

FRANCISCO PAIS “Verde”
Production Rider
PERFORMANCE RIDER

THIS RIDER SUPERSEDES ALL OTHERS DATED OR NOT
DATED BEFORE
THIS RIDER IS ATTACHED HERETO AND MADE PART OF
THE CONTRACT DATED _____.

THE AGREEMENT EXISTS BETWEEN **PRODUCT OF
IMAGINATION** (hereinafter referred to as the **ARTIST**) AND
_____ (hereinafter referred to as
PURCHASER).

SHOULD THERE BE ANY PROBLEM MEETING ANY
REQUIREMENTS OF THIS RIDER, THE PURCHASER
SHOULD CONTACT:

ARTIST'S BOOKING & MANAGEMENT:
Product Of Imagination / Architect of Dreams

ARTIST'S TOUR MANAGER:
Brooke Pastore
Cell: +1 (401) 835-6908 Email: poibooking@gmail.com

____ (initials)

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The following rider represents the requirements of the ARTIST on the attached contract. PLEASE READ IT CAREFULLY. By signing it, you are agreeing to supply the ARTISTS with certain equipment and working conditions which are essential to the performance. Any breach of the terms of this rider is a breach of the contract and may cause the ARTIST to refuse to perform, without releasing you from the obligation to pay them.

We look forward to a smooth and successful engagement and would be happy to assist you in any way. If there are any problems in fulfilling any of these requirements, please call as soon as possible. **ABSOLUTELY NO CHANGES ARE TO BE MADE ON THIS RIDER WITHOUT PRIOR WRITTEN AGREEMENT BY PRODUCT OF IMAGINATION’S MANAGER.** Thank you for your cooperation.

GENERAL PROVISIONS

1. No other act may appear on the same program without prior written consent of the ARTIST.
2. ARTIST(s) shall have the sole and exclusive control over the production and presentation of the performance with regard to staging, lighting, sound, wardrobe, emcee, and material.
3. PURCHASER agrees that he will not sell any products identified with ARTIST at the place of performance or any other adjacent place under his control without expressed consent of ARTIST.
4. No portion of the performance(s) rendered hereunder may be broadcast, recorded, filmed, taped, photographed or otherwise embodied without advanced, written authorization by ARTIST’s manager. If granted and approved photography must be by available light only, unless requirement is waived by ARTIST or ARTIST’s tour manager. There may be a time limitation imposed upon photographers by ARTIST.
5. PURCHASER agrees to supply all necessary permits, licenses,

and authorizations from any and all government agencies, bureaus, departments, Federal, State, and/or local governments and to provide Immigration clearances if the engagement is to take place outside of the United States.

____ (initials)

TRANSPORTATION
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6. PURCHASER shall provide (at no expense to ARTIST) all local transportation needs.

a. Ground Transportation: One (1) passenger van (10 seats minimum and one (1) twelve -foot equipment/cargo van (with all seat removed in order to fit an upright bass flight case at 7'x 4") to be provided upon arrival to transport musicians, ARTIST and his road crew from airport to hotel, hotel to place of performance, and to airport in time for ARTIST’S departure.

In the event ARTIST and his equipment are unable to arrive at the nearest airport to the venue because of aircraft’s limitation in transporting ARTIST’S equipment, ARTIST will

(a) endeavor to arrive at the airport in the venue city with his musicians and PURCHASER must provide a ten-seat passenger van to transport ARTIST as set out above, and

(b) send his Road Manager and Sound Engineer with the band’s equipment to the nearest large metro hub airport which is within a 200 miles radius OR 4-hour travel time to the venue. Then PURCHASER must provide a twelve-foot cargo van to pick up Road Manager, Sound Engineer and equipment and drive to the venue city as set out above.

