

Althea Rene

Performance Rider

Purchaser warrants that they will provide copies of this rider to all necessary personnel at venue (i.e. sound, lights, house production staff, caterer, etc.) and purchaser's representatives are all deemed necessary personnel.

Should you foresee any problems in fulfilling the provisions outlined in the attached rider, please feel free to contact us immediately at 281-214-4270.

Rider to engagement contract ("Contract") dated: _____ 20____ between **ALTHEA RENE**. ("Producer") furnishing the services of **Althea Rene** herein referred to as ("Artist") and _____ the purchaser of said services ("Purchaser") for the engagement as defined on the face of the contract (the "Engagement") at _____ (the "Venue")

Please read this carefully; it is part of the attached contract for a performance by **ARTIST**, by signing it, you are agreeing to supply the **ARTIST** with certain equipment and working conditions essential to their performance.

Any breach of the terms of this rider is a breach of this contract and may cause **ARTIST** to refuse to perform without releasing you from your obligation to pay them.

All terms and provisions hereinafter and herein before set forth are part of one and the same contract. **ARTIST** agrees to furnish and **PURCHASER** agrees to accept for the engagement hereunder an entertainment unit including the services of the **ARTIST** upon the following terms and conditions.

METHOD OF PAYMENT

1. DEPOSITS

A deposit in the amount of \$ _____ made payable to _____ in the form of money order, cashiers check or wire transfer, must be received within the specified time limits stated on cover page of contract.

2. DAY OF SHOW PAYMENTS

Payments **MUST** be made in cash unless otherwise agreed to by **ARTIST'S** representative in advance. Payments shall be made immediately prior to **ARTIST'S** performance pursuant to the terms stated on the contract face.

PURCHASER ACCOUNTABILITY

A. 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 said representative shall be given **FULL** access to all box office receipts and shall otherwise be permitted to fully satisfy themselves to the gross receipts (and the expenditures if required) at each performance hereunder.

B. PURCHASER further agrees to have on hand at place of performance, the time of show, for counting and verification by **ARTIST'S** representative all unsold tickets and ticket stubs. **ARTIST** shall be compensated for the difference between the number of unsold tickets on hand and shown the number of tickets printed as shown by the ticket manifest. If **PURCHASER** shall violate any of the preceding provisions of this paragraph, it shall be deemed that **PURCHASER** has sold a ticket for each seat in the house (and permitted standing room) at the highest ticket price which the house is scaled.

C. PURCHASER agrees and understands that any and all kills will be made by **ARTIST'S** representative **ONLY!** Any seat killed without the authorization of the **ARTIST'S** representative shall be considered as seats sold for the purpose of settlement.

D. A written box office statement, certified and signed by the **PURCHASER**, will be furnished to **ARTIST'S** representative prior to completion of Engagement.

2

E. All tickets shall be printed by a bounded ticket house (i.e. Ticket Master) or if the performance is a college or university, the official printing department of the college or university. **PURCHASER** agrees not to discount tickets or to offer as a premium without first obtaining permission in writing from the **ARTIST'S** representative. If approval is not given by **ARTIST** for such discounts or premiums, **PURCHASER** shall be liable for the full ticket price for each such ticket sold or distributed.

F. In all cases where advertising is billed through **ANY PURCHASER or PROMOTER RELATED ENTITY** (advertising agency, etc.) **ONLY** net advertising **AFTER DEDUCTING AGENCY COMMISSIONS** will be allowable expenses. There will be no exceptions!

G. **PURCHASER** agrees to use only advertisement materials supplied by **ARTIST'S** record company, management company or other **ARTIST** representative.

CONFIDENTIALITY

Any and all concert grossing figures may not be released without the express written permission of **The Organization, and are the Artist representative.**

SOUND RECORDING/RADIO BROADCASTING

1. No radio station shall co-promote the performance without the express written consent of **The Organization.**

2. All requests for the recording or radio broadcast shall be approved by **The Organization (254) 749-8758** fourteen (14) days prior to performance. Arrangements must also be made in advance with **ARTIST'S** representative. **PURCHASER** agrees that no radio apparatus, transmitting or recording devices (including video tape or in house remotes) will be used by **PURCHASER, PURCHASER'S** staff, the audience or anyone else (other than **ARTIST**) in any manner or form to reproduce or broadcast the **ARTIST'S** performance. Further, the **PURCHASER** shall not allow the use of flash cameras during the performance without prior consent of **ARTIST'S** representative.

