

# THE MOONKIDS RIDER

Dear Purchaser:

This Rider is attached to, thereby making it an integral part of the contract.

The Terms set forth in this Rider shall amend and supersede any of those that are similar and previously addressed in the Contract. For clarification, those terms outlined in the Contract that are not included or addressed in this Rider shall still be considered binding.

Please note the following Artist contacts with respect to the Rider:

Artist's Tour Manager

Bill Anderson

UK Mobile: +44 (0) 7850486633

Email: billanderson1988@gmail.com

Artist's FOH Manager

Duncan Aitken

UK Mobile: +44 (0) 7921513935

Email: duncanaitken1981@gmail.com

Artist's Agent

Tim Barr

UK Mobile: +44 (0) 7905831102

Email: tim.barr@outlook.com

The Terms of this Rider are as follows:

## **1. INSURANCE**

1.1. Minimum Coverage. The Purchaser agrees and accepts that they must have the following insurance coverage for the Concert(s) to which this Rider pertains.

Documentary proof of this insurance must be available for inspection by Artist or Artist's representative at least 35 working days before the date of the Concert.

1.1.1. General damage with levels covering claims for damage to the Venue, its furniture, fittings, mechanical and electrical equipment.

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- 1.1.2. Employer's liability (unlimited) covering claims for damage to the Venue, its furniture, fittings, mechanical and electrical equipment.
- 1.1.3. Public liability with levels covering claims by members of the public or their families in the event of personal injury or death whilst attending the show
- 1.1.4. Event cancellation with levels covering 100% of Artist's compensation, including but not limited to artist's guarantee and any agreed to travel, production, bonuses or other Artist compensation or reimbursement(s)
- 1.2. Artist Indemnification & Hold Harmless Clause. Neither Artist nor any Artist employees, agents, associates, affiliates or representatives are responsible for any damage howsoever caused, within the confines of the Venue either before, during or after the performance by any persons other than the Artist's, employees of the Artist or the Company. Furthermore Purchaser will indemnify and hold harmless the Artist and their employees, agents, associates, affiliates and representatives against all claims, either financial or otherwise, relating to damage or personal injury unless said damage or injury was caused solely and directly by the actions of the Artist or their employees

## 2. CANCELLATION

- 2.1. Artist's Right to Cancel. In the event of any of the following circumstances Artist reserves the right to cancel the Contract. Such a cancellation will render the Artist free of their obligations herein. Furthermore, Artist will in no way be liable for any loss either financial or otherwise suffered by the Purchaser due to such cancellation.
  - 2.1.1. At the Company's absolute discretion by notice in writing no later than thirty (30) days prior to the day of the show. In the event any amount paid to the Artist as a deposit, or as an advance on the fee, will be immediately refunded to the Purchaser.
  - 2.1.2. If the Purchaser commits an act of bankruptcy or suffers something similar.
  - 2.1.3. If the illness or incapacity of the Artist or someone in the Artist's band makes it impossible or inadvisable for Artist to perform a satisfactory performance.
  - 2.1.4. Any labor or union dispute which prevents the venue's technical, security or administrative staff, or the stagehands from performing their duties relating to the show to the complete satisfaction of Artist.
  - 2.1.5. The breakdown or failure of the transportation of the Artist, their roadcrew or equipment which renders it impossible, in the opinion of the Artist, to satisfactorily present the Concert.
  - 2.1.6. The performance of any of the Purchaser's obligations which expose the Artist, their roadcrew, their agents, employees and independent contractors to civil or criminal proceedings of any kind.

