

HIS RIDER IS TO BE ATTACHED TO AND MADE PA	ART OF THE AGREEMENT DATED
BETWEEN	(HEREINAFTER REFERRED TO AS "PURCHASER" AND FAR OUT
PRODUCTION INC. F/S/O WAR, HEREINAFTER RE	FERRED TO AS "ARTIST."

IMPORTANT NOTE: THIS RIDER CONSISTS OF 16 PAGES:

GENERAL PROVISIONS

CATERING

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PRODUCTION / SOUND SPECS.

BACKLINE SPECIFICATIONS

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ARTIST MANAGER: Far Out Productions, Inc. / 310 312-0300

Scott Sapcariu - scott@faroutrecords.com

EXCLUSIVE AGENCY: PARADISE ARTISTS / BILL MONOT / PH# 805-646-8433

TOUR / ROAD MANAGER: JEFF DAVIDSON: CELL 310 245-1197 email: jeffd01@msn.com

PROMOTION/MEDIA CONTACT: JEREMY LEVINE email: emailjerr@gmail.com

THIS RIDER AS BEEN PREPARED BY THE MANAGEMENT AND CREW OF WAR. ITS PURPOSE IS TO ENSURE THE SMOOTHEST RUNNING AND BEST POSSIBLE PERFORMANCE FOR THE PROMOTER, ARTIST, AND THE AUDIENCE. WE HOPE YOU APPROACH ITS CONTENT IN THAT LIGHT. SHOULD YOU SEE ANY PROBLEMS FULFILLING THE PROVISIONS OF THIS RIDER, OR HAVE ANY QUESTIONS, PLEASE CONTACT US AS SOON AS POSSIBLE.

1. ALL THE CLAUSES EMBODIED HEREWITH FORM AN INTEGRAL PART OF THIS CONTRACT AND MUST BE STRICTLY ADHERED TO. ALTERATIONS CAN ONLY BE ACCEPTED AFTER NEGOTIATION AND WRITTEN AGREEMENT WITH BAND'S AGENT NO ALTERATIONS TO ANY OF THE CLAUSES OR TERMS CONTAINED HEREIN HAS ANY LEGAL STANDING AND SERVES NO CONSTRUCTIVE PURPOSE UNLESS FIRST AGREED TO BY AN ARTIST REPRESENTATIVE. ANY SUCH ALTERATIONS THEN MUST BE INITIALED BY BOTH ARTIST AND PURCHASER. FAILURE OF PURCHASER TO RETURN FULLY EXECUTED CONTRACT FACE AND RIDER FOURTEEN (14) DAYS PRIOR TO ENGAGEMENT SERVES AS ACCEPTANCE OF ALL TERMS.

PAYMENT

2. ARTIST IS TO RECEIVE ANY AND ALL GUARANTEED PAYMENTS DUE IN FORM OF CASH, PRIOR TO ARTIST PERFORMANCE. PURCHASER MUST OBTAIN WRITTEN PERMISSION AT LEAST THIRTY (30) DAYS ADVANCE OF ENGAGEMENT TO MAKE OTHER ARRANGEMENTS IF CASH PAYMENT IS UNAVAILABLE. **BUSINESS CHECKS AND PERSONAL CHECKS ARE NOT ACCEPTABLE FORMS OF PAYMENT**.

BOX OFFICE PROVISIONS

3. PURCHASER SHALL FURNISH THE ARTIST AT LEAST TEN (10) DAYS BEFORE THE SCHEDULED DATE WITH A PLOT PLAN AND PRINTER'S MANIFEST OF THE HOUSE (NOTARIZED, SIGN STATEMENT FROM THE PRINTER OF TICKETS, LISTING AMOUNT OF TICKETS PRINTED AT EACH PRICE). ALL TICKETS SHALL BE PRINTED BY A BONDED TICKET HOUSE. ARTIST SHALL BE COMPENSATED FOR THE DIFFERENCE BETWEEN THE NUMBER OF UNSOLD

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TICKETS ON HAND AND SHOWN TO ITS REPRESENTATIVE AND THE NUMBER OF TICKETS PRINTED AS SHOWN BY THE TICKETS MANIFEST. A REPRESENTATIVE OF THE ARTIST SHALL HAVE THE RIGHT TO BE PRESENT IN THE BOX OFFICE PRIOR TO, DURING AND FOLLOWING THE PERFORMANCE, AND TO EXAMINE AND MAKE EXTRACTS FROM THE BOX OFFICE RECORDS OF PURCHASER RELATING TO THE GROSS RECEIPT OF THIS ENGAGEMENT.

- 4. PERCENTAGE PAYMENT PROVIDED FOR HEREUNDER SHALL BE PAID PROMPTLY IN CASH TO THE ARTIST OR ARTIST'S ROAD MANAGER ON THE NIGHT OF THE ENGAGEMENT AND SHALL BE ACCOMPANIED BY A WRITTEN STATEMENT CERTIFIED AND SIGNED BY THE PURCHASER, AND SAID STATEMENT SHALL BE FORWARDED TO THE ARTIST WITHIN THREE (3) DAYS OF PERFORMANCE. IF ARTIST IS HEADLINING ACT, AND IN THE EVENT THAT THE TERMS OF THIS ENGAGEMENT DO NOT INCLUDE A PERCENTAGE PARTICIPATION BY THE PRODUCER, ITS UNDERSTOOD AND AGREED THAT NON-PARTICIPATION IS PREDICATED ON THE FACT THAT ADMISSION CHARGES TO THE CONCERT AND STATED CAPACITY OF HALL (GROSS POTENTIAL AS STATED ON THE FACE OF THE CONTRACT) IS A CONDITION OF CONTRACT AND ADHERED TO. IF THE GROSS BOX OFFICE RECEIPTS AND/OR ADMISSION PRICES EXCEED THOSE STATED ON THE FACE OF THE CONTRACT, THE PURCHASER SHALL PAY THE ARTIST ON THE NIGHT OF THE ENGAGEMENT THE TOTAL DIFFERENCE BETWEEN THE AGREE UPON POTENTIAL GROSS AND THE ACTUAL GROSS, IF THE ACTUAL GROSS IS HIGHER.
- 5. IF TICKETS ARE ON SALE PRIOR TO THE DATE OF THE PERFORMANCE, A REPRESENTATIVE OF THE ARTIST SHALL HAVE THE RIGHT TO CHECK AND AGREE TO THOSE SALES BEFORE THE BOX OFFICE OPENS ON THE NIGHT OF THE PERFORMANCE. ALL UNSOLD TICKET STUBS ARE TO BE PRESENTED TO THE ARTIST'S REPRESENTATIVE BEFORE DOORS OPEN. IF THERE ARE ANY DISCREPANCIES, THE PURCHASER IS LIABLE FOR PAYMENT TO THE ARTIST IN FULL.

COUNTERFEIT TICKETS

6. WITH RESPECT TO COUNTERFEIT TICKETS, THE PURCHASER IS LIABLE FOR ANY AND ALL SUCH TICKETS AND UNDER NO CIRCUMSTANCES WILL THE ARTIST ASSUME A LOSS ON THESE TICKETS.