PRESS

All press (e.g. radio, newspapers, etc.) **MUST** obtain permission from **The Organization** or **ARTIST'S** representative prior to performance before access is allowed or any and all coverage is attempted.

TICKETS

1. No tickets can be sold for seats located to the rear of the stage, where the stage and equipment on stage is obstructing normal eye level of the **ARTIST'S** performance, unless the location of the seat is clearly indicated on the ticket (i.e. obstructed view section). For temporary theater in the round tickets sold behind the bandstand must be marked "**IMPAIRED VISION**" or "**BEHIND BANDSTAND**".

2. Under **NO** circumstances are complimentary tickets to be issued within the first ten (10) rows of seating.

3. **PURCHASER** agrees to distribute no more than ten (10) official house seats as complimentary tickets relative to this performance, including tickets distributed to the press. **PURCHASER** must supply **ARTIST'S** representative with a detailed statement of complimentary tickets. Each complimentary ticket will be issued only as a fully punched ticket. House guest lists are only allowed upon approval of **ARTIST** or **ARTIST'S** representative.

4. **PURCHASER** must provide **ARTIST** with ten (10) comp tickets per show, the unused portion of which may be placed on sale the day of performance with the permission of the **ARTIST'S** representative, with the exception of New York and Los Angeles where sixty (60) comp tickets must be provided. The

3

comp tickets must be made available at any time to the **ARTIST'S** representative. Comp tickets issued to the **ARTIST** will not be stamped complimentary.

OPENING ACTS AND BILLING

1. **ARTIST** is guaranteed a minimum performance time of sixty (60) minutes but shall not be required to perform more than seventy five (75) minutes. Any length in performance times should be agreed upon by **PURCHASER** and **ARTIST** before said performance.

2. **ARTIST'S** play position is to close the engagement after all opening acts have performed unless otherwise specified contractually or by **ARTIST'S** representative.

3. Any alternate scheduling of acts and times must be approved by **ARTIST'S** representative at least 24 hours prior to performance time.

4. No master of ceremonies or announcer shall appear in conjunction with this engagement without the prior approval of the **ARTIST'S** representative. Any upcoming events announcements or house

announcements shall be done fifteen (15) minutes before **ARTIST'S** scheduled performance.....**NO EXCEPTIONS!!!**

5. ARTIST is to receive **one hundred (100%) sole headline billing** in any and all forms of advertising - including venue marquee - for engagement. No other artist shall receive more than fifty (50%) size type billing underneath, unless otherwise agreed upon in advance

6. ARTIST is to have the right of approval and termination of performance, of any other artist on Engagement bill.

MERCHANDISING

ARTIST shall have the sole and exclusive right, but not the obligation, to sell souvenir T-shirts, posters, programs and all other merchandise directly pertaining to and/or bearing the name and likeness of **ARTIST**, inclusive of phonograph records, tapes and compact discs at the performance hereunder and to retain one hundred percent (100%) of the receipts there from, subject only to written arrangements that **PURCHASER** may have the concessionaires for handling and/or selling or said merchandise. **PURCHASER** is prohibited from selling any merchandise bearing the name and likeness of **ARTIST** or any member of **ARTIST'S** group without the express written authorization of **ARTIST'S** representative or **ARTIST'S** management.

MISCELLANEOUS REQUIREMENTS/PROVISIONS

1. All interviews must be cleared with **ARTIST'S** management or **ARTIST'S** representative.

2. **PURCHASER** agrees that any negotiations for any additional performances by **ARTIST** shall be between **PURCHASER** and **ARTIST'S** booking agency prior to engagement.

3. This is an independent contractor contract, no payroll or FICA taxes shall be deducted.

4. **ARTIST** will **NOT** perform **"in the round"** unless specified on the face of the contract or an agreement in writing is signed by **ARTIST'S** booking agency and **PURCHASER** in advance.

5. Nothing herein shall require the commission of any act contrary to law, or any other rule or regulation of any union guild or similar body having jurisdiction over services of **ARTIST** or over the performance hereunder, and whenever there is any conflict between and provision hereof and any law, rule, or regulation shall prevail and the contract and this rider shall be curtailed, modified or limited to the extent necessary to conflict resolution.

4

6. A representative of the **PURCHASER**, duly authorized to make decisions, will be on hand at all times throughout the period covered by the production schedule of engagement.

