS**

A. PURCHASER shall provide one (1) large dressing rooms for ARTISTS to be available for occupancy at stage call and to contain the following:

Chairs
Ashtrays
Trashcans
Mirror

B. Bathroom facility including showers/clothes rack

9.) **FOOD, BEVERAGE, HOSPITALITY**

A. HOSPITALITY - NO HAM OR PORK PRODUCTS

Bottled water – room temperature and chilled
Assorted can sodas (no diet sodas)
Gatorade or other sports drinks
Assorted beers (Heineken, Guinness Stout, Red Stripe, Miller etc)
Assorted liquor (Champagne, Hennessy, Whiskey etc.)
Bags of ice – preferably broken up so they fit into cups very well
Red bull energy drinks
Potato chips (regular & BBQ)
Tostitos bit size Tortilla chips
Crackers – wheat thins, Ritz crackers
Nuts – Assorted (cashews, peanuts, almonds etc.)
Salsa (fresh) and dips for veggies
Fresh fruits (oranges, bananas, apples etc.)
Assorted vegetable platter with dip
Assorted fruit platter – include red/green grapes
Coffee, teas – assorted (no caffeine), creamer, non or low fat milk
Lemons, limes, cough drops
Honey, sweet & low and raw sugar

FOR DINNER if available - Chicken, Fish, Rice, Baked Potatoes, Rolls

10.) **PERSONAL APPEARANCES, INTERVIEWS, BROADCASTING, VIDEOTAPING, ETC.**

A. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other such promotion without prior written consent of ARTIST. Such requests should be referred to Cliff Seltzer of Gold Mountain Entertainment: 11 Music Square East, Suite 103 Nashville, TN 37203. Phone 615-255-9000 or fax 615-255-9001. Interview Requests should be submitted to Cliff Seltzer at Gold Mountain Entertainment.

11.) **TICKETS, TICKET COUNT, ETC.:**

A. The specific capacity, gross potential, and ticket price breakdown of the facility where ARTIST is to perform shall be clearly printed on the face of the Contract.

B. It is hereby agreed that if there is any change from the stated ticket price as is printed on the face of the Contract, and the ticket price actually charged, ARTIST will receive one hundred percent (100%) of the difference of the two.

- C. All tickets shall be printed by a bonded ticket house, or if performance is at a college or university, by the official printing department of that college or university, PURCHASER agrees not to discount tickets without prior written permission of ARTIST. Such requests should be referred to Cliff Seltzer of Gold Mountain Entertainment 11 Music Square East, Suite 103 Nashville, TN 37203. Phone 615-255-9000 or fax 615-255-9001.
- D. PURCHASER shall not distribute more than two percent (2%) of the official house seating as complimentary tickets for any performance of this engagement. PURCHASER shall supply ARTIST's representative a statement detailing to show each complimentary ticket given. This allotment should be used for radio and press representatives. Any unused complimentary tickets, if any, may be placed on sale with permission of ARTIST.
- E. When the ARTIST is headliner, twenty five (25) tickets will be held for ARTIST's guests until one (1) hour prior to show time or until released by ARTIST or their representative. Seating for ARTIST's guests shall be located in the center of the house, between the 10th and 20th rows.

12.) **LEGAL WARRANTY:**

- A. PURCHASER warrants that he has the right to enter into this contract and is of legal age. The validity, construction, and effect of this contract shall be governed by the laws of Davidson County, Tennessee, U.S.A

13.) **CONTRACT ALTERATION:**

- A. It is hereby understood and agreed that PURCHASER shall not add to, delete from, or make any alterations in the Contract or Rider without prior written
- B. consent from Scott Galloway, Steve Hoiberg of APA Agency, 615-297-0100 or Cliff Seltzer of Gold Mountain Entertainment, 615-255-9000.

14.) **PREEMPTION:**

- A. PURCHASER shall advise Cliff Seltzer of Gold Mountain Entertainment upon signing contract if unable to comply with any of the conditions or requirements set forth in the Rider. THEREAFTER, UPON ARTIST'S ARRIVAL, IF ANY OF THE TERMS AND REQUIREMENTS SHALL NOT HAVE BEEN COMPLIED WITH BY PURCHASER, THE ARTIST SHALL HAVE THE RIGHT TO REFUSE TO PERFORM AND SHALL BE ENTITLED TO FULL COMPENSATION UNDER THIS AGREEMENT.
- B. ARTIST shall have the right to cancel this engagement without liability upon written notice to PURCHASER not later than thirty (30) days prior to the date of the engagement hereunder in the event that there has been secured for ARTIST a commitment for a motion picture, a series of television programs, a television program, a television network guest appearance, a "Nevada type" engagement, a "location" engagement, or a legitimate stage production which would interfere or conflict with the engagement.
- C. In the event of sickness, accident or other acts of God preventing performance by the artist, a suitable replacement may be offered, time permitting, however, neither the artist nor its agent can be held responsible.