100% HEADLINE

7. UNLESS STIPULATED BY PURCHASER ON THE OFFER SHEET AND CONFIRMED ON THE CONTRACT, IT IS UNDERSTOOD AND AGREED THAT ARTIST IS 100% SOLE HEADLINER. ARTIST SHALL RECEIVE 100% SOLE HEADLINE BILLING IN ALL LIGHTS, DISPLAYS, PROGRAMS, MARQUEES AND ANY AND ALL OTHER ADVERTISING AND PUBLICITY MATERIALS. NO OTHER NAME OR PHOTOGRAPH SHALL APPEAR ON THE SAME LINE OR ABOVE THE NAME OF ARTIST.

PERFORMANCE LENGTH

8. PURCHASER GUARANTEES THAT ARTIST WILL RECEIVE A MINIMUM PERFORMANCE TIME OF SIXTY (60) MINUTES. ARTIST WILL NOT BE REQUIRED TO PERFORM MORE THAN NINETY (90) MINUTES, BUT ARTIST RESERVES THE RIGHT TO PLAY A LONGER PERFORMANCE. ANY MUSIC CURFEWS OR BUILDING EXIT CURFEWS MUST BE CLEARLY STATED ON THE FACE OF THIS CONTRACT.

APPROVAL OF OTHER PERFORMERS

- 9. ARTIST SHALL HAVE THE RIGHT OF APPROVAL FOR ANY AND ALL OTHER ACTS ON THE SHOW. IN THE EVENT THAT APPROVAL IS GIVEN, ARTIST RESERVES THE RIGHT TO DETERMINE THE LENGTH OF PERFORMANCE, STAGE SET UP AND SET UP TIME.
- 10. IN THE EVENT OF ANY ADDITIONAL ACT(S) BEING EMPLOYED, THE ARTIST SHALL HAVE THE FIRST RIGHT TO SET UP ALL INSTRUMENTS AND PROPERTIES USED IN THE PRESENTATION AND THE AFORESAID INSTRUMENTS AND PROPERTIES SHALL NOT BE MOVED, RE-LOCATED AND/OR USED BY ANYONE OTHER THAN ARTIST'S CREW OR ARTIST.

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11. PURCHASER AGREES THAT THERE WILL BE NO MASTER OF CEREMONIES, NO WELCOMING SPEECHES, NO INTRODUCTIONS, AND NO CEREMONIES AT INTERMISSION EXCEPT AS ARTIST MAY DIRECT.

WAR LOGO IN ADVERTISING

12. ALL PRINT ADVERTISING, FLYERS, POSTERS OR HANDBILLS MUST INCLUDE ARTIST'S APPROVED, TRADEMARKED LOGO. (A STATE OF THIS LOGO SHOULD BE ATTACHED TO THIS RIDER. IF NOT, PLEASE CALL PARADISE ARTISTS. THIS IS AN EXAMPLE OF THE **WAR** LOGO THAT MUST BE USED!



PHOTOS USED IN ADVERTISING

13. IT IS UNDERSTOOD AND AGREED TO THAT ONLY AUTHORIZED PHOTOGRAPHS SENT BY ARTIST'S BOOKING AGENCY OR ARTIST'S RECORD LABEL ARE TO BE USED IN PUBLICIZING THE ENGAGEMENT.

SPONSORSHIP

14. ALL FORMS OF SPONSORSHIP, WHETHER PART OF AN ONGOING SERIES OR SPECIFICALLY FOR ARTIST'S SHOW, MUST BE AUTHORIZED BY ARTIST IN WRITING PRIOR TO ENGAGEMENT. PURCHASER AGREES AND WARRANTS THAT NO STATEMENTS AND/OR REPRESENTATIONS ARE TO BE MADE THAT THE ENGAGEMENT IS CO-PRESENTED BY ANY THIRD PARTY, RADIO STATION, COMMERCIAL PRODUCT OR SERVICE WITHOUT THE PRIOR WRITTEN APPROVAL OF ARTIST.

BACKDROP OR STAGE DRAPE

15. PURCHASER SHALL PROVIDE RIGGING POINTS FOR ARTIST TO ATTACH BACKDROP OR STAGE DRAPE FOR ARTIST'S PERFORMANCE.

MERCHANDISING

PURCHASER AGREES TO PROVIDE TWO (2) TABLES IN A WELL LIT, SECURE PLACE FOR MERCHANDISING OF ARTIST'S SOUVENIR ITEMS AND MUSIC. THIS SHALL BE IN SUCH POSITION AS TO BE EASILY VISIBLE TO THE PUBLIC USING THE MAIN ENTRANCES AND EXITS TO THE VENUE. ARTIST IS UNDER LICENSE TO FAR OUT PRODUCTIONS INC. FOR THE MANUFACTURE AND SALE OF WAR RELATED SOUVENIR ITEMS. AND AS SUCH ANY ARRANGEMENTS OTHER THAN THE BELOW LISTED PERCENTAGES MUST BE NEGOTIATED BY THE PROMOTER AND/OR VENUE DIRECTLY WITH FAR OUT PRODUCTIONS INC. AND SEPARATELY CONTRACTED FOR. THE PERCENTAGES OF MERCHANDISE / SOUVENIR ITEMS PER LICENSING CONTRACTS ARE AS FOLLOWS: ON A HOUSE / VENUE SELL SITUATION: MAXIMUM OF 25% TO HOUSE AND 75% TO ARTIST-LICENSEE. ON A LICENSEE SELL SITUATION: 10% SHALL BE PAID TO PROMOTER AND / OR VENUE, UNLESS PREVIOUSLY AGREED TO IN WRITING ON THIS RIDER. ANY PROMOTER / VENUE MERCHANDISING COMMISSIONS SHALL BE BASED ON ADJUSTED GROSS SALES, NET OF ANY APPLICABLE STATE AND LOCAL TAXES. NO PERCENTAGES WILL BE TAKEN OUT OF ANY MUSIC / VIDEO SALES IE; COMPACT DISCS. DVD'S. ANY CHANGES, ALTERATIONS, DELETIONS, OR ADDITIONS TO THIS PARAGRAPH ARE NULL AND VOID AND WITHOUT ANY EFFECT AS THE VENUE PROMOTER IS REQUIRED TO CONTRACT WITH THE LICENSEE WITH THE REGARDS TO MERCHANDISE SALES. PURCHASER AGREES THAT ITS ARRANGEMENT FOR PRESENTING THE ENGAGEMENT PROVIDED FOR HEREIN SHALL PROHIBIT THE SALE OF SOUVENIR OR SIMILAR MERCHANDISE ON THE PREMISES IN CONNECTION WITH THIS ENGAGEMENT OTHER THAN ARTIST'S OFFICIAL MERCHANDISE FURNISHED BY LICENSEE. PURCHASER AGREES THAT ARTIST HAS RIGHT TO HAVE A REPRESENTATIVE ASSIST IN SALES AND MONITOR THE SALES IN A HOUSE / VENUE SELLS SITUATION. PURCHASER MUST CONTACT LICENSEE WITH REGARD TO ALL INFORMATION ABOVE AT FAR OUT PRODUCTIONS INC. IN THE LOS ANGELES OFFICE 310 312-0300 / SCOTT SAPCARIU.

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LOAD IN

17. PURCHASER AGREES TO MAKE VENUE AVAILABLE TO ARTIST AT LEAST EIGHT (8) HOURS PRIOR TO DOORS OPENING UNLESS OTHERWISE SPECIFIED BY ARTIST TOUR / PRODUCTION MANAGER.