7. It is the **PURCHASER'S** obligation to inform **ARTIST'S** representative of any mandatory union breaks, curfews, fire regulations or other unique regulations peculiarities at least seven (7) days prior to tickets being placed on sale, as subsequent evaluation therefor may place performance in jeopardy at **ARTIST'S** discretion.

8. In regard to setting up all equipment, **ARTIST** shall have preference over any other artist or act as to location of equipment on, near or above the stage. This equipment will not be moved or used by anyone other than **ARTIST** or his/her staff, with the exception of when **ARTIST** is the support act on the show.

9. No provisions contained in any venues leases which are inconsistent with any provisions of the contract or this rider shall be binding on **ARTIST** unless **ARTIST** shall consent to in writing thereto.

10. If **PURCHASER** refuses or neglects to provide any of the items required of **PURCHASER** hereunder, or fails or refuses to proceed with the presentation of the Engagement (s) which is/are the subject of the contract, and/or make any of the payments as and when required hereunder, or fails to furnish the type, size and quality of public address system required by **ARTIST** hereunder to if, at any time prior to or during the actual performance of **ARTIST** should said public address system be otherwise than in perfect working condition then in any such events: (I) **ARTIST** or **ARTIST'S** representative, in artist's sole discretion, may thereupon terminate the contract without liability of any kind to **PURCHASER**; (ii) **ARTIST** shall have no further obligation to perform the **PURCHASER**; (iii) **ARTIST** shall retain all amounts therefore paid to **ARTIST** for any additional compensation herein provided for and (iv) **ARTIST** shall also be entitled to exercise all remedies then available to **ARTIST** at law or in equity.

11. 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 full payment forthwith of the guaranteed compensation specified herein and if **PURCHASER** fails or refuses to make such payment forthwith, **ARTIST** shall have the right to cancel the contract without liability or any further obligation to employer hereunder and shall retain any an all moneys therefore paid to **ARTIST** by **PURCHASER**.

12. (IF USED) Provisions should be made with the licensing authorities in relevant cities for use of certain pyrotechnic devices on stage and clearance should be obtained with relevant fire officers to allow use of upon open stage (e.g. no fire curtain)

CANCELLATION

ARTIST or PRODUCER may, in their sole discretion, cancel the Engagement, without liability, by giving Purchaser notice thereof at least thirty (30) days prior to the start of the Engagement. In such instance, any moneys paid by **PURCHASER** shall be returned forthwith and neither party to this agreement shall be under any further obligation to each other for any future performance.

FORCE MAJEURE

If Artist's performance (s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or other course or event, similar or dissimilar, beyond Producers control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall include Artist and band as identified by artist Representative.

INCLEMENT

WEATHER

5

Producer's obligation hereunder shall be excused and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price plus any percentage monies called for in the Contract.

TAX

Should there be any assessment by a taxing authority on **ARTIST** or their assignees for the services or for moneys earned during this engagement, said taxes shall be made from the fees contained herein or from any percentage moneys earned hereunder accompanied by proper paperwork.

BRECH

In the event of a material breach by the **PURCHASER** of any of the conditions contained herein, **ARTIST** may cancel performance without further liability and the **PURCHASER** shall be obligated to pay the full contracted fee to **ARTIST** or **ARTIST'S** representative.

INSURANCE

PURCHASER specifically covenants and agrees to obtain and will keep in full force and effect, at its expense for a period commencing not less than forty eight (48) hours prior to the performance (s) and terminating not less than forty eight (48) hours after the performance (s) general liability and public liability insurance, including contractual liability, with respect to the place of performance in companies and in form acceptable to **ARTIST** to afford protection to the limit, per occurrence, of not less than \$1,000,000.00 with the respect to personal injury and \$1,000,000.00 with respect to property damage and all risk insurance at replacement cost value on **ARTIST'S** personal property, including sound, lighting and special effects equipment used by **ARTIST**. The said insurance shall also provide public liability insurance coverage to the installation and for operation of the equipment provided by **ARTIST**, its officers, employees, contractors, representatives and agents. All such insurance coverage shall be primary.

Purchaser shall cause Producer, Artist and their respective agents and employees, to be named as additional insureds on said policy.

In addition, **PURCHASER** agrees to have and maintain in effect a policy of workman's compensation covering all of its employees involved in the installation, operation or maintenance of the equipment provided by **ARTIST**, its officers, employees, contractors, representatives and agents. **PURCHASER** further agrees to provide full insurance coverage for all **ARTIST'S**, its agents and representatives equipment.