15.) **STAGE PASSES:**

- A. ARTIST, band and crew will have all-access laminates. Your assistance in keeping the backstage area clear at all times will be expected.

16.) **AUTOGRAPH SESSION/MEET & GREET:**

- A. In the event ARTIST chooses to sign autographs before or after performance, PURCHASER shall provide a secure area OFF stage with one (1) security guard, one (1) table, three (3) chairs, and a barricade or fence in front of the table. Area must be secure at all times and should be in an area where patrons can line up single file. If location and setup are not acceptable to Artist or Tour Manager, Tour Manager will then assign a place for this to be done safely. This is done for the sole safety of ARTIST and the audience. **NOTE: If possible - venue should have Polaroid-type cameras and photographer available to take photos of guests with ARTIST. This greatly increases the speed and efficiency of the event.**

17.) **TECHNICAL REQUIREMENTS:** - For technical information contact Production Manager Raymond Velles at 562-381-3838

******BACKLINE REQUIREMENTS, STAGE PLOT AND INPUT LIST ARE ATTACHED AT THE END OF THIS DOCUMENT**

A. **STAGING:**

1. Stage should be of comfortable size and height in consideration to the size of venue, the number of acts, etc. Minimum dimensions are 40ft x 28ft x 60" high
2. THE STAGE SHALL BE AT LEAST FIVE (5) FEET IN HEIGHT WITH RESPECT TO PERFORMANCES BEING HELD OUTDOORS, THE PURCHASER MUST PROVIDE A SUITABLE ROOF FOR THE STAGE. TO PROTECT AGAINST INCLEMENT WEATHER, PERFORMANCE AREA MUST BE COMPLETELY COVERED AND SHOULD HAVE SIDE CURTAINS. ALSO PLASTIC COVERING (100 FOOT ROLL) FOR MUSICAL EQUIPMENT MUST BE PROVIDED. PURCHASER MUST FURTHER PROVIDE FOR ADEQUATE ELECTRICAL "GROUNDS" OF ALL INSTRUMENTS AND ELECTRICAL EQUIPMENT TO PREVENT ELECTRICAL HAZARDS. IN THE EVENT THIS SHOW IS NOT PRESENTED BECAUSE OF INCLEMENT WEATHER, THE ACT MUST STILL BE PAID IN FULL, PROVIDED THE ARTIST IS PRESENT AND READY TO PERFORM AT THE DESIGNATED TIME AS SPECIFIED IN THIS CONTRACT. ANY OUTDOOR SHOW MUST ALWAYS PROVIDE A SUITABLE ROOF, RAIN, OR SHINE. IN CASE OF RAIN OR TOO MUCH MOISTURE ON STAGE AREA, ARTIST HAS THE RIGHT TO CANCEL AND BE PAID IN FULL.

B. **LIGHTING:**

1. An adequate number of instruments must be provided to full wash the stage in several colors including but not limited to red, blue, and amber. "Special" instruments should be included to light individual band members in white, pink or correction for solos, etc. A minimum of two (2) trusses- one (1) up stage, one (1) down stage as required, totaling 120 instruments.
2. Two (2) scene lighting control consoles to be positioned at convenient spot in audience where a full view offstage is possible.
3. Two (2) spotlights with a full complement of gels and sufficient power to light the stage from rear of venue. Two (2) experienced spotlight operators. Spotlight operators will meet with ARTIST or their representative no later than one half (1/2) hour prior to showtime.

4. Separate lighting power should be provided. Lighting can not be on same power source as sound.
5. ClearCom communication requested between dimmer rack and console, both spots and house light position (5 stations).
6. Competent lighting personnel should be provided to operate system.