TELEPHONE

18. PURCHASER AGREES TO PROVIDE OR ALLOW ACCESS TO A TELEPHONE IN THE PRODUCTION OFFICE BACKSTAGE FOR ARTIST'S REPRESENTATIVE AND CREW. ALL LONG DISTANCE TOLL CALLS MADE WILL BE THIRD PARTY, OR CREDIT CARD BILLING.

PARKING

19. PURCHASER AGREES TO PROVIDE SECURE PARKING SPACES FOR ARTIST'S VEHICLES, WITH DIRECT ACCESS TO THE STAGE DOOR / LOADING DOORS AS APPROPRIATE. PURCHASER IS RESPONSIBLE FOR REMOVAL OF ALL SNOW AND FOR SANDING ALL ICE WITHIN LOADING AND PARKING AREA PRIOR TO LOAD IN TIMES AND STAGE CALLS. THIS MUST BE MAINTAINED THROUGHOUT THE DURATION OF THE ENGAGEMENT UNTIL ARTIST'S VEHICLES HAVE DEPARTED.

CONTROL OF PERFORMANCE

20. ARTIST SHALL HAVE SOLE AND EXCLUSIVE CONTROL OVER THE PRODUCTION, PRESENTATION AND PERFORMANCE OF THE ENGAGEMENT HEREUNDER, INCLUDING BUT NOT LIMITED TO, THE DETAILS, MEANS AND METHOD OF ARTIST'S PERFORMANCE. ARTIST SHALL HAVE THE SOLE RIGHT AS ARTIST MAY SEE FIT TO DESIGNATE AND CHANGE AT ANY TIME THE PERFORMANCE PERSONNEL. ARTIST'S OBLIGATION HEREUNDER IS SUBJECT TO DETENTION OR PREVENTION BY SICKNESS, INABILITY TO PERFORM, ACCIDENT, DELAYS OR FAILURE IN ANY MEANS OF TRANSPORTATION, ACTS OF GOD, RIOTS, STRIKES, LABOR DIFFICULTIES, TECHNICAL DIFFICULTIES, EPIDEMICS, AND ANY ACT OR ORDER OF ANY PUBLIC AUTHORITY OR ANY OTHER CAUSE, SIMILAR OR DISSIMILAR, BEYOND ARTIST'S CONTROL

SOUND CHECK

- 21. PURCHASER AGREES TO MAKE PROVISIONS TO HAVE ALL SOUND AND LIGHTING EQUIPMENT SET UP AND FULLYOPERATIONAL PRIOR TO ARTIST'S SOUND CHECK.
- 22. PURCHASER AGREES TO MAKE PROVISIONS FOR THE ARTIST TO HAVE FULL SOUND AND LIGHTING CHECKS FOR AT LEAST TWO (2) HOURS PRIOR TO THE ADMISSION OF THE AUDIENCE AND THAT THE ACCESS TO THE HALLS WILL BE STRICTLY LIMITED DURING CHECKS TO THE ARTIST, THE ARTIST'S ROAD CREW AND THE VENUE'S TECHNICAL AND MANAGEMENT PERSONNEL DURING THIS PERIOD.
- 23. IN SUCH CASES WHERE THERE ARE TECHNICAL PROBLEMS, IT IS UNDERSTOOD THAT THE FACILITY WILL REMAIN CLOSED TO THE PUBLIC UNTIL ALL PROBLEMS AND QUALITY OF SOUND IS TO THE COMPLETE SATISFACTION OF ARTIST. ARTIST SHALL HAVE THE SOLE AUTHORITY IN DETERMINING THE QUALITY OF SOUND AND TERMINATING THE SOUND CHECK.

SOUND

24. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT A REPRESENTATIVE OF THE ARTIST SHALL HAVE SOLE AND ABSOLUTE AUTHORITY IN MIXING AND OTHERWISE CONTROLLING ALL SOUND AND LIGHTING EQUIPMENT.

REPRODUCTION OF PERFORMANCE

25. NO PORTION OF ARTIST'S PERFORMANCE RENDERED HEREUNDER MAY BE BROADCAST, PHOTOGRAPHED, RECORDED, FILMED, TAPED, OR EMBODIED IN ANY FORM FOR ANY PURPOSE OR REPRODUCED WITHOUT ATIST'S PRIOR WRITTEN CONSENT. PURCHASER WILL DENY ANY ENTRANCE TO ANY PERSONS CARRYING AUDIO RECORDING OR VIDEO RECORDING DEVICES OR PHOTOGRAPHIC EQUIPMENT.

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WITHOUT LIMITING IN ANY WAY THE GENERALITY OF THE FOREGOING PROHIBITION, IT IS UNDERSTOOD TO INCLUDE MEMBERS OF THE AUDIENCE, PRESS AND PURCHASER'S STAFF. IN THE EVENT THAT THE PURCHASER, HIS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, ETC., REPRODUCE OR CAUSE TO BE REPRODUCED THE ARTIST'S PERFORMANCE IN THE FORM OF FILMS, TAPES, OR ANY OTHER MEANS OF REPRODUCTIONS, UPON DEMAND BY ARTIST, PURCHASER SHALL DELIVER ALL OF THE SAME (TOGETHER WITH ANY AND ALL MASTER, DATA, NEGATIVES, AND OTHER MEANS OF REPRODUCTIONS THEREOF) TO ARTIST AT PURCHASER'S SOLE COST AND EXPENSE, IN ADDITION TO ALL OTHER LEGAL OR EQUITABLE REMEDIES WHICH ARTIST MAY HAVE. ARTIST HAS THE EXCLUSIVE RIGHT TO FILM OR RECORD ARTIST'S PERFORMANCE OR TO CONDUCT RADIO, TELEVISION OR ANY MEDIA INTERVIEWS AT THE VENUE FROM THE TIME OF LOAD IN UNTIL ARTIST'S DEPARTURE FROM THE VENUE.

ELECTRICIAN

26. PURCHASER AGREES TO PROVIDE AND PAY FOR A QUALIFIED ELECTRICIAN TO BE AVAILABLE FROM THE ARRIVAL OF THE ARTIST'S EQUIPMENT UNTIL ITS DEPARTURE.

DRESSING ROOMS

- 27. PURCHASER AGREES TO PROVIDE NOT LESS THAN TWO (2) CLEAN, SECURE DRESSING ROOMS FOR THE EXCLUSIVE USE OF ARTIST AND ARTIST'S CREW FROM THE TIME OF LOAD IN UNTIL ARTIST AND ARTIST'S CREW HAVE LEFT THE VENUE.
- 28. DRESSING ROOMS SHALL BE EQUIPPED WITH TABLES, COMFORTABLE SEATING, WASHING AND TOILET FACILITIES. THE DRESSING ROOMS MUST BE EQUIPPED WITH FULL LENGTH MIRRORS AND FIFTEEN (15) CLEAN HAND TOWELS AND AT LEAST TWO 120 VOLT OUTLETS. DRESSING ROOMS MUST HAVE ADEQUATE ADJUSTABLE HEATING AND AIR CONDITIONING. ROOMS ARE TO BE LOCKABLE AND PROTECTED AT ALL TIMES DURING THE PERIOD OF THE ENGAGEMENT BY SECURITY PERSONNEL TO BE PROVIDED BY THE PURCHASER.