- 2.1.7. The performance of any of the Purchaser's obligations which expose the Artist, their roadcrew, their agents, employees or independent contractors to physical danger of any kind, as determined by the Artist or their representative(s).
- 2.1.8. Any order or instruction of the police, judiciary, local or national government, by-law or venue regulation which in the opinion of the Artist or Artist representative renders it impossible to satisfactorily present their complete show.
- 2.1.9. Any act of God or event beyond the reasonable control of the Artist, including, but not limited to, fire, flood, epidemic, riot, fuel rationing, strike or public disorder which in the opinion of the Artist renders it impossible for the Artist to satisfactorily present their complete show or which endangers the Artist, their roadcrew, their equipment or the audience.
- 2.1.10. The segregation of the audience, or the denial of access to the venue, by reason of race, color or creed.
- 2.2. Artist's Right to Payment. Should Purchaser cancel event for any reason whatsoever not directly associated with Artist's breach, Purchaser shall pay Artist in full for all performance fees, bonuses and expense reimbursement amounts per the terms agreed to if Artist is ready, willing and able to perform.

### 3. SECURITY

- 3.1. Security Guarantee. Purchaser shall guarantee proper security at all times, to ensure the safety of the Artist, Artist's auxiliary personnel, instruments and all equipment, vehicles, costumes and personal property, before during and after the performance. If security provided by the Purchaser is deemed to be insufficient, then Artist reserves the right to request additional security personnel, to be supplied at no cost to the Artist. Any failure to fulfill the terms and conditions of this clause, or a situation which, in the opinion of the Artist endangers the safety of the Artist, artist's roadcrew or employees, may, at the sole discretion of the Artist, result in the cancellation of the show without prejudice to the Artist's fee as agreed.
- 3.2. Theft. Purchaser shall be responsible for any loss or damage to the Artist's equipment once on the venue premises.

### 4. GUEST LIST

- 4.1. Complimentary Tickets. Purchaser shall provide a minimum of ten (10) complimentary available for each performance to the Artist. These tickets may be used against names provided on a "guest-list" to be submitted to Purchaser on the day of the Concert. No complimentary tickets, other than those requested above, may be issued by the Purchaser or the venue authorities without the express written consent of the Artist.

### 5. BILLING

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- 5.1. Billing. Artist shall receive 100% star billing in all manner and forms of advertising in connection with this engagement. Artist shall receive 75% Special Guest billing in support situations. Artist shall have the absolute right to approve or reject any and all forms of promotion and advertising relating to the Concert.

## 6. CREATIVE CONTROL

- 6.1. Production. The Artist shall have sole and exclusive absolute control of all elements of the performance of each engagement including staging, lighting, sound and creative and theatrical material for the duration of the event.

## 7. HOSPITALITY & CATERING

- 7.1. Dressing Room. All Dressing Rooms are for the exclusive use of Artist, band & technicians. All Dressing Rooms shall be clean and furnished/decorated to standards suitable for an international touring artist. All dressing rooms should have access to a private toilet and facilities with hot and cold running water. All dressing rooms should have available high-speed internet access and maintain adequate power outlets, air conditioning, heating and ventilation facilities. All dressing rooms shall be furnished with 10 clean towels (no bar rags).
- 7.2. Catering Requirements. Purchaser agrees to provide the following in Artist's Dressing Room upon Artist's arrival. All Dressing Rooms to include all required cutlery, glasses, hot cups, mugs, plates, napkins, cool boxes, bottle openers, corkscrew, etc. Please note that the requirements are for Artist and Artist's touring personnel only. No allowance has been made in these quantities for any opening acts, local crew, Purchaser staff, venue staff, etc.
- 7.2.1. 30 minutes prior to load-in.
- 12x 500ml bottles of water at (CHILLED)
  - 4 bottles of sparkling water at room temperature
  - 24x bottles of premium beer (no Carling, Tuborg, Carlsberg or Fosters)
  - 1 bottle of premium vodka w/ club soda & limes
  - A selection of crisps
  - Sandwich ingredients (selection of breads, cold meats, fish (tuna, smoked salmon or smoked trout), cheeses and condiments)

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## 7.2.2. Evening meal.

- 7x hot meals or Dinner Buy Out Option

## 7.2.3. Dinner Buy-Out Option. Artist will accept a dinner buy-out at a rate of 15 GBP/Euros per person (7 people) to be available directly after sound check. Beverages still required.

