

OTIS DAY

& The KNIGHTS

Contract Rider

THIS RIDER IS ATTACHED TO AND MADE PART OF THE CONTRACT AND PURCHASER AGREES TO MEET ALL TERMS AND CONDITIONS CONTAINED HEREIN. PURCHASER AGREES TO COMPLETE THE ATTACHED INFORMATION SHEET IN FULL. SHOULD ARTISTS BE UNABLE TO FULFILL THE OBLIGATIONS HEREUNDER DUE TO FAILURE OF PURCHASER TO SUPPLY THE REQUIRED INFORMATION, PURCHASER AGREES TO HOLD ARTIST HARMLESS FOR ANY DAMAGES OR LIABILITY INCURRED AS A RESULT OF PURCHASER'S FAILURE TO SUPPLY SAID INFO.

1. BILLING/ADVERTISING

The correct billing is as follows:

100% OTIS DAY

50% & THE KNIGHTS

a) Artists 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 written consent of the Artist and Artist's appearance.

2. ARTIST ACCOMMODATIONS

Purchaser agrees to provide two (2) private and comfortable dressing rooms large enough to hold ten (10) people comfortably in each. Dressing rooms shall be clean, well-lit and shall contain at least ten (10) chairs, two (2) large mirrors, clothes rack with hangers and shall be within easy access to clean, well-maintained rest rooms that are serviced by hot and cold running water and standard electrical outlets. Fourteen (14) large, clean, dry towels must be in dressing rooms. Dressing rooms MUST be lockable or have a security guard posted at all times. These rooms must have a minimum of two (2) 117V A.C. outlets that are operative. 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 **OTIS DAY & THE KNIGHTS** Band while on stage or off stage unless prior written consent is given by Artist's Management or Representative.

PURCHASER'S SECURITY & STAFF MUST, CONFISCATE ALL UNAUTHORIZED RECORDING DEVICES, AND HOLD SAID DEVICE UNTIL THE COMPLETION OF THE ENGAGEMENT.

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 (1) hour before the time scheduled for the engagement to begin:

- (12) Snapple Fruit juices - assorted flavors
- 12 cans of Energy drink (i.e., Monster or Rock Stars New Coffee flavor drinks)
- Regular & Diet sodas (Pepsi, Coke, 7up) 12 pack of each
- Hot tea with Lemon & Honey (two plastic squeeze bear bottles)
- Coffee (with cream & sugar accessories)
- One (1) bag of ice in a cooler
- Two (2) cases of bottled water
- Two (2) cases of imported bottled beer (Molson, Beck, Corona, Heineken or Dos Equis)
- One (1) bottle of Remy Martin VSOP (black label) Cognac
- A bowl of unsalted mixed nuts (at least two (2) cans)
- Bowl of potato chips, corn chips & pretzels w/ dips
- Sliced assorted fruit tray for 12 people
- Cheese and cracker assortment for 12 people
- Twelve (12) Hand Towels & Two (2) Bath Towels
- ALEVE LIQUID GEL CAPS

5. MEAL REQUIREMENTS

Due to the numerous problems in the past of catering to the varied eating habits of "Rock n' Roll" artists, we have found it to be advantages to a promoter to forego an additional catering expense, therefore in the interest of all, **\$250.00 in cash** shall be given to Tour Manager in lieu of a catered meal, at sound check.

6. ARTIST GUEST LIST

- a)** Twenty-five (25) complimentary tickets per show are to given to Artist at no cost.
- b)** All payments shall be made as provided herein. In the event Purchaser fails to make any payment at the time stipulated herein or breaches any other provision of this agreement, Artist shall have the right to without performance without prejudice to its rights hereunder.
- c)** Purchaser agrees to the following box office and ticket requirements: Purchaser shall be responsible to pay the Artist his percentage for every seat occupied within the place of performance.
- d)** All percentage payments provided for hereunder shall be paid to the Artist or representative and shall be accompanied with a signed written statement from Purchaser.
- e)** All ticket prices, scaling of the house and, any and all discounting of tickets must have the Artist prior approval. Such approval shall not be unreasonably withheld.
- f)** Purchaser further agrees to give said representative the right to enter the box office at any time (during the performance and after the performance) and to examine and make extracts from the box office records of Purchaser relating to the gross receipts of this engagement. A written box office statement certified and signed by the Purchaser will be furnished, along with signed bills of statements.