SECURITY

29. PURCHASER AGREES TO GUARANTEE PROPER SECURITY AT ALL TIMES, TO ENSURE THE SAFETY OF THE ARTIST, ARTIST'S AUXILIARY PERSONNEL, INSTRUMENTS, VEHICLES AND ALL EQUIPMENT, COSTUMES AND PERSONAL PROPERTY PRIOR TO, DURING, AND AFTER THE ARTIST'S PERFORMANCE. PARTICULAR SECURITY MUST BE PROVIDED IN THE AREAS OF THE DRESSING ROOMS, STAGE, REMOTE MIXING CONSOLE AND ALL EXITS AND ENTRANCES TO THE VENUE. SECURITY PROTECTION TO COMMENCE UPON ARRIVAL OF THE ARTIST OR ARTIST'S CREW ON THE PREMISES. ALL SECURITY WILL BE "T-SHIRT-TYPE" PERSONNEL AND WILL BE UNDER THE SOLE DIRECTION OF ARTIST OR ARTIST'S TOUR MANAGER.

ARTIST APPEARANCES

30. THE PURCHASER AGREES NOT TO COMMIT THE ARTIST TO ANY PERSONAL APPEARANCES, INTERVIEWS, OR ANY OTHER FORMS OF PROMOTION WITHOUT WRITTEN CONSENT OF THE ARTIST OR ARTIST'S MANAGEMENT. ANY INTERVIEW REQUESTS SHOULD BE **FORWARDED TO: FAR OUT PRODUCTIONS, INC., SCOTT SAPCARIU** @ 310-312-0300 / JEFF DAVIDSON 310 245-1197

VENUE INFORMATION AND DIRECTIONS

31. IT IS AGREED AND UNDERSTOOD THAT THE PURCHASER WILL PROVIDE STAGE PLANS, TECHNICAL SPECIFICATIONS ON EXISTING SOUND AND LIGHTING EQUIPMENT (IF ANY), TOWN MAPS AND DIRECTIONS INDICATING VENUE LOCATION, LOAD-IN, DOORS, ETC. ESPECIALLY ONE-WAY TRAFFIC SYSTEMS, AT NO COST TO THE ARTIST.

INSURANCE

32. PURCHASER AGREES TO PROVIDE COMPREHENSIVE GENERAL LIABILITY INSURANCE (INCLUDING, WITHOUT LIMITATION, COVERAGE TO PROTECT AGAINST ANY AND ALL INJURY TO PERSONS OR PROPERTY AS A

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CONSEQUENCE OF THE INSTALLATION AND/OR OPERATION OF THE EQUIPMENT AND INSTRUMENTS PROVIDED BY ARTIST AND/OR ITS EMPLOYEES, CONTRACTORS, AND AGENTS). SUCH LIABILITY INSURANCE SHALL BE IN THE AMOUNT REQUIRED BY THE VENUE, BUT IN NO EVENT SHALL HAVE A LIMIT LESS THAN ONE MILLION DOLLARS (\$1,000,000.) COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE. SUCH INSURANCE SHALL BE IN FULL FORCE AND EFFECT AT ALL TIMES ARTIST OR ANY OF ARTIST'S AGENTS, EMPLOYEES, OR INDEPENDENT CONTRACTORS ARE IN PLACE OF PERFORMANCE.

- 33. ARTIST AND ITS AGENT FOR THE ENGAGEMENT, BAND'S AGENCY SHALL BE LISTED AS ADDITIONALLY NAMED INSURERS UNDER SUCH INSURANCE AND THIS SHALL BE INDICATED ON THE PERTINENT CERTIFICATE OF INSURANCE.
- 34. PURCHASER ALSO AGREES TO PROVIDE A POLICY OF WORKMAN'S COMPENSATION COVERING ALL OF PURCHASER'S EMPLOYEES OR THIRD-PARTY CONTRACTORS.
- 35. PURCHASER FURTHER AGREES TO PROVIDE FULL ALL-RISKS INSURANCE COVERAGE FOR ALL EQUIPMENT AND INSTRUMENTS PROVIDED BY ARTIST AND/OR ITS EMPLOYEES, CONTRACTORS, AND AGENTS AGAINST FIRE, VANDALISM, THEFT, RIOT, OR ANY OTHER TYPE OF ACT OR EVENT CAUSING HARM OR DAMAGE TO, OR LOST OF, THE INSTRUMENTS AND EQUIPMENT SO PROVIDED.
- 36. CERTIFICATES OF INSURANCE RELATING TO THE COVERAGE LISTED ABOVE SHALL BE FURNISHED BY PURCHASER TO ARTIST AT LEAST FOURTEEN (14) DAYS PRIOR TO THE ENGAGEMENT. ARTIST'S FAILURE TO REQUEST OR REVIEW SUCH INSURANCE CERTIFICATES SHALL NOT AFFECT ARTIST'S RIGHT OR PURCHASER OBLIGATIONS HEREUNDER. THE PURCHASER WARRANTS THAT HE HAS COMPLETE AND ADEQUATE PUBLIC LIABILITY INSURANCE. THIS CERTIFICATE MUST BE PRODUCED TO THE ARTIST UPON REQUEST.

TAXES

37. PURCHASER SHALL PAY AND HOLD ARTIST HARMLESS OF AND FROM ANY AND ALL TAXES, FEES, DUES AND THE LIKE RELATING TO THE ENGAGEMENT HEREUNDER AND THE SUMS PAYABLE TO ARTIST SHALL BE FREE OF SUCH TAXES, FEES, DUES AND THE LIKE.

INDEMNIFICATION

- 38. PURCHASER SHALL INDEMNIFY AND HOLD THE ARTIST AND ALL PERSONS AND ENTITIES (MANAGEMENT PERSONNEL, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, AND ATTORNEYS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES, COURT COSTS, AND OTHER PROFESSIONAL FEES), OR JUDGEMENTS ARISING OUT OF, OR IN CONNECTION, ANY CLAIM, DEMAND, OR ACTION MADE BY ANY THIRD PARTY, IF SUCH ARE SUSTAINED AS A DIRECT OR INDIRECT CONSEQUENCE OF THE ENGAGEMENT.
- 39. PURCHASER SHALL ALSO INDEMNIFY AND HOLD ARTIST 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, DAMAGE, LOSS OR DESTRUCTION CAUSED BY AN ACT OF GOD.

PURCHASER ASSUMES LIABILITY

40. EXCEPT AS OTHERWISE HEREIN SPECIFICALLY PROVIDED, PURCHASER HEREBY ASSUMES FULL LIABILITY AND RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL COST, EXPENSES, CHARGES, CLAIMS, LOSSES, LIABILITIES, AND SHOW OR SHOWS IN WHICH ARTIST IS TO APPEAR HEREUNDER.

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CHOICE OF LAW / FORUM

41. THIS AGREEMENT SHALL BE DEEMED MADE AND ENTERED INTO IN THE STATE OF CALIFORNIA AND SHALL BE GOVERNED BY ALL OF THE LAWS OF SUCH STATE APPLICABLE TO AGREEMENTS WHOLLY TO BE PERFORMED THEREIN.

ANTICIPATORY BREACH

42. IF ON OR BEFORE THE DATE OF ANY SCHEDULED PERFORMANCE HEREUNDER, THE FINANCIAL STANDING OR CREDIT OF PURCHASER HAS BEEN IMPAIRED OR IS UNSATISFACTORY, ARTIST SHALL HAVE THE RIGHT TO DEMAND PAYMENT FOR FORTHWITH OF THE GUARANTEED COMPENSATION SPECIFIED ABOVE, AND IF PURCHASER FAILS OR REFUSES TO MAKE SUCH PAYMENT FORTHWITH, ARTIST SHALL THEN HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IN THE EVENT OF SUCH CANCELLATION ARTIST SHALL HAVE NO FURTHER OBLIGATION TO PURCHASER HEREUNDER, AND SHALL RETAIN ANY MONIES THERETOFORE PAID TO ARTIST BY PURCHASER.

