



BERTIE HIGGINS CONCERT RIDER

THIS RIDER IS ATTACHED TO AND MADE PART OF THE CONTRACT AND PURCHASER AGREES TO MEET ALL TERMS AND CONDITIONS CONTAINED HEREIN. IF PURCHASER IS UNABLE TO FULFILL ANY PART OF THIS RIDER, THEN ARTIST REPRESENTATIVE SHALL BE NOTIFIED AND ADJUSTMENTS, IF POSSIBLE, WILL BE MADE. MR. HIGGINS WILL BE REFERRED TO AS "ARTIST" WITHIN THIS RIDER.

1. BILLING/ADVERTISING

The correct billing is as follows: 100% BERTIE HIGGINS.

a) Artist shall receive 100% headline billing in any and all publicity released and paid advertisements including but not limited to newspaper ads, flyers, marquees, signs, lobby boards and programs.

b) Purchaser agrees that he will not commit the Artist to any personal appearances, interviews or any type of promotion or appearance without the prior consent of the Artist or his representative.

2. ARTIST VENUE ACCOMMODATIONS

Purchaser agrees to provide two (2) private and comfortable dressing rooms, one (1) large enough to hold five (5) people comfortably and one (1) for artist. Dressing rooms shall be clean, well-lit and shall contain adequate seating.

One (1) large mirror for each room, clothes rack with hangers shall be within easy access to clean, well-maintained rest rooms that are serviced by hot and cold running water and standard electrical outlets.

Clean, dry towels must be in the dressing rooms.

Purchaser shall be solely responsible for the security of all items in the dressing rooms and shall keep all unauthorized persons from entering the dressing room/backstage area.

3. AUDIO/VISUAL

It is specifically understood and agreed upon that there will be absolutely no live audio/video broadcast, tapings, sound/visual recordings or either audio/visual reproductions of Artist unless prior consent is given by Artist or Artist's Representative.

4. HOSPITALITY/DRESSING ROOMS

Purchaser to provide at his sole cost and expense the following refreshments or comparable alternative in the dressing room at least one (3) hours before the time scheduled for the engagement to begin:

- Twelve (12) Fruit juices - assorted flavors.
- Diet sodas (Coke, 7up or Sprite) 12 pack of each.
- Coffee (with cream & sugar accessories).
- Two (2) bags of ice in a clean Styrofoam cooler.
- Two (2) cases of bottled water.
- One (1) case of imported bottled beer.
- Bowl of potato chips, corn chips & pretzels w/ dips.
- Sliced assorted fruit tray for nine (9) people.
- Ham, Turkey, Cheese and Bread assortment for nine (9) people with condiments.

5. ARTIST'S GUEST LIST

Ten (10) complimentary tickets per show are to be given to Artist at no cost. If all of them are not used, they will be returned to Purchaser.

6. CONCESSIONS

a) Purchaser agrees that he will not sell any products identified with Artist at the place of performance or any adjacent place under his control, nor will he license third parties to do so or permit such sale by third parties unless a prior agreement has been agreed to by Artist or his representative.

b) Purchaser agrees that Artist and/or his representative shall have the sole and exclusive right to the sale of all forms and types of souvenir items, including but not limited to booklets, buttons, T-shirts, programs, CD'S and pre-recorded tapes. Purchaser agrees to provide adequate space for a representative of Artist to vend materials and for possible signing of autographs. Purchaser agrees that Artist will not, under any circumstances, pay Purchaser or

venue any monies obtained by sale of aforementioned articles unless an agreement has been reached by Artist or his representative.

7. SECURITY

Purchaser shall provide an adequate number of professional security officers to insure safety to Artist and Artist's equipment. Said officers shall be stationed at all key locations, including stage sides and front, path between stage and dressing rooms, etc.

8. SETTLEMENT

All payments by the Purchaser to the Artist pursuant to this agreement shall be made in the form of CASH, USD (except deposit which can be in a CASHIER'S CHECK). Artist will refuse to accept a personal check as fulfillment of any portion of the Purchaser's obligation. If there is any assessment of tax by authority on Artist for any monies earned during the performance, said tax is to be paid by the Purchaser.

9. CANCELLATION, ILLNESS, FORCE MAJEURE

Artist shall have the right to terminate this agreement if in Artist's reasonable judgment, performance of the engagement shall expose Artist, any employee of Artist or Purchaser or any portion of the audience to danger or death or injury by any outbreak of violence or civil strife of any kind. Performance of any Artist's obligations shall be rendered impossible or impractical by reason of strikes, civil unrest, order of any public authority, epidemic, dangerous weather, national or local state of emergency, fire and Acts of God or other similar events or conditions of any character beyond the control of the Artist, or if performance of any of Artist's obligations shall expose Artist or Artist's employees to civil or criminal proceeding of any kind.

