

The Allan Harris Band

Contact: Love Productions Records Management
Pat Harris 212 862 3301
timura@allanharris.com
Website: www.allanharris.com

The Allan Harris Band

*****RIDER*****

PURCHASER IS TO PROVIDE AT HIS/HER SOLE EXPENSE:

A1. Billing on all advertising and publicity must appear as follows:

THE ALLAN HARRIS BAND (100%)

A2. ARTIST is to receive 100% star billing on ALL publicity releases and paid advertisements, including without limitation: online/digital ads, programs, flyers, signs, newspaper ads, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by ARTIST OR HIS REPRESENTATIVE.

A3. PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by ARTIST in all advertisements. No product, service, or publication using the name or likeness of ARTIST may be produced, sold, or distributed without the prior written consent of ARTIST.

A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotion or appearance without prior written consent from ARTIST OR HIS REPRESENTATIVE.

A5. PURCHASER agrees that there shall be no signs, placards or other advertising materials on or near the stage during the entire performance; nor shall any such advertising appear on tickets, flyers, handbills, or posters without the prior consent of ARTIST; nor shall the ARTIST'S appearance be sponsored by or in any other way tie-in with, any political candidate, commercial product or business.

A6. ARTIST retains rights and control over corporate concert sponsorship and/or tour sponsorship. In the event a tour sponsorship is added at any time before or after contracting is completed, it is understood that the PURCHASER will make the best efforts to incorporate the tour sponsor's name, logo, and other requirements to any and all advertising henceforth.

A7. ARTIST shall have sole and exclusive merchandising rights.

A8. PURCHASER will make available ten (10) complimentary tickets per show to ARTIST for their sole use. Seats must be in preferred or in VIP locations. ARTIST will contact the box office no later than one hour prior to the concert in the case of unused tickets.

A9. Purchaser shall have the right to distribute 1% of the sellable house for use for media, sponsor, and other promotional needs. These tickets do not include tickets set aside for artist requirements. No other complimentary tickets are to be distributed without express written permission of artist.

B. MISCELLANEOUS

B1. PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. ARTIST shall complete said setup one hour prior to time of performance.

LOAD-IN AND SETUP. FESTIVAL PRODUCERS ARE REQUIRED TO COMPLY WITH THIS POLICY UNLESS OTHERWISE AGREED IN WRITING WITH THE ARTIST'S REPRESENTATIVE.

B2. PURCHASER shall not permit and will prevent:

The recording, filming, taping, videotaping or any broadcast of the ARTIST'S performance or any portion thereof without the ARTIST'S written approval.

B. The manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or performance without the ARTIST'S written approval.

B3. No discrimination for reasons of race, religion, sex, age or country of national origin shall be permitted or authorized by PURCHASER in connection with the sale of tickets, admission, seating, or accommodation at the engagement.

C. TECHNICAL REQUIREMENTS: SEE BELOW

D. PAYMENT AND LEGAL CONTRACTUAL CLAUSES

D1. 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 provision of this agreement, ARTIST shall have the right to withhold performance without prejudice to his rights thereunder.

D2. A representative of the ARTIST shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall be given full access to all box office sales and shall otherwise be permitted to reasonably satisfy himself as to the gross gate receipts, (and expenditures if required) at each performance thereunder.

D3. Insurance:

(a) Purchaser hereby warrants and represents that it has and will maintain in force a comprehensive general liability insurance policy with _____ licensed to do business in the State of _____, Policy No. _____ which policy provides coverage of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate containing all broad form CGL extensions and Non-Owned/Hired Automobile Liability and \$5,000,000 Umbrella Liability insurance.

(b) Purchaser further warrants and represents that said insurance policy shall name Producer, its employees, agents, servants and contractors as additional insured parties for the full period of the Engagement, including any rehearsal period and post production periods, and that same is cancelable only upon six (6) day prior written notice to Producer.

(c) All premiums for such insurance shall be paid timely by Purchaser and Purchaser hereby indemnifies and agrees to defend and hold harmless Producer and its employees, contractors and/or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect result of the Engagement. Purchaser shall also hold harmless Producer and its employees, contractors, and/or agents from and against any and all loss, damage and/or destruction occurring to its and/or its employees', contractors', or agents' instruments and equipment at the place of the Engagement, including but not limited to, damages, loss or destruction caused by Act of God. The employees of the Purchaser are not the employees of the Producer. The insurance liability of the Producer shall be limited only to claims from its employees and does not apply to the Purchaser's employees.

(d) The Purchaser further warrants and represents that it has had and maintains at all times during the terms of this Agreement Workers Compensation Insurance, including Employers Liability

Coverage for its employees and others who are involved in the installation, operation and/or maintenance of the equipment provided by Producer, the lighting supplies and sound suppliers.