FAILURE TO FULFIL OBLIGATIONS

43. EACH ONE OF THE TERMS AND CONDITIONS OF THIS CONTRACT IS OF THE ESSENCE OF THIS AGREEMENT AND NECESSARY FOR ARTIST'S FULL PERFORMANCE HEREUNDER. IN THE EVENT PURCHASER REFUSES OR NEGLECTS TO PROVIDE ANY OF THE ITEMS HEREUNDER STATED, AND/OR FAILS TO MAKE ANY OF THE PAYMENTS AS PROVIDED HEREUNDER, ARTIST SHALL HAVE THE RIGHT TO REFUSE TO PERFORM THIS CONTRACT, SHALL RETAIN ANY AMOUNTS THERETOFORE PAID TO ARTIST BY PURCHASER SHALL REMAIN LIABLE TO ARTIST FOR THE AGREED PRICE HEREIN SET FORTH. IN ADDITION, IF, ON OR BEFORE THE DATE OF ANY SCHEDULED CONCERT, PURCHASER HAS FAILED, NEGLECTED, OR REFUSED TO PERFORM ANY CONTRACT WITH ANY OTHER PERFORMER FOR ANY EARLIER ENGAGEMENT, OR IF THE FINANCIAL STANDING OR CREDIT OF PURCHASER HAS BEEN IMPAIRED OR IS IN ARTIST'S OPINION UNSATISFACTORY, ARTIST SHALL HAVE THE RIGHT TO DEMAND THE PAYMENT OF THE GUARANTEED COMPENSATION FORTHWITH, ARTIST SHALL HAVE THE RIGHT TO CANCEL THIS ENGAGEMENT BY NOTICES TO PURCHASER TO THAT EFFECT, AND IN SUCH EVENT ARTIST SHALL RETAIN ANY AMOUNT THERETOFORE PAID TO ARTIST BY PURCHASER.

MODIFICATION OF CONTRACT

44. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT MAY NOT BE CHANGED, MODIFIED, OR ALTERED, EXCEPT BY AN INSTRUMENT IN WRITING, SIGNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. THIS CONTRACT MAY NOT BE ASSIGNED, OR CHANGED, MODIFIED, OR ALTERED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTIES. NOTHING IN THIS AGREEMENT SHALL REQUIRE THE PERFORMANCE OF ANY ACT CONTRARY TO THE LAW OR TO THE RULES OR REGULATIONS OF ANY UNION, GUILD, OR SIMILAR BODY HAVING JURISDICTION OVER SERVICES OR ARTIST OR OVER THE PERFORMANCE HEREUNDER. WHENEVER THERE IS ANY CONFLICT BETWEEN ANY PROVISIONS OF THIS CONTRACT AND ANY LAW, OR ANY SUCH RULE OR REGULATION OF ANY SUCH UNION, GUIDE OR SIMILAR BODY, SUCH LAW, RULE OR REGULATION SHALL PREVAIL, AND THIS CONTRACT SHALL BE MODIFIED TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT. THIS IS THE SOLE AND COMPLETE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE ENGAGEMENT. NOTHING IN THIS CONTRACT SHALL BE CONSTRUED TO CONSTITUTE THE PARTIES AS 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.

TERMINATION, CANCELLATION AND BREACH

- 45. ARTIST MAY CANCEL OR TERMINATE THIS CONTRACT AND THE SERVICES TO BE RENDERED HEREUNDER, WITHOUT LIABILITY, ON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO PURCHASER.
- 46. IN THE EVENT OF ILLNESS AND/OR INJURY TO THE ARTIST, ARTIST'S EMPLOYEES, AND/OR CONTRACTORS, BREAKDOWN OR FAILURE OF THE TRANSPORTATION OF ARTIST, ARTIST'S EMPLOYEES AND/OR

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CONTRACTORS, THEIR ROAD CREW OR EQUIPMENT, ANY ACT OF GOD, OR EVENT BEYOND THE CONTROL OF THE ARTIST, INCLUDING BUT NOT LIMITED FIRE, FLOOD, EPIDEMIC, RIOT OR PUBLIC DISORDER, THE ARTIST RESERVES THE RIGHT TO CANCEL THE CONTRACT. THE ARTIST WILL IN NO WAY BE LIABLE FOR ANY LOSS, EITHER FINANCIAL OR OTHERWISE, INCURRED BY PURCHASER DUE TO SUCH A CANCELLATION.

- 47. IF YOU HAVE READ THIS FAR, THANK YOU. WE'RE PLEASED THAT YOU CARE. PLEASE PROCEED. YOU HAVE EXHIBITED THAT YOU ARE THE TYPE OF PERSON WHO IS INTERESTED IN TAKING THE TIME TO ENSURE THAT THE UPCOMING PERFORMANCE COMES OFF WITHOUT A HITCH. THANKS!
- 48. IN THE EVENT OF BREACH BY PURCHASER OF ANY OF THE TERMS, COVENANTS, OR CONDITIONS OF THIS CONTRACT, ARTIST SHALL NOT BE REQUIRED TO PERFORM HEREUNDER, AND PURCHASER SHALL PAY ARTIST THE FULL AMOUNT OF THE GUARANTEED PAYMENTS REQUIRED TO BE MADE TO ARTIST HEREUNDER AS LIQUIDATED DAMAGE FOR THE EMPLOYER'S BREACH.

FORCE MAJEURE

- 49. ARTIST'S OBLIGATION TO FURNISH THE ENTERTAINMENT UNIT REFERRED TO HEREIN IS SUBJECT TO THE DETENTION OR PREVENTION BY SICKNESS, INABILITY TO PERFORM, ACCIDENT, MEANS OF TRANSPORTATION, ACT OF GOD, RIOTS, STRIKES, LABOR DIFFICULTIES, EPIDEMICS AND ANY OTHER ACT OR ORDER OF ANY PUBLIC AUTHORITY OR ANY CAUSE, SIMILAR OR DISSIMILAR, BEYOND ARTIST'S CONTROL.
- 50. PROVIDED ARTIST IS WILLING AND ABLE TO PERFORM, PURCHASER AGREES TO COMPENSATE ARTIST IN ACCORDANCE WITH THE TERMS HEREOF REGARDLESS OF ACT OF GOD, FIRE, ACCIDENT, RIOT, STRIKE OR ANY EVENTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING EVENTS WHICH WOULD PREVENT OR INTERFERE WITH THE PRESENTATION OF THE SHOW HEREUNDER.

INCLEMENT WEATHER

51. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, INCLEMENT WEATHER SHALL NOT BE DEEMED TO BE A FORCE MAJEURE OCCURRENCE AND THE PURCHASER SHALL REMAIN LIABLE FOR PAYMENT OF FULL CONTRACT PRICE EVEN IF THE PERFORMANCE(S) CALLED FOR HEREIN ARE PREVENTED BY SUCH WEATHER CONDITIONS. ARTIST SHALL HAVE THE SOLE RIGHT TO DETERMINE IN GOOD FAITH WHETHER ANY SUCH WEATHER CONDITIONS SHALL RENDER THE PERFORMANCE(S) IMPOSSIBLE, HAZARDOUS OR UNSAFE.