## 8. MERCHANDISING

- 8.1. Right to Sell. Artist shall have the sole and exclusive right, but not the obligation, to sell Artist's souvenir products, the receipts from the sales thereof, which shall belong exclusively to Artist.
- 8.2. Required Space. Purchaser to provide adequate display areas and sales areas in the foyer or entrance lobby of the venue.
- 8.3. Merchandise Fees. Purchaser must inform the Company or Artist's Agent of any venue merchandising facility fees.

## 9. SOUND & LIGHTS

- 9.1. Purchaser Requirements. If the Contract states that Purchaser to supply "sound" or "PA" or "lights" or similar, this means that Purchaser to supply at no cost to Artist all audio equipment and audio technicians as specified on attached *Technical Requirements* documents.
  - 9.1.1. Mics. Purchaser shall provide Mics and DIs as specified in input list. Purchaser shall provide 2 DI boxes (pref. BSS).
  - 9.1.2. Power. Purchaser shall provide 240 V /
  - 9.1.3. Stage. Purchaser shall provide Artist access to a free and clear stage upon arrival for load-in.
  - 9.1.4. PA System. Purchaser shall provide a PA capable of providing at least 115dB (A) of undistorted full range audio at the mix position. System shall be a minimum of 3-way active with suitable coverage and power for size and capacity of the venue. Acceptable components include D&B J-Series/C-Series/Q-Series, L'Acoustics K1/V-Dosc/dV-Dosc/Arcs, Martin Wavefront, Turbosound Flood/Flash/Aspect and Nexo PS15. No Peavey, Mackie, Behringer, etc.
  - 9.1.5. FOH Console. Purchaser shall provide a minimum of 32 mono channel console with 4 band fully parametric EQ on each channel. Any channel sharing will be at the discretion of the touring FOH engineer. Acceptable consoles include Midas Heritage/XL7/Pro 2/6, Digidesign Profile/Venue, Soundcraft Vi6/Vi4/Series 5, Yamaha PM5D/PM5000/PM4000. No Mackie, Peavey, Spirit, Behringer, etc.

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9.1.6. FOH Inserts and FX. Purchaser shall provide a minimum of the following

- 1x stereo 31-band graphic to be used on the stereo mix bus (pref. DN360/370)
- 3x multi effects units (including Lexicon PCM/Yamaha SPX 990)
- 1x tap delay (pref. D2)
- 6x channels of frequency conscious gating (pref. BSS DPR 504)
- 8x channels of good quality compression (pref. BSS DPR 402/DBX 160)

9.1.7. Monitors. We do not travel with monitor engineer

- If none provided mixing foldback from FOH will suffice
- 3 matched pairs of bi amp'd wedges
  - 31 band graphic EQ inserted across each mix

9.1.8. Lighting. Purchaser shall provide a lighting rig that is appropriate for the

size and scale of the show. Artist is not traveling with a lighting engineer. Purchaser agrees to provide access to and use of the venue's lighting agree and shall provide a competent lighting engineer at no cost to the Artist.

9.1.9. Visuals. Artist may be carrying a backdrop that requires adequate hanging points on a rear bar of truss.

## **10. ARTIST PAYMENT & BOX OFFICE**

10.1. Balance Due. The outstanding amount due in respect of the Artist's guaranteed fee will be paid in full in cash on the night of the Concert. Any amount due in respect of the percentage break part of the fee shall also be due in cash on the night of the Show. However the Artist reserves the right to be paid by either check, bankers draft or bank transfer as Artist deems appropriate. All bank and/or wire transfer charges shall be paid by Purchaser.

10.2. Deductions and Withholdings. The Purchaser shall be solely responsible for any deductions, withholding taxes or dues, which may be due to any authority as is customary in transactions of this nature. Furthermore, the Purchaser agrees to render to Artist all reasonable assistance to provide necessary documentation related to recovery of any sums withheld.