D4. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and ARTIST shall not be liable, in whole or in part, for any obligation that may be incurred by PURCHASER in carrying out any of the provisions hereof, or otherwise. Further, PURCHASER warrants and represents that he/she has the legal capacity to enter into this contract.

D5. This agreement may not be changed, modified or altered except by an instrument in writing by both parties.

D6. Any proposed additional terms and conditions which may be affixed to this contract by PURCHASER does not become part of this contract until signed by ARTIST. By sole act of signing, PURCHASER readily accepts all provisions of this contract, regardless of any additions or deletions PURCHASER may try to make.

D7. PURCHASER at his/her sole expense shall obtain licenses, permits, or other approval required from any union, public authority, performing rights society or other entity having jurisdiction with respect to the engagement, and shall comply with and fulfill all terms and conditions set forth therein.

D8. If State, Local or Amusement tax is to be withheld for this engagement, Purchaser shall furnish ARTIST with a copy of the tax law dictating this policy. This copy must be returned with the signed contracts for this engagement. PURCHASER must also furnish ARTIST with an official State or City tax deduction receipt claiming the amount to be withheld on the night of the performance.

D9. Artist's obligation to perform thereunder shall be excused if artist, or any of his group or essential crew, is unable to perform as a result: illness or injury; detention resulting from inability to obtain reasonable modes of transportation; riots or other civil strife; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; or any other cause beyond artist's reasonable control. In such event, artist will not be required to perform and shall return to purchaser any deposits paid, less costs incurred by artist and neither party shall be under any other obligation to each other. In the event this concert is scheduled in a open air venue, inclement weather shall not be considered an act of God.

D10. Any material breach of this Agreement by PURCHASER may cause the ARTIST, at the ARTIST'S sole option, to terminate the Agreement. If such a breach occurs, PURCHASER shall be obligated to the ARTIST for the full guaranteed amount of this Agreement and shall forfeit all deposit moneys paid to the ARTIST or his agent as immediate and liquidated damages without prejudices to further legal action by the ARTIST.

This Agreement shall be effective only when signed by PURCHASER and returned to ARTIST'S booking agency. All attachments and addendum are considered a part of this contract rider and are binding.

AGREED TO AND ACCEPTED BY PROMOTER

Artist

This production rider has been prepared to facilitate the Artist's best Performance and must be adhered to. If for any reason a requirement cannot be met, written notification must be submitted to Pat Harris at Love Productions Records. In addition, Artist must agree to any alterations to this rider in writing. Any alterations, which have not been confirmed in writing, shall be of no effect whatsoever. Pat Harris will contact the designated Promoter Representative approximately 7-14 days prior to the show day to go over all the details relating to the Production. Pat's cell (917) 623-7144.

PROMOTER REPRESENTATIVE

Promoter agrees to furnish its personal representative capable of making any decisions pertaining to the engagement from the time of arrival of the production equipment (including outside staging materials) through the time of departure.

The Promoter will provide to the manager by email:

timura@allanharris.com telephone 917 623 7144 or the (business, home and mobile) telephone numbers and emails of their principal representative, so that person may be contacted no less than 10 days immediately prior to the engagement.

FACILITY ACCESS

Promoter must provide ground transportation to and from the airport or train station and to and from the venue. Complete Vehicle and Personnel access to the venue at the time to be agreed upon with the Manager. If agreed upon prior to this rider, Love Productions Records may use one (1) vehicle, and any restrictions, limitations or interruptions to their access should be made known to the Manager immediately. All necessary city and police permits must be applied for and obtained to allow parking for the above mentioned vehicle(s) and to enable loading/unloading from the street to the venue. Parking is required as close to the venue as possible.

PERMITS

The Promoter is responsible for applying for and obtaining all necessary permits that are required for the engagement. Where necessary, these should include the following:

- Noise level Permits
- Driving and Parking Permits
- Radio Permits

DRESSING ROOMS

Promoter agrees to provide at least one (1) comfortable and secure dressing room, which is adequate for five (5) adults and one (1) small dog, prior to, during and after the Artist's entire performance. If more than one dressing room is available, Allan Harris will utilize one of them as his private room. Such rooms should be clean, dry, well lit, heated or air-conditioned, and shall be within easy access to clean lavatories and to the stage. Promoter shall be solely responsible for the security of items in the dressing room and shall keep all unauthorized persons from entering said area.

All "meet and greets" (with ARTISTS' prior approval) should take place in an area separate from the ARTISTS' dressing room.

Promoter agrees to provide at its sole cost and expense, easily accessible internet access via LAN or WiFi network, or any other standard method of internet access. Access point should be located in the Artist's dressing room and/or another nearby, accessible and secure location.

SOUNDCHECK

Artist will have a soundcheck of at least 60 minutes not including set-up or break down times.

