

INNER CIRCLE RIDER

RIDER attached to and made part of contract dated _____, between INNER CIRCLE hereinafter called "Artist" and _____ hereinafter called "Employer" and / or "Promoter" or "Purchaser".

DATE OF APPEARANCE _____

VENUE _____

A. VALIDITY OF CONTRACT

This contract shall not be binding upon the Artist until both this rider and the attached contract are executed by the Artist or authorized representative for the Artist. No other party is authorized to vary this agreement with particular reference (but within limitations) to fee, percentage calculation, support act, security, etc. Where conflict or interpretation may exist between and the attached contract, this rider shall prevail in all cases.

B. PAYMENT

1) With the signing of this contract, fifty percent (50%) of the total fee due Artist with regard to the performance referred herein, shall be deposited unless otherwise specified on the contract.

2) With respect to any engagement that includes compensation on a percentage basis, or on the number of tickets sold for the performance (s) hereunder : the scale of ticket prices must be submitted to and approved by Artist in writing before tickets are ordered or put on sale : Purchaser agrees to provide a representative of Artist with immediate access to the box office prior, during and immediately following the performance and such representative shall have the right to examine and make extracts from box office records of Purchaser relating to gross receipts of this engagement only; Purchaser shall furnish Artist (representative) upon completion of the engagement contracted for herein with a ticket manifest setting forth the total attendance, the number of "free charge" tickets, copies of any and all guest lists and the total amount of tickets sold and paid for. Said tickets manifest shall be signed by authorized representative of Purchaser under the pains and penalties of perjury.

C. BILLING

Artist shall receive appropriate Headline Billing in all advertising and publicity material.

D. TAXES , VISAS AND WORK PERMITS

If there is any assessment of taxes by any taxing authority of the Artist for income earned during the performance (s) referred herein, said taxes shall be paid by the Purchaser. Be it fully understood and agreed that no deduction in respect of such taxes, visa fees, or work permits shall be subtracted from the guaranteed fee contained herein, or from

any percentage fee earned. It is the sole responsibility of the Purchaser to pay for all taxes (including departure taxes), visa fees and work permits.

E. PERFORMANCE

1) The Artist's performance (s) will be approximately (60-75) minutes each. Where warranted, the Artist will perform an encore of no more than fifteen (15)minutes unless Artist elects to do more time. Set-up time for the Artist's musicians will be no less than forty-five (45) minutes. Therefore, the act performing immediately prior to the Artist must finish it's performance no less than three (3) hours prior to the closing time, according to curfew and local building policy or ordinance. Under no circumstances will a Support Act's performance be allowed to curtail or interfere with the Artist's performance. For reasons of personal safety and security requirements, Artist will not perform in any Venue if the stage is erected in the center of room, or field, surrounded by the audience. Be it fully understood that it is the Purchaser sole responsibility to ensure the safe and secure conditions at all times for the Artist, and the Artist is allowed his or her full act including encore, without interruption or curtailment for any reason.

2) Artist and Purchaser will mutually agree to the Artist's position in the line-up of the bill for the performance.

3) On the day (s) of performance, Artist must be allowed adequate time on the Sound Check roster. Sound Check must take place at the Venue of performance, all technical personnel necessary for operation of show including Lighting and Sound Personnel must be presented at the sound check and all staging and sound and lighting facilities must have been set up and ready, simulating the conditions of a real performance. Said sound check must be no later than three (3) hours prior to opening of the doors or gate to the general public. After set-up of instruments, Artist must be allowed at least one (1) hour for a proper sound check. This will not last longer than (90) minutes, at the longest time estimated. Sound Check must be to the Artist's satisfaction. Failure to do a Sound Check will affect performance starting time and smooth operation of the show.

4) The Artist reserves the right to approve any individual introducing the act.

5) If any integral member of the entourage becomes ill or incapacitated and a substitute cannot be provided by Artist or Purchaser, the show will be postponed for a future date without any liability to the Artist and / or his manager.

6) In the event of a riot, civil disorder or natural catastrophe which could result in damage to life and property, this contract may be canceled without liability by the Artist and /or Artist's authorized representative.

7) If the Artist is participating in a series of concerts lasting one or more days, Artist and manager are to be facilitated with backstage passes and arena tickets to all performances. Artist's manager is to be allowed an "ALL ACCESS" pass for the security requirements of the Artist while on the premises.

8) Artist may cancel and terminate this contract and the services to be rendered , without liability, on sixty (60) days prior written notice to Employer.