PARAGRAPH HEADINGS

52. PARAGRAPH HEADINGS ARE INSERTED IN THIS RIDER FOR CONVENIENCE ONLY AND ARE NOT TO BE USED IN INTERPRETING THIS AGREEMENT.

OTHER PURCHASER OBLIGATIONS:

PURCHASER SHALL PROVIDE THE FOLLOWING AT NO COST TO ARTIST:

- TWENTYFOUR (24) COMPLIMENTARY TICKETS PER SHOW WITHIN THE FIRST TEN (10) ROWS. IF PLACE OF PERFORMANCE IS OTHER THAN A THEATRE AND/OR CABARET OR NIGHTCLUB, A BOOTH AND/OR TABLES COMPRISING OF MINI-CABARET OF SIX (6) SEATS WITH SIGN STATING, "RESERVED FOR GUESTS OF WAR" MUST BE AVAILABLE FOR EACH PERFORMANCE AND IF NOT TO BE USED AT SAID PERFORMANCE WILL BE RELEASED BY ARTIST OR THEIR REPRESENTATIVE. TWENTY (20) ADDITIONAL COMPLIMENTARY TICKETS PER SHOW WITHIN THE FIRST TEN (10) ROWS FOR MEMBERS OF THE PRESS OR MEDIA AND GUEST OF ARTIST'S RECORD LABEL. ALL UNUSED TICKETS WILL BE RETURNED TO PURCHASER TO BE SOLD AT THE BOX OFFICE.
- 54. ANY VENUE OVER 6.500 (SIXTY FIVE HUNDRED) FEET IN ALTITUDE. OXYGEN WILL BE REQUIRED.

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- 55. SOUND, LIGHTING AND BACKLINE TO ARTIST'S SPECIFICATIONS. (SEE PRODUCTION AND BACKLINE SPECIFICATIONS ATTACHED).
- CATERING TO ARTIST'S SPECIFICATIONS (SEE CATERING ATTACHED).

ACCOMMODATIONS

- 57. PURCHASER SHALL PROVIDE AND PRE-PAY IN ADVANCE HOTEL ROOMS FOR ARTIST AND ARTIST'S PERSONNEL, AT PURCHASER SOLE EXPENSE, AS FOLLOWS:
 - •WHEN ARRIVING BY AIRPLANE OR TRAIN, ARTIST WILL REQUIRE ELEVEN (10) SINGLES AND ONE (1) LUXURY 1 BEDROOM SUITE.
 - •WHEN ARRIVING BY TOUR BUS, ARTIST WILL REQUIRE TWELVE (11) SINGLES AND ONE (1) LUXURY 1 BEDROOM.
- 58. HOTEL MUST BE OF SIMILAR QUALITY TO THAT OF "MARRIOTT", "SHERATON", "HILTON" OR "HOLIDAY INN". HOTEL MUST BE WITHIN A TEN (10) MINUTE TRAVEL TIME TO AND FROM VENUE BY BUS OR AUTO. HOTEL MUST BE IN A SAFE AND CLEAN LOCATION NEAR VENUE. PREFERABLY WALKING DISTANCE. INFORMATION INCLUDING FULL ADDRESS, PHONE AND FAX NUMBERS MUST BE PROVIDED TO ARTIST'S TOUR MANAGER AT LEAST THREE (3) WEEKS PRIOR TO ENGAGEMENT.

GROUND TRANSPORTATION

TWO (2) FIRST CLASS FIFTEEN (15) PASSENGER VANS, ONE 15 PASSENGER VAN FOR ARTIST. ONE (1) 15 PASSENGER VAN WITH ONE REAR SEAT OUT FOR CREW AND ARTIST EQUIPMENT. FROM HOTEL, TO VENUE FOR SOUND CHECK, FROM VENUE TO HOTEL AFTER SOUND CHECK, FROM HOTEL TO VENUE FOR SHOW, AND FROM VENUE TO HOTEL AFTER SHOW. NO PERSONAL VEHICLES OR PICK UP TRUCKS MAY BE USED.

ON DATES WHERE ARTIST IS FLYING TO OR FROM ENGAGEMENT

- 1. **TWO (2) FIRST CLASS FIFTEEN (15) PASSENGER VANS** FOR BAND, CREW AND ARTIST EQUIPMENT FROM AIRPORT TO HOTEL, TO VENUE FOR SOUND CHECK, FROM VENUE TO HOTEL AFTER SOUND CHECK, FROM HOTEL TO VENUE FOR SHOW AND FROM VENUE TO HOTEL AFTER SHOW. VENUE, HOTEL OR STORAGE TO AIRPORT.
- 2. **ONE (1) FIFTEEN (15) PASSENGER VAN WITH ONE REAR SEAT OUT** TO TRANSPORT CREW AND ARTIST EQUIPMENT FROM AIRPORT TO VENUE, FOR LOAD IN, <u>AND</u> **ONE (1) FIFTEEN (15) PASSENGER VAN WITH ALLSEATS IN FOR BAND AND ONE (1) TOWN CAR** TO TRANSPORT ARTIST FROM AIRPORT TO HOTEL TO VENUE BACK TO HOTEL AND BACK TO AIRPORT FOR ARTIST'S NEXT FLIGHT OUT.
- SECURE AND BONDED OVERNIGHT STORAGE.

ALL TRANSPORTATION HEREIN SHALL BE AT THE DIRECTION OF ARTIST TOUR MANAGER. GROUND TRANSPORTATION INFORMATION AND CONTACT PHONE NUMBERS MUST BE PROVIDED TO ARTIST'S TOUR MANAGER AT LEAST THREE (3) WEEKS PRIOR TO ENGAGEMENT.

- 4. FOUR (4) LOADERS / STAGE HANDS TO ASSIST ARTIST'S CREW.
- LOADERS TO BE UNDER THE SOLE DIRECTION OF ARTIST'S STAGE MANAGER.
- LOADERS TO BE AVAILABLE FROM LOAD IN TO END OF SOUND CHECK AND FROM END OF PERFORMANCE TO END OF LOAD OUT AS WELL AS DURING ANY SET CHANGES.
- 7. FIVE (5) SECURITY GUARDS FROM DOORS OPEN UNTIL ARTIST AND ARTIST'S EQUIPMENT LEAVES VENUE.

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8.	ONE GUARD AT DRESSING ROOM DOOR, TWO ON STAGE, ONE AT FRONT HOUSE SOUND BOARD, $\boldsymbol{\theta}$	ONE AT VEHICLES.

GUARDS ARE TO BE UNDER DIRECTION OF VENUE AND TOUR MANAGER.

9.

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CATERING

PURCHASER TO PROVIDE AND PAY FOR FOOD AND BEVERAGES AS FOLLOWS:

1. AT LOAD-IN:

FRESH COFFEE AND COFFEE SERVICE, SODAS, ASSORTED FRUIT JUICES AND BOTTLED WATER.