SHOWERS AND TOWELS

If there is a shower ...the Promoter will supply six clean towels. These towels should be large bath towels for band and crew to take showers. They should be placed in the production office at the time of the load in. The promoter will also supply two bars of good quality soap. The Promoter will also supply showers for the band and crew. These showers should be clean and sanitized. There should be plenty of hot and cold running water and these showers should remain open until one hour after the completion of the load out.

BACKLINE REQUIREMENTS

Promoter shall provide in perfect working order, all equipment listed below. If you have any problems, substitutions or questions, please contact Pat Harris cell (917) 623-7144 Email timura@allanharris.com

STAGE

- a. Stage size preferred to be no less than 25 feet (10m) wide by 20 feet (7m) deep.
- b. Professionally qualified technical staff for all lighting and sound systems under the sole direction of Artist from load-in and sound-check, all through performance, and load-out.

MUSICAL INSTRUMENTS/BACKLINE ITEMS

1. A Steinway concert grand or baby grand piano tuned to A440 pitch on the day of the performance (Fazioli or Yamaha is also acceptable) Plus a B3 with Leslie but if that is not available, then a Nord Electro 61 key, and a Fender Blues Jr. guitar amp to be mic'ed with a bench or stool to be provided. If a Nord isn't available, a comparable organ modeling keyboard is acceptable such as a Korg CX3 or Hammond VK, SK, XK.
2. 3x 1/4 inch cables
3. Four (4) Mic cables and (4) Direct In boxes)
4. Three (3) electric guitar stands
5. 1 vocal microphone for Allan Harris on a boom stand (**Neumann, or Shure Beta 58A**)
6. 7 musician mics total: 1 vocal mic for piano/vocals, 2 for piano, 1 vocal mic for drummer/vocals and 3 for drums,
7. Five (5) floor monitors
8. One (1) carpet, oriental type or other nice quality/style for Allan Harris to stand on.
9. Four-pack of 9 Volt batteries
10. An upright acoustic bass and bass amp (See below)
11. Jazz drum set (See below)
12. Guitar Amp (See below)
13. First-class sound and lights. The sound system shall be a professional crisp clear PA system from a reputable company, capable of evenly covering the entire listening area.
14. Five (5) dark hand towels for onstage use by each band member and bottled water on stage for band
17. One (1) small table for water, (w/ a glass for drinking & a bottle for re-fills) set up behind Allan's guitar amp
18. Four (4) music stands with lights

FOR DRUMMER (YAMAHA maple drums preferred):

Snare Drum-- 14"x 5.5 or 6"

Mounted Tom 1-- 10"x8" (No "power toms")

Mounted Tom 2-- 12"x10"

Floor Tom-- 14" x14" (Must have legs. No stand mounted floor toms)

Bass Drum -- 18" X 14" (No BD lift system)

HARDWARE:

Four (4) Yamaha Boom-Arm cymbal stands

One (1) Yamaha Hi-hat stand

One (1) Yamaha Snare Drum stand

One (1) Yamaha Bass Drum Pedal

One (1) Yamaha, or similar, thickly cushioned drum throne

All Drums should have coated heads. Bass drum should have nothing inside. (i.e. pillows, blanket, etc.)

BASS GK - 12 or 15; Ampeg B15; Hartke with 12 or 15

GUITAR - Roland or Fender Twin Reverb Guitar Amp

CATERING REQUIREMENTS

Promoter agrees to provide at his sole expense, all catering arrangements for the Artist and crew. Promoter must use a reputable catering company. A representative from the catering company shall be on hand at all times and available to the Artist's representative.

Below are the numbers of people that will require catering, these numbers and requirements will be confirmed by the Manager, prior to the arrival date. These numbers do not include any support acts or local crews. The Manager will go over menus with either the Promoter representative or the local catering company. If lunch and dinner will not be provided, a buyout of at least \$30 per person must be provided.

DINNER: One (1) Entree for five (5) adults for Dinner (with a chicken, pasta or fish option)

HOSPITALITY (Green Room or backstage)

Two bottles of wine (1 Cabernet Sauvignon and 1 Sauvignon Blanc)

Espresso Coffee, tea, cream, lemons, honey

Assortment of fruit juices

Five (5) bottles of sparkling water; 8 bottles of spring water (.5 liter or larger)

One (1) Crudite platter with ranch dressing

One (1) assorted Deli Meat platter

Assorted condiments, including ketchup, spicy mustard, mayonnaise, tabasco/hot sauce

Whole wheat grain bread and sandwich rolls

Assorted fresh fruit, e.g. pears, oranges, pineapple, blueberries, melons

One large bag of Pretzels

Sufficient quantities of Cups, Utensils and Plates

Accommodations for five (5) adults:

Four(4) Hotel Rooms to be provided, Four (3) single rooms with queen-sized beds, TVs and internet access;

One (1) double occupancy or suite with a king-sized bed and internet access for Allan & Pat Harris.

AGREED TO AND ACCEPTED BY PROMOTER

Artist