9) Inclement Weather - Notwithstanding anything to the contrary contained

herein inclement weather shall not be deemed to be a force majeure occurrence and the purchaser shall remain liable for payment of the full contract price even if the performance (s) called for herein are prevented by such weather conditions. Artist's representative shall have the sole right to determine in good faith weather any such weather conditions shall render the performance (s) impossible, hazardous or unsafe.

10) Outdoor Venue- In the event the engagement hereunder is to be performed outdoors, purchaser agrees to provide and pay for adequate stage covering to protect Artist, Artist's crew / members, and their equipment from inclement weather and dangerous conditions resulting therefrom. The foregoing shall apply to, without limitation, all stage areas, mixing console and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate.

F. DRESSING ROOMS

The Purchaser must make available two (2) dressing rooms for the Artist. These rooms will be used exclusively by the Artist and entourage and will not be shared with any other persons or fellow Artists.

1) One room (at least 20' X 20') is to be allocated to the Artist. A security officer will be stationed outside the door from the time the Artist arrives at the Venue of performance until their entourage vacates the premises. The room must be climate controlled, contain running water with clean basin, shower and toilet facilities with twelve (12) towels and a full length mirror. Admittance of others to this room must be approved by the Manager or Tour-Manager. The room must also contain a table with a clean table cloth and adequate seating for twelve (12) persons. Purchaser will provide at their own expense all items listed under section Q of this Rider.

2) All rooms are to be locked with a key which will be handed to the Tour-Manager when the Artist goes on stage. If keys are not available, a security guard must be stationed at every door.

G. STAGING AND TECHNICAL REQUIREMENTS

Purchaser agrees that the facility will provide to the following specifications :

1) The stage cannot be placed in the center of the audience under any conditions (unless it is the specific design of the facility). It must be allocated at one end of the room or arena to ensure strictest security arrangements. The stage shall be 48' wide x 30' deep, and at least 5' high. The stage must be smooth and firm, also evenly finished. Attached to each side shall be sound wing 16' wide x 8'deep. These wings must be parallel to the stage in front and in height. In case of a temporary stage, one set of steps leading up to the stage must be placed at the rear of the stage, or at whichever side the Artist's dressing room is located.

2) One (1) stage risers are required:

DRUMS : 8'x 8' x 2' high

Covered with carpeting and enough black draping to cover sides exposed to the audience.

- 3) The facility shall be regulated at a temperature of not less Than 70 degrees Fahrenheit, and no more than 80 degrees Fahrenheit.
- 4) A location for mixing the sound must be provided at a distance of 75 to 100 feet in front of stage center. If reserved seating is effective, the Promoter must withhold tickets to make an area 8' wide x 8' deep x 3' high, located as mentioned above.
- 5) 8 - 6 foot Palm Trees to be placed on stage.

H. LIGHT AND SOUND REQUIREMENTS

A technical Rider is attached with sound reinforcement and lighting specification. Promoter is to provide at his sole cost :

1) A200 volt single phase service of 200 amps per leg located not more than forty (40) feet from rear of stage .

2) For sound system and stage amplifiers : a 220 volt single service of 100 amps per leg, located not more than forty (40) feet from the rear of stage.

3) The P.A. System must be a professional state of the art system, and must be able to produce the complete sound spectrum. Artist's music requires EXTRA-HEAVY LOW END capabilities from the house system. It is essential to beef up the low end if this is lacking.

A. The house mixing console should carry at least forty (48) channels with at least eight (8) VCAs. A forty (48) channel monitor mix board with at least eight (16) mixes for the stage. House system should be a minimum of 20,000 watts.

B. Microphone selection should carry Shure, AKG, Sennheiser, Nuemann and Direct Boxes by Radial. (See Microphone chart for further information).

C. Monitors : 12 (12) individual floor monitors and two slide fills (on stage).

I. SECURITY

The Artist consider proper and judicious handling of the security system to be of the utmost importance.

1) The Promoter shall be solely responsible for the hiring of adequate security to protect the Artist from the audience, the audience from themselves, and those without tickets from entering the facility. Only professional uniformed security personnel maybe employed. The use of violence by security personnel is strictly prohibited and should such a situation arise, it shall be the Promoter's responsibility to evict the guilty parties, and placate the situation.

2) The Artist's manager shall be informed of security arrangements at the time

of sound check. The Artist's manager reserves the right to meet with the security personnel and dismiss those considered unsatisfactory, and ask that they be replaced by the Promoter.

3) The front row of seats shall be at least fifteen (15) feet from the stage, And two security officers shall be stationed on each side of the stage (in front thereof). They, in addition the Artist's road crew, will prevent any member of the audience from mounting the stage.