INDEMNIFICATION

PURCHASER hereby indemnifies **ARTIST**, its successors, assigns parents, affiliates, subsidiaries, officers, directors and agents, and holds them harmless from and against any and all claims, actions, damages, liability and expenses, wholly or partially arising out of or connected in anyway with the performance contained herein, including, without limitation, attorneys and other professional fees and

expenses in connection with the loss of life, personal injury and/or damage to property which does not result solely and directly from the active negligence of **ARTIST**.

CHOICE OF LAW

This Rider and Contract shall be deemed made and entered into in the State of California and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The State or Federal courts located in Los Angeles County, California shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts. In such an event, the prevailing party to such dispute shall have the right to be reimbursed by the other party for its reasonable attorneys' fees.

6

TRANSPORTATION

At the disposal of the **ARTIST'S** representative, one (1) runner should be available for runs for supplies as well as driver back and forth to hotel both before and after the performance. This vehicle shall also be used to transport **ARTIST** back and forth to hotel both before and after performance and throughout the day as needed.

PARKING (if applicable)

Parking shall be provided for staff/representative as close to load in and dressing rooms as possible.

SECURITY

1. PURCHASER agrees to provide complete security and protection for **ARTIST** while on stage as well as all backstage areas and equipment against all loss of musical and electrical equipment, road cases and personal effects belonging **ARTIST'S** band members, crew and management.

2. Complete security may be accomplished by providing security personnel during the times in which audience is present at the following locations:

- Dressing room door
 - House mix position
 - Backstage
- Front of stage
 - **ARTIST'S** tour bus and truck

3. PURCHASER agrees to repair or replace all of **ARTIST'S** equipment destroyed or stolen due to acts of violence, riots, demonstrations or security failure. **PURCHASER** understands and agrees that damage costs, if any, shall be brought the night of the performance and shall be paid to **ARTIST** on the date of performance.

PURCHASER shall not have the right to assign this agreement or any provision thereof. Nothing herein contained shall be construed as to constitute the parties hereto as a partnership or joint venture or make **ARTIST** liable, in whole or in part for any obligation that may be incurred by **PURCHASER** in carrying out any provision hereof otherwise. The contract and this rider may not be changed, altered or modified except by an instrument in writing, signed by both parties.

DRESSING ROOM (S)

PURCHASER agrees to provide two (2) private (completely separate from others) dry, air conditioned lockable dressing room. It should be equipped for wardrobe and must have One (1) hanging rack. The dressing room shall be outfitted with comfortable furniture (i.e. sofa, coffee table, chairs etc.) and indirect lighting. This room must also have access to private lavatory and shower facilities (if available) to accommodate **ARTIST**. Dressing room should be lockable and key shall be made available to **ARTIST'S** representative.

CATERING

7

PURCHASER shall provide eight (8) large CLEAN white towels bath towels (**BAR TOWELS ARE NOT ACCEPTABLE**) at least sixty (60) minutes prior to performance or at request of **ARTIST'S** representative.

Please note when preparing meals. There will be ten (4) people for all meals!

DINNER (If applicable)

- Purchaser agrees to provide one hot meal for **ARTIST'S** crew and band per Artist representative.

DRESSING ROOM HOSPITALITY

To be provided in **ARTIST'S** dressing room not later than the completion of sound check or at request of **ARTIST'S** representative.

- 3 one liter bottles of drinking water
- 2 bottles of red wine (Merlot)
- 1 basket of fresh fruit in its natural state (bananas, apples, oranges etc.)
- 1 vegetable tray with dip and sliced cheese
- Assorted fruit juices
- Supply of hot and cold cups, ice and all necessary condiments and utensils (forks, knives, napkins, paper towels etc.)

AFTER SHOW (If applicable)

- 3 bottles water (liter size)
- bowl of fresh fruit (see above specifications)

hot meal determined by **ARTIST'S** representative at close of engagement.

STAGE REQUIREMENTS (if applicable)

- Optimum **ARTIST** mobility stage size should be a minimum of 40 wide by 30' deep by 25' top clearance. Monitor line not included.
- Stairs are required if necessary.
- A down stage curtain is desired if available.
- Stage power for **ARTIST** will be separate from any other act on show and will consist of four 20 amp 110v circuits with quad boxes on separate circuits from lighting, placed evenly at rear of stage.