C. TECHNICAL INFO

LIVE INPUT LIST

1. Kick
2. Snare Top
3. Snare Bottom
4. Hat
5. Tom Hi
6. Tom Mid
7. Tom Low
8. Oh L
9. Oh R
10. Bass Di
11. Bass Mic
12. Guitar
13. Piano
14. Synth 1 L
15. Synth 1 R
16. Synth 2 L
17. Synth 2 R
18. Vocal 1 Sr
19. Vocal 2 Ctr
20. Vocal 3 Sl
21. Efx
22. Efx
22. Efx
24. Efx

D. PERSONNEL STAGE CALL, SET-UP AND SOUNDCHECK, LOAD-IN/LOAD OUT AND OTHER PERTINENT NOTES:

1. Competent and professional technicians should be on hand at call time, through soundcheck and show to assist in set up and operation of sound and lights.
2. PURCHASER AGREES TO A MANDATORY CLOSED SOUNDCHECK TO BE COMPLETED PRIOR TO THE OPENING OF VENUE DOORS AND ADMISSION OF TICKET HOLDERS. VENUE SHALL BE CLEARED OF PEOPLE PRIOR TO AND DURING SOUNDCHECK. ARTIST TO BE ALLOWED A SUFFICIENT AMOUNT OF TIME TO GET SOUNDCHECK LEVELS AND INSTRUMENTS READY.

NOTE: WE UNDERSTAND THAT THERE ARE SPECIAL CIRCUMSTANCES ASSOCIATED WITH FAIRS AND FESTIVALS, ETC. HOWEVER, WE REQUEST THAT PURCHASER MAKES ALL REASONABLE EFFORTS TO PROVIDE CLOSED TECHNICAL CHECKS AND NOTIFY US ASAP IF THIS IS NOT POSSIBLE SO THAT WE CAN BE PREPARED. THIS IS NECESSARY TO PROVIDE THE BEST POSSIBLE PERFORMANCE FOR TICKET HOLDERS, PURCHASER AND ARTIST.

3. ARTIST WILL HAVE ACCESS TO STAGE FOR SOUNDHECK REHEARSAL NOT LESS THAN THREE (3) HOURS PRIOR TO OPENING OF THE HOUSE.
4. PURCHASER AGREES TO KEEP THE PLACE OF PERFORMANCE CLEAR OF ALL PEOPLE NOT DIRECTLY INVOLVED IN THE SHOWS' PRODUCTION.
5. All equipment and instruments to be supplied by PURCHASER must be at stage area at load-in.
6. Four (4) stagehands are required at load in and load out to assist in loading, set up and tear down of show gear and equipment. Load in time and hand call to be advised by Tour Manager- this applies for load in and load out. Tour Manager will work with PURCHASER to release hands when not needed or set up is complete.

If you have any questions pertaining to Arist's Requirements, please contact Cliff Seltzer of Gold Mountain Entertainment 615.255.9000.

IMPORTANT NOTE:

In the event of Sickness or of accident to artist, it is understood and agreed that there shall be no claim for damages by either party to this contract and Artist's obligation as to such performances shall be deemed waived.

If a performance is prevented, rendered impossible or unfeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any cause beyond the control of artist's, in the event of such non-performance for any of the reasons stated in this paragraph, the moneys (If any) advanced to artist hereunder, shall be deemed an emergency payment and payment of the agreed upon compensation shall be made notwithstanding; provided, however, artist is ready willing and able to perform pursuant to the terms hereof.

ACCEPTED AND AGREED TO

BY _____ I _____
 Buyer/Date Artist/Date

BACKLINE EQUIPMENT

DRUMS- FIRST CHOICE

DW KIT. 10", 12", 16" TOMS WITH 22" KICK.

DW 9000 SERIES KICK PEDAL

-CYMBALS- ZILDJIANS K SERIES.

14" HI HATS

ONE (1) 14" FAST CRASH

TWO (2) 16" DARK CRASH

ONE (1) 18" RIDE

ONE (1) 16" CHINA CRASH

SECOND CHOICE

YAMAHA MAPLE KIT, Same Sizes as First Choice

SABIAN CYMBALS AXX OR HH SERIES Same Sizes as First Choice

DW THRONE

-ONE (1) Model SWR SM-400 Bass Rig with TWO (2) 4X10

Cabinets or Comparable

-ONE (1) ROLAND JAZZ CHORUS GUITAR AMP

-ONE (1) KEYBOARDS ONE (1) TRITON OR ONE (1) TRINITY

with 2-tier STANDS EACH

-ONE (1) KEY BOARD- KORG M-1 with 2-tier STAND

-TWO (2) WIRELESS MICROPHONES

-FIVE (5) DI Boxes

-FOUR (4) MONITORS (FOR VOCALS)

-ONE (1) MONITOR (FOR DRUMS)

-TWO (2) MONITORS (FOR KEYBOARDS)

-ONE (1) MONITOR (FOR BASS)

-ONE (1) MONITOR (FOR GUITARS)

-TWO (2) SIDE FILLS

SOUND CHECK – minimum of 60 minutes

This 60 minute period begins only after all backline gear is in position and operational on stage. All inputs must be line-checked and the Monitor systems must be fully functional and in a show-ready state.