6. ARTIST GUEST LIST (cont)

g) Purchaser may not sell tickets to performance herein as part of a series of other concerts without prior written consent of Artist or Artist's representative. All tickets printed under the manifest shall be the onestub/one price variety. There shall be no multiple price tickets printed. Examples of tickets prohibited under this agreement are:

- 1) One** price for students and different price for general admission on the same ticket, **or**
- 2) One** price for tickets bought in advance and a different price for tickets bought at the gate on the same ticket.

h) 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.

I) On all engagement, percentage or otherwise, no deductions of expenses shall be made from Artist's monies unless Purchaser shall certify and present to Artist or Artist's representative a bona fide signed bill or statement from the company, person and or organization. If said Artist and/or Artist's representative approves payment for such bill or statement, Artist has the right to audit books and box office of Purchaser within ninety (90) days of engagement. Notification will be in the form of a certified letter.

7 CONCESSIONS

a) Purchaser agrees that he will no sell any products identified with **OTIS DAY & THE KNIGHTS** Band 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. No other groups or entertainers products may be sold.

b) Purchaser agrees that Artist and/or its 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, phonograph records and pre-recorded tapes. Purchaser agrees to provide adequate space for a representative of Artist to vend materials. Purchaser agrees that Artist will not, under any circumstances, pay Purchaser any monies obtained by sale of aforementioned articles. **No percentage will be paid to venue.**

8. SECURITY

a) 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 but not limited to stage sides and front, path between stage and dressing rooms, etc.

b) In between sound check and doors opening, or at time mutually agreeable to Purchaser and Artist's Tour Manager, a security meeting will be held. At that time, all security requirements for stage, dressing rooms and merchandising must be discussed and finalized.

9. PRESENTATION OF PERFORMANCE

It is strongly recommended that the presentation of the performance of **OTIS DAY & THE KNIGHTS** Band **not** be held in a venue with fixed floor seating. All non-fixed floor seating and/or other floor furniture should be removed to facilitate dancing and to lessen the chance of damages being held completely and wholly harmless for any damages incurred to facility and/or it's furnishings by any of the audience prior to, during and after the performance.

10. INSURANCE

The Purchaser agrees to provide public liability insurance coverage to protect against injuries to person or property as a consequence of the installation and/or operation of the equipment provided or used by the Artist, the contracted company and the contracted lighting company. In addition, it is agreed that the Purchaser shall maintain in effect a policy of Workmen's Compensation Insurance covering all of its employees who are involved in the installation, operation and/or maintenance of the equipment provided by Artist, the contracted sound company and the contracted lighting company against fire, theft, riot or any other act which would cause damage or harm to any equipment. The Purchaser shall provide Artist with a certificate of insurance coverage at least seven (7) days prior to the show date. However, if this certificate is not received prior to the show, the Purchaser is still solely responsible for complete insurance coverage. This clause is critical and must be part of this performance. In the case of any conflict of terms, the terms contained in this Rider shall prevail over other terms including printed, handwritten, or typed terms located elsewhere in this Contract. Purchaser specifically accepts all terms of this Rider unless Artist Management waives them. Such waiver shall be effective if initialed by both Artist Management or Representative and Purchaser