10. ACCEPTANCE

Purchaser specifically accepts all terms of this Rider unless Artist or Artist Management waives them. Such waiver shall be effective if initialed by Artist or Management. All payments shall be made as provided by the attached contract. In the event Purchaser fails to make any payment at the time stipulated herein or breaches any other provision of this agreement without prior approval, artist shall have the right to cancel performance without prejudice.

12. PRODUCTION REQUIREMENTS

SOUND:

Purchaser agrees to hire the services of two (2) professional sound technicians/operators at his sole cost and expense: One (1) for house mix and one (1) for stage monitor mix. Purchaser

agrees to provide at his sole cost and expense a professional concert quality sound system as follows:

HOUSE SYSTEM:

- One (1) 32 channel mixing console.
- Full effects rack including Digital Reverb.
- Adequate main speakers to handle the size of the venue.

-MONITOR SYSTEM:

- One (1) 24 x 8 channel mixing console with at least six (6) monitor mixes.
- Full effects rack including Digital Reverb.
- Eight (8) monitor wedges, each with 15" woofer and a horn.
- Eight (8) Sure or Sennheiser vocal microphones.
- Except for drums and congas, all microphone stands are boom stands

-DRUMS:

- One (1) 22" bass drum.
- Two (2) 14" snare drums (one to be used as a replacement).
- Two (2) rack toms 10", 12".
- One (1) 16" floor tom.
- Six (6) cymbals 1-20" extra heavy ping series Ride, 1) 18" & 1) 16" crash, 1) 10" & 1) 8" splash.
- One (1) set of 13" high hats.
- One (1) microphone for the bass drum.
- Two (2) microphones for high hat & overhead.
- Three (3) microphones for snare & toms.

- Three (3) congas with stands (tumbadora, conga, quintot).
- One (1) set of bongos and stand.
- Three (3) microphones for congas and bongos.
- One (1) bell tree with stand.
- One (1) accessory table for percussionist.

-GUITARS & KEYBOARDS:

- One (1) Fender type lead guitar amp with foot switch.
- One (1) Fender type bass guitar amp.
- Two (2) SM 57' type microphones for guitar amps.
- One (1) keyboard amp.
- One (1) SM 57' type microphone for keyboard amp.
- One (1) Yamaha Motif 88 keyboard.
- One (1) Korg Trident Extreme keyboard.
- One (1) double tier keyboard stand.
- Five (5) direct boxes for Keyboards and acoustic guitars (Artist).
- Five (5) guitar stands.
- Four (4) 20' or longer guitar jack cords.

Purchaser agrees to hold Artist harmless (if Artist or Band is not responsible) for any damages that might occur to the sound system and/or thereof for the duration of the engagement including show and sound check. Purchaser warrants that the sound system, its components and all back line gear are in good working condition.

LIGHTING:

Purchaser agrees to provide at his sole cost and expense a stage lighting system capable of presenting an adequate show and a capable, experienced operator. Purchaser also agrees to provide one follow spot light and a capable, experienced operator.

SOUND AND LIGHTING CHECK:

It is specifically understood and agreed upon that Purchaser shall provide a rehearsal/sound and light check prior to performance. Purchaser agrees to furnish the same stage used for engagement hereunder as well as the necessary stagehands, sound and light technicians. Purchaser agrees that the stage area will be kept free of people during the time assigned to the Artist. It is specifically understood and agreed upon that no one except Artist, band / crew, sound and light crew and necessary house staff shall be permitted in the place of engagement during Artist's rehearsal/sound and light check. Further, it is specifically understood and agreed upon that the Purchaser shall not allow the audience to enter the place of engagement until such time rehearsal / sound and light check have been completed.

Stage: Purchaser agrees to provide at his sole cost and expense a stage which is at least 24 ft. deep by 38 ft. wide by 3 ft. high minimum and one (1) 8 ft. by 8 ft. drum riser.

Please Note: If the aforementioned stage requirements cannot be met, Purchaser must contact the Artist's Road Manager immediately. Accommodations can be made for smaller venues.

AGREED AND ACCEPTED:

BUYER/DATE: _____

ARTIST/DATE: *Bertie Higgins* (official signature) _____ 