In the event there is no one at the airport within thirty (30) minutes or ARTIST’S arrival, ARTIST will rent necessary vehicles for transportation to hotel and place of performance, at PURCHASER’S sole cost and expense. Such amount shall be paid

in cash prior to the performance, otherwise ARTIST shall not be required to perform and the full amount of the contract price shall be due ARTIST.

b. Air Transportation: Where deal provides for air travel, PURCHASER shall reimburse seven (7) roundtrip first class air fares to performance city from either city of origin or city of last performance, as the case may be, and to be booked by ARTIST'S designated travel agent.

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ACCOMMODATIONS

7. Where deal provides for accommodations, PURCHASER shall provide at no expense to ARTIST.

a. 5 rooms -- (5) single rooms (each with king size/queen size beds). Hotel should provide 24 hours room service (if possible) or alternative service comparable to 24 hours service, a health club or gym with free weights and/or nautilus system, cable capacity for receiving ESPN (sports channel), CNN (cable news), etc.

b. All hotel accommodations should be ALLERGY FRIENDLY. Non-smoking, no dust, mold or heavy perfumes/fragrances. Higher floors are preferred and rooms with opening windows if possible.

c. All hotel accommodations are subject to ARTIST approval. In some cases, ARTIST may choose to make his own hotel arrangements if these requirements are not met. If ARTIST does choose to make his own hotel arrangements, PURCHASER, will not make changes to these arrangements, and agrees to reimburse to ARTIST reasonable hotel expenses and accommodations, unless otherwise mutually agreed between ARTIST and PURCHASER.

_____ (initials)

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STAGE, SOUND and LIGHTING REQUIREMENTS

8. In order to assure a quality concert, PURCHASER agrees to provide ARTIST with the following at PURCHASER’s sole cost and expense:

a. A stage for performance which must be a minimum of twenty feet deep from down stage edge to upstage wall, and a minimum of thirty-feet front stage left to stage right (not including wings in the instance of a proscenium theater) [20' x 30']. The stage must be flat, not raked, and must be both smooth and stable.

b. For outdoor performances: stage (including all instruments and equipment) must be completely covered by a suitable and stable roof with wings in order to protect ARTIST and equipment from the elements to ARTIST’S satisfaction.

9. A professional sound and lighting crew to operate systems, assist with load in / set-up / load out, and to work with artists for desired results.
10. PURCHASER shall provide at his sole cost and expense a first-class professional sound reinforcement system capable of providing even coverage to all parts of the venue. Minimum requirements:
 - a. A twenty four (24) channel mixing console with four (4) sweepable bands of equalization and two (2) post-fade sends per channel. A separate on- stage monitor console should be supplied with minimum of five (5) discreet mixes available. One third octave equalization should be supplied for each output of the house console and monitor console.

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- b. Six (6) floor wedges for on-stage monitoring.
- c. Two (2) multi-effects processors. Yamaha Rev 7, SPX 900 or similar.
- d. An assortment of fourteen (14) high quality microphones (see attached stage plot and microphone input list).

- e. An assortment of microphone stands for above microphones (short and tall boom stands with heavy or tripod bases).
- ii. PURCHASER shall provide at his sole cost and expense a first-class professional lighting system capable of assorted stage washes and specials for performers. Minimum requirements:
 - a. Assorted lighting fixtures (see attached lighting plot and fixture list).
 - b. Two (2) Follow Spots with experienced operators.
 - c. Headset communication between backstage, house lights, audio console, lighting console, and spot operators.

BACKLINE REQUIREMENTS

12. a. b. c.

Saxophone-Myron Walden

Reverb in monitor system

BASS- Danielle Camarda

One (1) Bass Amplifier Polytone, GK112, GK800 w/ 4x10-

DRUMS- Ferenc Nemeth

[1] 18" x 16" bass drum (2 heads no hole in front and no dampers inside) [1] 10" and 12" or 13" standard mounted toms [1] 14" floor tom with legs (14 x 14" deep) [1] 14 x 5 1/2 wood snare drum [5] standard cymbal stands (3 straight, 2 boom) [1] drum pedal [1] high-hat stand [1] snare drum stand [1] drum throne with padded cushion seat [1] one meter x one meter close-cropped gray carpet

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Acceptable Models-

All drum heads must be either Remo coated or Aquarian coated.
(No Exceptions). All other necessary hardware supplied by
Purchaser to complete the drumset.