PRODUCTION/STAFF REQUIREMENTS (If applicable/per advance)

PURCHASER agrees to provide at no cost to **ARTIST** a minimum of:

- 2 equipment loaders for the load in and the load out.
 - 1 monitor engineer.
 - 2 follow spot operator (or one operator for every available spot)
 - Production office with two phone lines, table, chairs and electrical power (when available)

8

SOUND SYSTEM REQUIREMENTS (If applicable)

NOTE: During the performance the sound system will be operated by an authorized representative of **ARTIST**. In addition, a house engineer must be available throughout the day and the performance. If sound and lights are not offered by **ARTIST**, then **ARTIST** or representative reserves the right to approve in advance the selection of sound and lighting companies. Do not purchase production for the performance without first clearing said production with **ARTIST** or representatives.

PURCHASER agrees to provide the following minimum sound and effect requirements:

- FOH mixing console - 32 channel, 8 subs, 3-5 band EQ, min of 4 effect returns and channel input patching capabilities. Recommended mixing consoles Yamaha 4000, Scorpion.
- House system should be in stereo with a 1/3 octave klark teknik or equivalent EQ on the mains, capable of at least 120db spl at the house mix position.
- Speaker enclosures should be front loaded and preferably tri-amped.
- Mix position shall be located, when possible, in the center of the room on the main seating floor.
- CD Player with recording capability and a CD player are required for pre show music and intro. tape.
- Communications (clearcom) shall be provided whenever possible between the mix position and the stage.
- 3 reverb units at least 1 being a Yamaha SPX90 or 90II
- 2 digital delay units
- 4 limiter compressors (dbx preferred)
- 8 channels of noise gates

MONITOR SYSTEM (If applicable)

- Mixing console - 24 channel with a minimum of eight mixes not including cue mix.
- Six bi-amped floor wedges, 2 stereo side fills and 1 bi-amped drum monitor. Each cabinet should contain 1- 15' speaker and horn or 2 - 12'speakers with horns capable of 118spl continuous power delivery .

- 1/3 octave EQ on all mixes. Preferred White or KT

MISCELLANEOUS SOUND REQUIREMENTS

- Audience will not be allowed access to venue until **ARTIST'S** sound check is completed.
 - The venue must be made available at least five hours prior to scheduled door time.
 - **ARTIST'S** sound engineer shall have complete control of sound system array and placement.
 - Deviation from the listed requirement must first be cleared with **ARTIST'S** representative.
- Failure to provide adequate sound system is grounds for termination of performance with no refund due to **PURCHASER**.

LIGHTING REQUIREMENTS (If applicable)

- 50 par 64 1k or 500w cans will be required
 - House LD to be provided for focus and operation as per **ARTIST'S** needs.
 - 1 quality spot light with operator (minimum)
 - Lighting console capable of at least 8 pre set scenes

Failure on behalf of the **PURCHASER** to meet these obligations set forth in this rider shall be a material breach of this agreement provided herein and all deposits shall be paid as liquidated damages for such breach.

THIS CONSTITUTES THE SOLE COMPLETE AND BINDING AGREEMENT BETWEEN THE PARTIES HERETO TO THE ABOVE ARTIST RIDER.

ACCEPTED AND AGREED:

PURCHASER ARTIST

Dated: _____

10

Dated: _____

Althea Rene

Althea Rene

Backline Requirements (If Applicable)

Guitar

- One (1) Roland JC-120 Guitar Amp
- One (1) Music Stand
- One (1) Guitar Stand
- One (10) Stool

Bass

- One (1) GK *00 RB Bass Amp
- Two (2) Eden 410 Bass Speaker Cabinets OR Two (2) Bag End 410 Bass Cabinets
- One (1) Musicx Stand

Keyboard

- Roland A-() EX Keyboard Controller w/VERDI Expansion Card (88-note)
- Korg Triton Pro Synthesizer w/SCSI OR Korg Triton Synthesizer W/SCSI
- Fender Rhodes
- Mackie 1604 16- Channel Mixer or Mackie 1604 VLZ 16 Channel Mixer
- Eight (8) 10' ¼ inch patch cords
- Four (4) 20' Midi Cable
- One (1) Ultimate two-tier keyboard stand
- One (1) Music Stand

Drums

- Yamaha Recording Custom drums w/hardware
- 10' tom
- 14' tom
- 16' to
- 20' or 22' kick
- Five(5) boom cymbal stands
- Two (2) snare stands
- One (1) DW or Yamaha foot pedal
- One (1) Drum perch

Artwork

Publicity shots available at www.Althearene.com