- A) IF MORNING LOAD-IN: BAGELS / CREAM CHEESE AND BREAKFAST SANDWICHS FOR 8.
- B) IF AFTERNOON OR EVENING LOAD-IN: DELI SANDWICHES FOR 15.
- C) TWELVE (12) RED BULLS
- 2. AFTER SOUNDCHECK (OR AT THE END OF LOAD-IN WHEN NO SOUND CHECK TAKES PLACE):
 HOT DINNER FOR 15 PEOPLE. PLEASE NOTE THAT QUANTITY OF FOOD / NUMBER OF MEALS
 SHOULD BE DETERMINED BY THE NUMBER OF PERSONNEL ON THE PREMISES AT THE TIME.
 IF ARTIST IS NOT AT VENUE AT THE TIME DINNER IS SERVED, ARRANGEMENTS SHOULD BE
 WITH ARTIST'S TOUR MANAGER FOR SIMILAR HOT MEAL TO BE SERVED TO ARTIST UPON ARRIVAL.
 MEALS MUST CONSIST OF SALAD (INCLUDING A VARIETY OF DRESSINGS), TWO (2) SIDE DISHES
 (IE.VEGETABLES PLUS POTATOES, NOODLES, OR RICE ETC...) AND A MAIN COURSE ENTRÉE. WE
 WELCOME AND APPRECIATE YOUR SUGGESTIONS OF LOCAL FAVORITES AND SPECIALTIES (CAJUN DISHES IN LOUISIANA, BARBECUE DISHES IN TEXAS, ETC...).

PLEASE NOTE: FOUR (4) BAND MEMBERS ARE VEGETARIANS. VEGETARIAN MEALS WILL BE
REQUIRED. NO BEEF OR CHICKEN. FISH or VEGETARIAN PASTA MEALS (NO DAIRY PRODUCT, CHESSE, MILK, BUTTER)

3. DINNER MEAL BUY-OUT

IF NO HOT, SIT DOWN MEAL IS PROVIDED AT THE VENUE BY PURCHASER, THEN PURCHASER AGREES TO A "BUY-OUT" MEAL AND WILL PROVIDE ARTIST'S TOUR MANAGER WITH A CASH PAYMENT EQUAL TO \$30.00 (U.S.D.) PER EACH MEMBER OF ARTIST'S TOURING PARTY.

4. IN ARTIST'S DRESSING ROOM TWO (2) HOURS PRIOR TO ARTIST'S SHOW TIME:

- -FRESH GREEN SALAD (MIXED GREENS!) WITH FRESH VEGETABLE TOPPINGS / ASSORTED DRESSINGS INCLUDE SESAME SEED DRESSING / COLD PASTA DISH / ONE (1) TRAY OF SNACKS
- (i.e., CHIPS & SALSA, PRETZEL STICKS with DIPS, COOKIES, MIXED NUTS, ETC...
- -DELI TRAY FOR TEN (10) WITH ASSORTED MEATS, <u>INCLUDE TUNA</u> CHEESES, WHEAT BREADS, AND CONDIMENTS
- -VEGETABLE TRAY WITH FRESH TOMATOES, CARROTS, BROCCOLI, ETC...
- -FRESH FRUIT (whole fruits only please) Apples, Oranges, Bananas, Pears FOR FIFTEEN (15) PEOPLE
- -ASSORTED CHOICE OF HERBAL (green) TEAS. WITH HONEY & BROWN SUGAR, RICE MILK.
- -FRESH STRONG BLACK COFFEE AND COFFEE SERVICE
- -A CONTINUOUS & AMPLE SUPPLY OF FRUIT JUICES, SODAS, AND BOTTLED SPRING WATER, ORGANIC GREEN JUICE.
- -A CONTINUOUS & AMPLE SUPPLY OF UTENSILS, CUPS, BOTTLE OPENERS, NAPKINS, ICE, ETC...
- -FOURTEEN (14) MEDIUM CLEAN COTTON HAND TOWELS
- -6 PACK OF SWEETENED ICED TEA AND 6 PACK OF UNSWEETENED ICED TEA
- -- 4 MEDUIM BOTTLES OF SELTZER WATER
- --THREE (3) BOTTLES OF NICE CALIFORNIA RED CABERNET(J Lohr) WINE & 24 PACK OF BUD LIGHT
- 5. <u>STAGE</u>- FOURTEEN (14) BOTTLES SPRING WATER. FOURTEEN (14) MEDIUM CLEAN COTTON HAND TOWELS. PLEASE NOTE THAT IF ARTIST IS REQUIRED HEREIN TO PERFORM TWO (2) SHOWS IN ONE (1) EVENING, THEN ARTIST RESERVES THE RIGHT TO:
- A) RE-SCHEDULE HOT SIT-DOWN DINNER TO BE SERVED BETWEEN PERFORMANCES.

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PRODUCTION AND SOUND SYSTEM SPECIFICATIONS

PURCHASER TO PROVIDE AND PAY FOR SOUND AND LIGHTING EQUIPMENT AS FOLLOWS (OR EQUIVALENT, SUBJECT TO APPROVAL BY ARTIST REPRESENTATIVE, SUBMITTED IN WRITING TO: JEFF EPSTEIN AT PARADISE ARTISTS. 212 375-7575 AND JEFF DAVIDSON 310 245-1197 / FAX 310 452-2144 / jeffd01@msn.com

START ADVANCE WITH WAR'S TOUR MANAGER JEFF DAVIDSON 310 245-1197 / FAX 310 452-2144 BACKLINE. STAGE. SOUND. FOR TECH QUESTIONS. SEE CONTACTS BELOW.

1) STAGE REQUIREMENTS:

MINIMUM REQUIRED STAGE SIZE: 32' WIDE X 24' DEEP X MINIMUM OF 4' HIGH

SOUND SYSTEM WINGS: 8' WIDE X 6' DEEP X MINIMUM 4' HIGH

STAIRS: STABLE WITH HANDRAIL AND LOW LIGHTING IF POSSIBLE

SKIRTING: BLACK, NEATLY ARRANGED
ONE CARPETED PERCUSSION RISERS: 8' WIDE X 8' DEEP X 1' HIGH
ONE CARPETED DRUM RISER: 8' WIDE X 8' DEEP X 2' HIGH
ONE CARPETED BASS RISER: 8' WIDE X 8' DEEP X 1' HIGH

2. <u>SOUND SYSTEM</u>: **6 NINE VOLT BATTERIES & 8 DOUBLE AA BATTRIES (PROCELL)**

HOUSE MIXER: YAMAHA 5 D or CL-5, M7 CL, VENUE, SC-48, YAMAHA P4000

HOUSE EFFECTS: 3 REVERB UNITS-EITHER SPX-90'S, SPX-900'S, REV-5'S, REV-7'S, LEX, PCM 60'S

1 DIGITAL DELAY / 8 GATES / 15 PATCHABLE COMPRESSORS

MONITOR MIXER: PM 5 D, M7 CL, SC 48, MIDAS, YAMAHA 4000M, MONITOR CONSOLES WITH 1/3

OCTAVE GRAPHIC EQ PER EACH MIX. 4 GATES & 4 COMPS. 1 MONITOR QUE. TOTAL MIXES 11

2 TRI-AMPED SIDE FILL MIXES / 8 BI-AMPED FLOOR WEDGES & 1 DRUM SUB.

CONSOLE MUST HAVE INDIVIDUAL PRE AND POST PER AUX. MINIMUM POWER OF AT LEAST 5000 WATTS PER SIDE

MONITOR SPEAKERS FOR DRUMS MUST BE A THREE WAY SYSTEM (WEDGE & SUB)

MICROPHONES: SHURE 57'S & 58'S, BETA 98'S & BETA 56'S AND SM 81 CONDENSER MICS FOR OH, HI-HATS

AND TOY MICS.