(continued on next page)

13 **GUITAR-Francisco Pais** 1 (one) Fender Twin Reverb (blueface
if possible or 65' reissue) 1 (one) one rug

14 **Piano-Leo Genovese** One Fender Rhodes electric piano, Roland
Juno.

14b Four (4) Music stands

____ (initials)

DRESSING ROOMS / HOSPITALITY

15.

a. One (1) comfortable and private dressing rooms with clean

lavatories, full length mirrors, tables, chairs, garment rack, and wastebaskets.

b. Hot meal, to be catered at the venue, for five (5) people. Time to be specified by ARTIST's road manager. Dinner should contain fresh local produce chicken, fish and any kind of seafood is preferred and at least one vegetarian and one gluten free option.) Food and refreshments for five (5) people shall include: *NOTE: To be prepared and inside ARTIST's dressing room by specified

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Pasta salad (vegetarian) One (1) large fresh fruit / vegetable platter with dip Assorted sandwiches (tuna salad and turkey preferred) with condiments on the side Chips and Salsa Assortment of candy bars and cookies Tea and coffee (per Artist’s request) Assorted fruit juices Eight (10) liters of spring water ,Twelve (12) or more bottles of premium beer All necessary items (i.e. plates, napkins, etc.) For consumption of food specified above Twenty Four (24) 16 or 20 oz. plastic cups Clean ice for drinks Six (6) clean hand towels Six (6) clean bath towels Two (2) new bars of soap

ARTIST’s load in time.

ANY SUBSTITUTIONS TO THIS RIDER MUST BE CONFIRMED BY

ARTIST'S TOUR MANAGER:

Brooke Pastore

Cell: +1 (401) 835-6908 Email: poibooking@gmail.com

METHOD OF PAYMENT

16. All amounts due ARTIST are to be paid in the form of a Money Order or Cashier’s Check cash drawn on a major U.S. Bank in Cash or U.S. Currency, as specified on face of contract.

a. Guaranteed Contract Price:

PURCHASER is to pay ARTIST’s representative prior to performance, the guaranteed amount, or the balance of the guaranteed amount if a deposit has already been paid.

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b. Percentage Contract Price:

Any balance due on a percentage computation is to be paid immediately after the closing of the box office. Unless, otherwise approved, this final settlement will take place not later than sixty (60) minutes after the completion of the musical event. At the time a ticket-printer’s manifest and a detailed box office statement certified and signed by the PURCHASER is to be given to ARTIST’s representative. This statement is subject to the approval of ARTIST or ARTIST’s representative.

In cases where a break figure is not a part of computation, if PURCHASER has other or greater expenses, the break figure shall not be affected. If, however, the bona fide aggregate paid bills relating to any of the above listed costs shall total less than stated herein, the break figure will be reduced by the difference between the total listed costs as established to the reasonable approval of the ARTIST’s auditor based on the paid bills maintained in connection with the event. Under no circumstances will the break figure be increased. PURCHASER represents that total projected costs are \$_____.

TICKETS

17 a. All tickets are to be printed by a bonded ticket supplier and consecutively numbered. PURCHASER agrees that he is liable for any and all counterfeit tickets and under no circumstances is ARTIST to assume loss of income as a result of such tickets.

b. If ARTIST is being paid under the percentage of receipts basis, PURCHASER is allotted the following numbers of complimentary tickets: Venue Size 0-200 201- 500 501- 1500 >1500
Number of Complimentary Tickets 10 14 20 30

PURCHASER agrees to hold ____ (a number equal to those provided in the schedule in Paragraph b above) complimentary tickets for ARTIST for each show. In the case of a festival where several artists are performing, ARTIST must receive twenty (20) complimentary tickets. These tickets must be in prime location, that is, seats in rows 5 through 10 in the front and center of the room.