11. SETTLEMENT

- a) All monies to be paid in United States currency.
- b) All payments by the Purchaser to the Artist pursuant to this agreement shall be made in the form of *CASH* and in the case of concerts performed for a University, by a check drawn on a University account. Artist will refuse to accept a personal check as fulfillment of any portion of the Purchaser's obligation hereunder. If any fees remain to be paid hereunder at the time the performance commences, such balance shall be paid to Artist's Representative *PRIOR* to Artist's performance. In the event that the compensation payable to Artist hereunder is measured in whole or part by a percentage of receipts, Purchaser shall pay Artist's Representative the balance of the guaranteed amount *PRIOR* to Artist's performance, in one of the forms specified above. Any balance subsequently due on a percentage computation will be paid as soon as possible after the closing of the box office, no later than one half hour before the end of the Artist's last performance hereunder. At that time, a ticket printer's manifest, house seating plot, computerized ticket statement and a detailed box office statement will be given to Artist's Representative.
- c) In the event that compensation payable to Artist hereunder is measured in whole or in part by percentage of gross box office receipts, Artist shall have the right to set a limit to the number of free admissions authorized by Purchaser. If Purchaser is unable to accurately determine the number of persons admitted free, Purchaser agrees to accept as binding a reasonable estimate made by Artist Management or Representative. Further, Purchaser agrees that at no time will the number of free admissions for ticket giveaways, radio, T.V., press and related media, house guests and guests of Purchaser exceed 25 persons.

12. CANCELLATION, ILLNESS, FORCE MAJEURE

Artist shall have the right to terminate this agreement if:

- a) **Artist's** band shall become ill or incapacitated for any reason.
- b) **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 outbreak of violence or civil strife of any kind.
- c) **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, conditioned, national or local state of emergency, fire, Acts of God or other similar events or conditions of any character beyond the control of the Artist.
- d) **Performance** of any of Artist's obligations shall expose Artist, Artist's employees or Purchaser's employees, agents or independent contractors to civil criminal proceeding of any kind.

13. 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) 24 channel mixing console.
- One F.O.H. Technician.
- Full effects rack including Digital Reverb, Delay, Gates & Comp's etc...

Monitor System:

- One (1) 24 x 8 channel mixing console.
- Full effects rack including Digital Reverb, Delay, Gates & Comp's etc...
- Ten (10) monitor wedges, each with 15" woofer and a horn.
- One House Monitor Technician.
- See stage plot for reference.
- Five (5) SM-58's for Vocal microphones.
- Three (3) boom stands (BAND)
- Two (2) straight stands **"USE 50' MICROPHONE CABLES FOR OTIS & AMELIA"**

-DRUMS:

- One (1) AKG D112 or equivalent for the Kick.
- Three (3) condenser microphones for HH & OH'S.
- Four (4) dynamic microphones for Snare & Toms.

-GUITARS & KEYBOARDS:

-Two (2) SM 57' microphones for Guitar Amps.

-Three (3) direct boxes for Bass Guitar & Keyboards.

Purchaser agrees to hold Artist harmless for any damages that might occur to the sound system and/or thereof for the duration of the engagement (i.e. sound check). Purchaser warrants that the sound system and its components are in good working condition and that it shall be the sole responsibility of Purchaser to protect said sound system and its components.

Lighting:

Purchaser agrees to hire the service of one (1) professional lighting technician at his sole cost and expense.

Purchaser agrees to provide at his sole cost and expense a stage lighting system with the following equipment:

Forty-Eight (48) 1,000-watt pars cans with colored gels; especially, magenta, peach, sun yellow and florescent blue. NO green One (1) Super Trouper Spot or equivalent, with flesh gel or equivalent.

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AS OF AUGUST 2012

Sound and Light 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, 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 the following*):

24 ft. deep by 42 ft. wide by 3 ft. High Minimum, Plus Sound Wings and Barricades across the front of stage.

-One (1) 8 ft. by 8 ft. drum riser

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

Dave Fiumano 702) 837-2600 or 702) 354-3434 Tour/Production Manager

14. EQUIPMENT/BACKLINE REQUIREMENTS

INSTRUMENTATION AS FOLLOWS:

a. = FIRST CHOICE **b.** = SECOND CHOICE

GUITARS:

-Two (2) Fender Stratocaster Guitars.

-Two (2) GUITAR AMPS: (ONE amp per player; and one 4x12 per player)

Guitar Players #1 & #2 (Same Amplifier Setup)

-One (1) MARSHALL JCM900 SERIES HEAD (100-watt amp) W/ VOLUME SWITCHING CONTROL

-Two (2) One 4X12 speaker cabinet

-Two (2) Guitar Stands

BASS GUITAR:

-One (1) Fender Precision or Jazz 5 String Bass Guitar.