WIRELESS WE REQUIRE 2 SHURE HAND HELD WIRELESS MIC'S (BETA 58 or SM 58) AND 1 SHURE

MICROPHONES: WIRELESS BELT PACK WITH BETA 98 H CLIP-ON SAX MIC. FOR A TOTAL OF 3 WIRELESS UNITS,

EXTREMELY IMPORTANT!!!

D.I. BOXES: 8 LINE TRANSFORMERS FOR KEYS, BASS, HARP, & GTR

HOUSE SPEAKERS: AT LEAST A THREE WAY, TRI-AMPED SYSTEM. JBL, EAW, TURBOSOUND

OR ELECTROVOICE.PROPRIETARY SYSTEMS SHOULD BE THE SAME CALIBER AS CLAIR BROS,

OR DB AUDIO BOXES. THE SYSTEM SHOULD BE ABLE TO GENERATE 115 DB AT THE MIX POSITION (100 FEET FROM THE FRONT OF THE STAGE

WHEN EVER POSSIBLE).

TECH CONTACTS:

FRONT OF HOUSE: JIMI RANDOLPH 323 770-4727

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MONITORS: HOUSE SOUND COMPANY

NO SUBSTITUTIONS BACKLINE NO SUBSTITUTIONS

ONE (1) KORG TRINITY PLUS KEYBOARD (With Sustain & EV-5 Volume Pedals)

ONE (1) ROLAND VK-8 ORGAN / KEYBOARD (With Sustain & EV-5 Volume Pedals)

ONE (1) ULTIMATE SUPPORT APEX / AX-48 KEYBOARD STAND

ONE (1) QUIK LOK PRO SERIES DOUBLE X KEYBOARD STAND

TWO (2) GUITAR AMP.

1. FENDER 65 RE-ISSUE SUPER RE-VERB (FOUR GUITAR STANDS)

2. SWR ACOUSTIC STRAWBERRY / CA. BLONDE or FENDER ACOUSTASONIC SFX II or PRO

ONE (1) HARP AMP

1. ONE (1) FENDER 65 RE-ISSUE SUPER RE-VERB

2. ONE (1) FENDER TWIN RE-VERB

ONE (1) BASS RIG

1. GK 800RB Head or GK1001RB Head

2. W/ GK 4x10 RBH Cabinet AND 1X15 RBH Cabinet

3. ONE FENDER JAZZ BASS GUITAR / WITH 2 BASS GUITAR STANDS

ONE (1) 6 PIECE DRUM SET W / HARDWARE & CYMBALS

1. YAMAHA RECORDING CUSTOM SERIES

ONE - DOUBLE KICK PEDAL / PEARL, IRON COBRA

2. DW 6 PIECE DRUM SET (or) ONE-- KICK DRUM 22"

3. PEARL PRO SERIES TWO -- RACK MOUNT TOMS 12" & 13"

TWO - FLOOR TOMS 16" & 18" / 1 EXTRA SNARE

CYMBALS: 1 22" RIDE, 20" CRASH THIN, 20" CRASH MEDIUM, 20" CHINA, 16" CRASH 7 CYMBAL STANDS

NO PASTIE CYMBALS

PERCUSSION: CONGAS (CONGA, TUMBA) W / HARDWARE (CRADLE STANDS)

1. TOCA TRADITION SERIES

LP

*** PLUS ONE (1) TREE WORKS OR LP "72 DOUBLE BAR WIND CHIMES" (LARGE)

*** PLUS ONE LARGE L.P. PERCUSSION TOY'S TABLE, WITH BACK RACK

TIMBALES: 14 INCH & 15 INCH W / HARDWARE & STAND

1. TOCA.

2. LP

BONGOS: 1. TOCA TRADITIONAL SERIES W / HARDWARE & STAND

2. LP.

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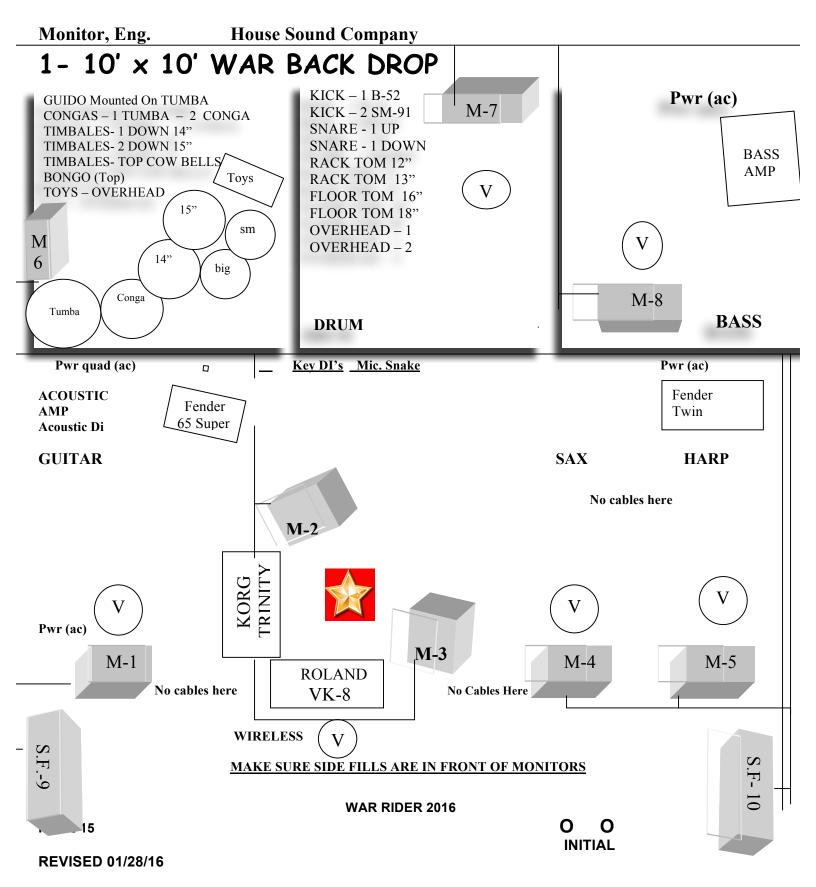
Front Of House, Eng. Jimi Randolph 323 770-4727

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NO CABLE RUNS HERE ** KEEP THIS AREA CLEAR

1.	LONNIE JORDAN	NON-SMOKING	KING / SUITI	E Keys / Lead
2.	STUART ZIFF	NON-SMOKING	KING	Guitar
3.	RENE CAMACHO	NON-SMOKING	KING	Bass
4.	DAVID URQUIDI	NON-SMOKING	KING	Sax
5.	STANLEY BEHRENS	NON-SMOKING	KING	Harp
6.	MARCOS REYES	NON-SMOKING	KING	Perc.
7.	SALVADOR RODRIGUEZ	NON-SMOKING	KING	Drums
8.	JIMI RANDOLPH	NON-SMOKING	KING	FOH Eng.
9.	EMILIO PEDROZA	NON-SMOKING	KING	Merch.
10.	JEFF DAVIDSON	NON-SMOKING	KING	Tour Mgr.

THANK YOU FOR YOUR COOPERATION; WE LOOK FORWARD TO OUR APPEARANCE AT YOUR FACILITY.

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PURCHASER	SCOTT SAPCARIU	F/S/O WAR

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