4) In addition to the security personnel stationed outside the Artist's dressing room door, the Promoter shall ensure that one (1) security guard is placed at the backstage door. It is essential that this individual is courteous and pleasant disposition; the Artist's manager will furnish this officer with a list of those individuals who may go backstage. Anyone without a backstage pass or not on this list will not be allowed backstage.

5) One security guard will be stationed at the foot of the stairs leading directly on stage to assist the Manager in controlling the traffic on and off the stage.

6) All members of the Artist's entourage shall be equipped with identification passes and will be treated with the utmost priority and respect.

7) In order that the Artist may present his or her to the best of his or her ability, it is expressly understood that no person (s) be allowed on stage during the performance, except those directly connected with the production of the show. The Artist's Manager reserves final right in this manner.

J. PERSONNEL REQUIREMENTS

1) Promoter agrees to furnish at his own expense, all stage hands, stage carpenter, electricians, and all laborers necessary for the production : all tickets, lights, house programs, all licenses, ushers, tickets sellers, takers, appropriate and sufficient advertising and publicity, including but not limited to bill-posting, circulars, display and principal newspaper advertising; and Promoter shall pay all necessary expenses in connection therewith. Promoter agrees to comply with all regulations and requirement of any national or local union (s) that may have jurisdiction over any of the materials, facilities, services and personnel to be furnished by the Purchaser. Purchaser agrees to furnish all necessary materials and equipment, and to promptly comply with the Artist's Manager's directions to arrange the stage, decor, and setting for the performances hereunder.

2) The Artist shall not be in any way responsible for any delays to the performance caused by disputes, arbitration's, work-stoppages, or slow-downs by any union members or other personnel employed by the Promoter.

3) The Manager of the Artist shall have complete and final control over all aspects of the set-up, operation and tear-down of the Artist's equipment, any and all supporting acts equipment, auxiliary equipment and staging. Supporting acts must be informed of this and instructed to co-ordinate their activities with Artist's Manager.

K. PURCHASER'S REPRESENTATIVE

Should the purchaser be unable to be present at all times to oversee all the clauses set forth in this Rider, then Purchaser shall appoint a representative for means of substitution. Said representative shall be given Power of Attorney to act in lieu of the Purchaser. Such representative shall make themselves known to the Artist's Manager upon arrival at the venue of performance.

L. EXPLOITATION

The Promoter shall have the right to exploit the name of the Artist and their band solely for the use of these performances referred to herein. Artist shall not be used to sponsor, or to be joined with any commercial product or company, nor shall there be any sign, banner or advertising material on or near the stage during the performance.

1) The Promoter agrees that they will not sell any product identified with the Artist or other performers at the venue of performance, or any adjacent place under their control, nor will they license third parties, or in any way permit such sales without the written permission of the Artist's Manager.

2) The Promoter agrees that they will not commit the Artist to any personal appearances, interviews, or any type of promotional appearance without the written consent of the Artist's Manager.

3) Purchaser will use only those materials provided by Artist's Representative. Use of other publicity materials without written consent of Artist's Representative will be consider a breach of contract on PURCHASER'S behalf.

M. REPRODUCTION

1) There will be no taping, no sound, or video recording, no broadcasting, or other reproduction unless prior written consent is given by the Artist. There will be no interviews or no publicity events before, during or after the engagement unless prior consent is given by the Artist .

N. BREACH

In the event of a substantial breach by the Promoter or any of the conditions herein, the Artist or the Manager may cancel the performance without further liability to the Purchaser. The Purchaser shall be obligated to pay or cause to be paid to the Artist the full contract fee.

O. REFRESHMENTS & MEALS

Any provisions which the Promoter may choose to provide for any hall staff, car loaders, etc., must be in addition to the following : The Promoter agrees to provide and pay for, at sole cost, the following refreshments:

- 1) Twenty (24) 9 oz bottles of fresh spring water.
- 2) One (1) gallon of Arnold Palmer half lemonade half tea.
- 3) One (1) gallon of Organic Natural Guava, Mango or mixed fruit juice.
- 4) One (1) gallon of Organic Green Tea
- 5) Two (2) dozen large plastic cups.
- 6) Fruit plate with fresh uncut seasonal fruit.
- 7) Three jars of Raw Cashews & Raisins.
- 8) Twelve (12) Guinness Stout beer
- 9) Twelve (12) Premier Beer.
- 10) One (1) bottle premium dry Red Wine.
- 11) One (1) Crudite (vegetable) platter with dip.
- 12) One (1) Cheese platter (with assorted cheese).
- 13) One (1) Turkey platter (**NO PORK OF ANY KIND**).
- 14) Assorted Herbal & Ginger Tea plus hot water for tea (Tea cups and sugar).
- 15) One tub of Hummus
- 16) One (1) Bottle of Honey.
- 17) Six (6) cut lemons.
- 18) Two (2) loafs of wheat bread.
- 19) One (1) bottle of mayonnaise.
- 20) A Toaster.
- 21) Plastic plates, forks, knives, and spoons.
- 22) Whole wheat crackers.