-One (1) BASS AMP:

a. SWR SM 900 or SM 1500 w/ One Four Ten Cabinet & One 18" speaker cabinet.

b. EDEN WT800C or WT1205 or GK800 RB w/ One Four Ten Cabinet & One 18" speaker cabinet.

-One (1) Guitar Stand

KEYBOARDS:

-One (1) Two Tier Keyboard Stand

-One (1) Padded Stool

KORG TRITON PRO **AND** one of the following:

a. KURZWEIL PC88.

b. KORG OI-W.

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DRUMS: (see attached sheet for plot)

a. YAMAHA (Recording or Tour Custom Series)

b. DW (Classis or Collector's Series)

-One (1) 22" Kick Drum.

-Two (2) 14" Snare Drums (one to be used as replacement).

-Two (2) Rack Toms 10", 12" pinstripe heads.

-One (1) 16" Floor Tom

-Six (Zildjian Cymbals) 1)-20" extra heavy ping series Ride, 1) 18" & 1) 16" crash, 1) 10" & 1) 8" splash

and 1) 16" China "Thin".

-One (1) set of 13" KZ High Hats.

Otis Day drum explanation:

Drum set: (first choice) Yamaha recording custom (2nd choice) DW

Kick: 20" kick preferred, if a 20" kick is not available then 22"

Snare: 13x5 1/2 metal or wood snare preferred, if not available 14x 5 1/2 wood or metal

Tom's: 10" 12" Rack Tom's (STANDER SHORT TOM'S NO LONG POWER TOMS) mounted to kick drum NOT ON STANDS 14" or 16" floor tom with leg's

Cymbal Stands: 5 boom stands one straight stand

HH stand: Three leg DW stand with short hh rod and NO TWO LEG STAND

Cymbals: 12" or 16" china 13" or 14" KZ hats 16" crash 20" ping ride" 8" or 10" splash 17" crash & 18" crash, all Zildjian

Throne: Rock&sock no back rest

Foot notes: I will bring my own sticks and pedal and I would like to request a fresh coated Ambassador head on snare drum.

****IMPORTANT**:** OTIS DAY & THE KNIGHTS WILL *NOT* PERFORM ON ANOTHER BAND'S EQUIPMENT WITHOUT *PRIOR* CONSENT FROM THE TOUR MANAGER. ALL EQUIPMENT MUST BE IN EXCELLENT WORKING CONDITION. PURCHASER AGREES TO SET STAGE AND EQUIPMENT ACCORDING TO STAGE PLOT *PRIOR* TO SOUND CHECK AND/OR SHOW.

Purchaser may not supply any equipment other than first choice without prior consent from Tour Manager or Responsible Agent at **Variety Artists International, Inc.** If first choice requirement cannot be met, contact the above immediately for approval before substituting with 2nd or 3rd choice equipment.

Purchaser agrees to hold Artist harmless for any damages that might occur to equipment for the duration of the engagement and/or parts thereof. Purchaser warrants that the equipment and its components are in good working condition and that it shall be the sole responsibility of Purchaser to protect said equipment and its components.

OTIS DAY & THE KNIGHTS

INPUT LIST

1. KICK
2. SN
3. HAT
4. RACK TOM-L
5. RACK TOM-R
6. FLOOR TOM
7. OH-L
8. OH-R
9. BASS DI
10. GUITAR 1
11. GUITAR 2
12. KEYS DI-1
13. KEYS DI-2
14. VOX-1 *OTIS DAY*
15. VOX-2 *AMELIA*
16. VOX-3 *GTR-1*
17. VOX-4 *BASS*
18. VOX-5 *GTR-2*

OTIS DAY & THE KNIGHTS **MONITOR MIXES**

Side Fills: (*When Available*) Bass, Kick, Snare and Keyboards.

Monitor Mix 1: (*Otis Day*) Otis's Vocals, Kick, Snare, Bass Guitar, and Keyboards.

Monitor Mix 2: (*Amelia*) Amelia's Vocals, Kick, Snare, Bass Guitar and Keyboards.