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MISCELLANEOUS

18. a. Either party may cancel this contract without recourse to the other in the event of riot, civil disorder, Acts of God, periods of national mourning, rebellions, bomb threats, necessitating the cancellation of the concert, or floods, tornadoes, hurricanes, or any other national disaster which causes the area in which the concert site is located to be declared a national disaster area eligible for federal aid. In the event performance is canceled by PURCHASER for any reason other than those described herein, ARTIST is to be paid contract fee in full. In the event that the performance is canceled by ARTIST for any other reason other than those described herein, ARTIST will refund to PURCHASER any deposits paid to ARTIST.

b. ARTIST shall not be required to perform before any audience which is segregated on the basis of race or creed, or where physical violence or injury to ARTIST is likely to occur, nor where strikes or the threat thereof exists.

c. No portion of the performance(s) may be photographed, recorded, filmed, taped, broadcast, or mechanically reproduced in any form for the purpose of reproducing such performance (s) without prior written consent from ARTIST’s Management. If any such unauthorized recording is discovered during the ARTIST’S performance, ARTIST shall have the right to withhold performance

without prejudice to his rights hereunder.

d. PURCHASER agrees that there will be no signs, placards, banners or other commercial advertising material on or near the stage during the performance(s) nor shall ARTIST's appearance be sponsored by or in any way tied with any commercial product or company without prior consent from ARTIST or his Management. PURCHASER further agrees that ARTIST's name will not be used in association, directly or indirectly, with any product or service without ARTIST's prior written consent. PURCHASER is enjoined from selling or distributing any merchandise bearing the likeness of ARTIST, and phonograph recordings, or any other souvenir material at the performance(s) hereunder without ARTIST's written consent.

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e. PURCHASER agrees that ARTIST may cancel agreement hereunder by giving PURCHASER written notice mailed to the address set forth in the Agreement at least forty five (60) days prior to the commencement date of the engagement provided ARTIST should be called upon to furnish his services in connection with a motion picture, television program, and if ARTIST, in ARTIST's sole discretion, determines that the engagement might conflict with such other engagement, or with any rehearsal or preparation therefore.

f. In the event of breach by PURCHASER of any of the terms, covenants, or conditions of this contract, ARTIST shall give notice thereof to PURCHASER. If PURCHASER fails to cure such breach then ARTIST shall not be required to perform hereunder and PURCHASER shall pay ARTIST the full amount of the contract fee as specified on the face of the contract.

g. This agreement may not be changed, modified or altered except

by an instrument in writing, signed by the parties hereto. No changes made on this rider shall be valid unless countersigned by ARTIST. In the case of any conflict of terms with any documents appended hereto, the terms contained in this rider shall prevail.

h. If the performance agreement and attached ARTIST RIDER sent to PRODUCER are not countersigned by PRODUCER and returned to ARTIST as of the show date, these agreements shall be deemed accepted in their entirety by PRODUCER and shall be deemed to be binding and duly enforceable.

i. PURCHASER must use admats supplied by ARTIST's Management. In all news releases, announcements, and printed programs relative to this engagement **band personnel listed must be approved in writing by Management**, prior to the release. Billing should read as follows:

FRANCISCO PAIS LOTUS "Verde" FEATURING
Myron Walden bass clarinet / alto sax, **Ferenc Nemeth** drums, **Leo Genovese** piano/ Fender Rhodes, and **Daniele Camarda** bass.

_____ (initials)

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If PURCHASER is unable to fulfill any of the terms in the contract or needs additional information, please contact:

ARTIST'S BOOKING & MANAGEMENT:
Product Of Imagination / Architect of Dreams
ARTIST'S TOUR MANAGER:
Brooke Pastore
Cell: +1 (401) 835-6908 Email: poibooking@gmail.com

I HAVE READ THE ENTIRE CONTENTS OF THIS
AGREEMENT AND RIDER AND AGREE TO BE BOUND BY ITS
TERMS AND CONDITIONS.
AGREED AND ACCEPTED:

PURCHASER(signature)

_____ DATE 00/00/2017

ARTIST MANAGEMENT(signature)

_____ DATE 00/00/2017