PURCHASER TO PROVIDE ALL HOT MEALS FOR 14 PERSONS AT VENUE (NO PORK OR BEEF, ONLY CHICKEN AND FISH). PURCHASER MUST ALSO MAKE PRIOR ARRANGEMENTS TO PROVIDE PERDIEM OF NO LESS THAN \$100.00 USD OR EQUIVALENT IN FOREIGN CURRENCY PER PERSON PER DAY (INCLUDING DAYS OFF) OR PROVIDE 3 MEALS PER DAY PER PERSON AT HOTEL (INCLUDING DAYS OFF).

P. ACCOMMODATIONS AND TRANSPORTATIONS

- 1) Accommodations: Ten (10) rooms (3 suites & 7 single rooms) to be provided to Artist unless stated otherwise on the face of contract. Each room must have WIFI available and must be paid by PURCHASER. Upon check in at hotel, PURCHASER must provide Manager with a local cell phone in order to communication with production and promoter throughout the duration of stay in the country or countries.

2) Purchaser to provide all international and internal airfare transportation, consisting of one (1) business class and seven (9) economy class. Purchaser must also provide transport to and from the hotel, place of engagement for sound check, and the performance using a comfortable air conditioned bus to accommodate band, crew and equipment.

Q. TICKETS

Purchaser agrees to make twenty (20) complimentary tickets available to Artist or Artist Representative if Artist fees contain percentage provisions.

R. COVID

If the event is canceled by the organizer due to an order of authorities or prohibition of putting up a show at the specified date in the city/country agreed due to Corona or in the event of cancellation of flights to the planned city/airport for the event and the unavailability of acceptable other travel options for Artist, band and crew making the parties hereto mutually agree to cancel the show, Artist will retain deposit from Purchaser for event given and deduct any expenses already paid (like i.e. flight tickets, cargo, cancellation fees of band or crew, travel insurance, Corona-tests, etc.) if any.

If the Artist's performance must be canceled, both Artist and Purchaser shall use their best efforts to secure an identical offer to the Artist to perform under the same conditions on a later date either in 2022 or 2023. The deposit or remaining balance will be applied towards new event date to be determined and agreed upon by Artist and Purchaser.

The above changes to the contract shall apply only in case when the cancellation is provable caused by the order of state authorities in connection with the situation caused by the Corona-virus. In the event an Artist, Musician, Manager, or any crew part of the Artist entourage is unable to return to the USA due to a positive test result, prior to departure, Purchaser mutually agrees to cover any related costs during said quarantine period in Foreign country. Related costs include the following; hotel, meals, transportation, COVID retesting fees, and any flight changes necessary to rebook individual (s) returning to the USA.

S. MERCHANDISING

The Artist and the Artist's designee shall have the exclusive right to sell souvenir programs, T-shirts, posters, and any other merchandise bearing the name and or likeness of Inner Circle, as well as any other related items. Artist shall retain all of the proceeds from such sales. No other merchandise vendors will be allowed in or about the venue without a written agreement from Artist / Artist's Representative. Purchaser is required to provide a well lit , secure area for merchandise sales. This area shall be in a position that is easily visible to the public using the main entrance.

The area shall be provide at no cost to Artist. Artist requires that merchandising agreement between licensed house concessionaires and Artist merchandising designee remain negotiable until a satisfactory agreement can be reached. The Artist reserves the right to cancel the engagement if such an agreement is not reached. Any alterations to the above merchandising agreement must be approved in writing by Artist.

This Rider constitutes, together with the Contract executed simultaneously herewith, a copy of which is attached hereto, the entire agreement of the parties hereto concerning the matters referred to herein and supersedes all other prior agreement and understanding, whether oral or written, among the parties or any of them with respect to the matter referred to herein. This Rider and the Contract to be executed simultaneously herewith may be amended, modified, superseded, canceled, renewed or extended, and the terms or covenants hereof may be waived, only by written instruments executed by Artists or Artist's Manager. No waiver by any party, of the breach of any term or covenant contained in this Rider, whether by conduct or otherwise, in one or more instances, shall be deemed to be, or construed as, a furtherance or continuing contained herein.

AGREED AND ACCEPTED

DATE

For and on behalf of Purchaser

For and on behalf of Artist