Monitor Mix 3: (*Guitar-1 Stage Left*) Vocals for this player only, Guitar #1, a little of Guitar #2, and little Kick.

Monitor Mix 4: (*Bass*) Vocals for this player only, Bass Guitar, Kick and Hi Hat, a little of the Keys and Guitar #2.

Monitor Mix 5: (*Drums*) Drums, Bass, Guitars #1 & #2 and a little of the Keys.

Monitor Mix 6: (*Guitar-2 Stage Right*) Vocals for this player only, Guitar #2, Bass, a little Guitar #1, a little Kick.

Monitor Mix 7: (*Keyboards*) Keyboards, Bass, a little of Guitar #1.

For Additional inquiries in regards to the rider:

David Fiumano (Tour/Production Manager)

PH: 702) 837-2600

CELL: 702) 354-3434

Email: mrfee2008@yahoo.com

***ALL CHANGES ON THIS RIDER MUST BE APPROVED BY
TOUR/PRODUCTION MANAGER***

AGREED AND ACCEPTED:

BUYER/DATE:

ARTIST/DATE:

****IMPORTANT**:** OTIS DAY & THE KNIGHTS WILL *NOT* PERFORM ON ANOTHER BAND'S EQUIPMENT WITHOUT *PRIOR* CONSENT FROM THE TOUR MANAGER. ALL EQUIPMENT MUST BE IN EXCELLENT WORKING CONDITION. PURCHASER AGREES TO SET STAGE AND EQUIPMENT ACCORDING TO STAGE PLOT *PRIOR* TO SOUND CHECK AND/OR SHOW.

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**OTIS DAY & THE KNIGHTS
AS OF MARCH 2012**

AGREED AND ACCEPTED:

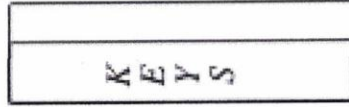
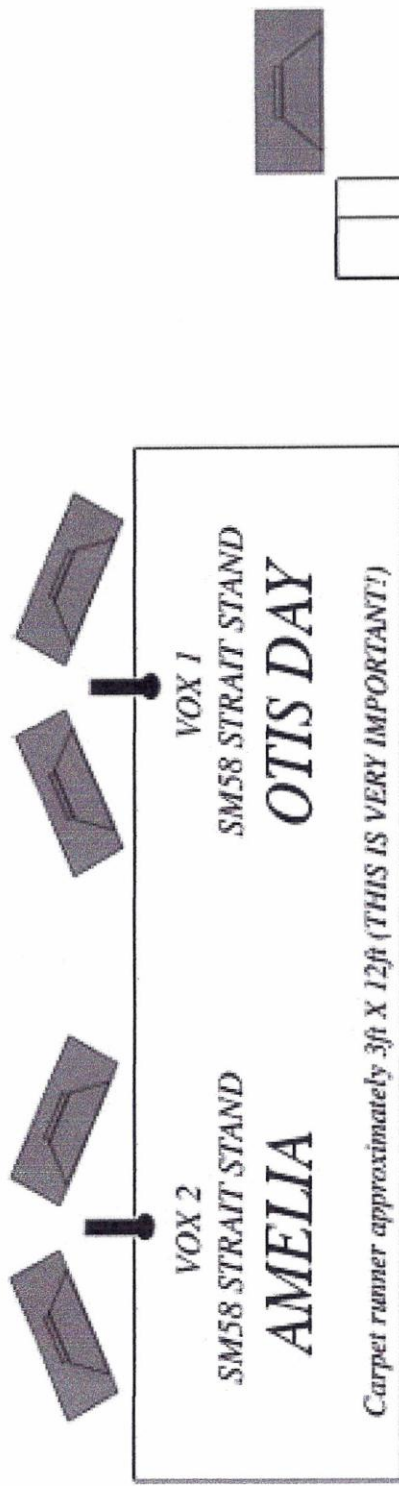
BUYER _____

DATE:

ARTIST _____

DATE:

OTIS DAY & THE KNIGHTS



- 2 KEYBOARDS
- 1 TWO TIER STAND
- 2 DI BOXES
- 1 PADDED STOOL