10.3. VAT. Artist is not VAT registered.

10.4. Audit Rights. With respect to performances where the Artist's fee, or part of the Artist's fee, is based upon a percentage deal, the following provisions shall be in effect:

10.5. Expenses. With respect to Contracts wherein the Artist's fee may be affected by expenses, Purchaser shall keep all expenditures to a minimum and shall be liable for all payments whether or not mentioned herein. If a payee's receipt is not produced then the Purchaser shall be deemed not to have paid the expense concerned.

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- 10.6. Ticket Manifest. The Management shall furnish to Artist a ticket manifest setting forth the number of tickets to be sold in each category.
- 10.7. Box Office Presence. An Artist representative shall have the right to be present in the box office prior to, during and after the performance. Furthermore, they will have the right to examine and to make copies of all relevant box office records and access to ticket agency statements and any relevant accounts held by the Purchaser, any ticket agency or the venue for the purpose of verification of payments due to the Company hereunder.
- 10.8. Show Settlement Statement. Percentage payments shall be accompanied by a detailed schedule setting out all gross receipts and income from and expenditure incurred in connection with the Concert(s) and shall make available to the Artist all documents, papers, vouchers, receipts, ticket books and all other matter to enable the Artist to verify figures.

## 11. VENUE ACCESS & LOCAL CREW

- 11.1. Local Stage Hands and Crew. Purchaser to supply necessary able-bodied, experienced stagehands to assist Artist and Artist's crew in all aspects of unloading/loading, setting-up/packing down of Artist's equipment.
- 11.2. Load-in. Artist and Artist's roadcrew shall have access to the venue as deemed necessary by Artist. All access times to be discussed and agreed in advance.
- 11.3. Parking. Purchaser shall provide, at no cost to the Artist, ample parking space at the venue for all Artist touring vehicles, including all trucks, busses, vans and cars.
- 11.4. Electrician. The Purchaser shall provide a fully qualified electrician familiar with the venue's electrical system, to be present at load-in, to be on-call throughout the day, and to be present during show-time and load-out.
- 11.5. Soundcheck. Purchaser to ensure Artist has a minimum of one hour to soundcheck with local individual responsible for sound during the Concert present. Please advise of any noise restrictions.
- 11.6. Artist Representative. Purchaser shall provide the services, at no cost to the Artist, of an individual fully capable of, and empowered to, make any decision that would directly or indirectly affect the Artist's performance. He/She to be fluent in both English and the local language. He/She to be present from load-in time until all the Artist's equipment and/or technical crew have left the venue.

## 12. AUDIO & VISUAL RECORDINGS

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- 12.1. Taping Policy. Unless agreed in writing, no portion of the Concert may be recorded, filmed, taped, or embodied in any form for the purpose of reproduction re-broadcast or any other use, without prior written permission from the Artist or Artist's representative. Please note that the discreet use of mobile telephone cameras and small "personal" cameras by members of the audience is allowed.

## 13. **SHOW ADVANCE**

- 13.1. Purchaser shall advise Artist's Tour Manager by email of the following at least 2 weeks prior to the show:
- 13.1.1. Venue Contacts. Purchaser shall provide name(s), phone numbers and email addresses for the appropriate venue personnel.
  - 13.1.2. Show Schedule and Times. Purchaser shall provide a list of the day's timings including changeover.
  - 13.1.3. Venue Parking and Access. Artist will be traveling in a splitter type vehicle approximately 6m long and 3m high and shall require adequate parking outside the venue / stage
  - 13.1.4. Directions. Purchaser shall provide layout plans of the venue and travel direction to the venue that include parking details.
  - 13.1.5. Dressing Room Key. Purchaser shall arrange to have dressing room key provided to Tour Manager upon arrival.
  - 13.1.6. Venue Specifications. Purchasers shall provide venue layout, technical specs and all other customary information.

I/We the undersigned acknowledge that I/We have read the above special Clauses and agreed that they will be adhered to in detail.

Signature :  
(Purchaser)

Signature :  
(Artist)

Print Name :

Print Name :

Date :

Date :