

THIEFS
Technical Rider

PLEASE READ THIS RIDER CAREFULLY! If you have any questions, contact AMI at (212) 260-2921 and info@theamiagency.com

This rider is hereby attached and made a part of all contracts for

THIEFS

1. PAYMENT

All monies due and payable on the night of performance shall be paid in U.S. cash (currency) dollars. All monies should be paid directly to Artist or Artist's designated representative prior to the final performance.

If there is an assessment of tax by any taxing authority on Artist for any moneys earned during the performance, said tax is to be paid by Purchaser. It is fully agreed and understood that no deductions whatsoever are to be taken from contract price or from any percentage hereunder earned.

In the event the Artist is to be paid on a percentage basis, Artist's representative shall have the right to be present in the box office prior to and during the performance and intermission periods. Artist's representative shall be permitted to examine and make extracts for the box office records relating to said performance(s). Purchaser shall provide for examination copies of all bills, statements and receipts that enter into computation of Purchaser's expenses for the performance(s) hereunder. All expenses are subject to approval by Artist or Artist's representative.

Purchaser agrees to reimburse Artist for any and all excess baggage costs of musical instruments related to any form of air or ground travel.

2. BILLING/OTHER ARTISTS

The correct billing for Artist, applicable in all promotional materials shall be:

THIEFS

Billing must be submitted to Artist's management upon return of executed contract.

The Artist will be given 100% top/star billing (as above) in any and all paid advertisements and publicity, including, but not limited to posters, fliers, programs, signs, marquees and banners. Purchaser will notify the Artist of any other artist(s) that may appear at the same engagement. The Artist reserves the right to appear before or after any other artist(s)' performance and has the right to determine the length of any other artist(s)' performance.

THIEFS Rider/Page 2

Instrumentation is as follows (subject to change):

<u>Musician</u>	<u>Instrument</u>
Keith Witty	Bass
Guillermo E. Brown	Drums/Vocalist
Christophe Panzani	Saxophone

3. PERMITS

If the Contract is for an engagement outside of the United States of America, Purchaser shall provide and pay for all necessary visas, work permits, union permits, customs permissions and clearances, any other permits or documents or whatever nature necessary for the touring party to enter Purchaser's sovereign state and locality, and to perform the engagement herein contracted. All necessary visas, permits or documents provided by Purchaser must be in the hands of AMI at least fourteen days prior to departure date.

4. TRANSPORTATION/HOTEL

In addition to the agreed transportation/hotel accommodations provisions in the contract, the Purchaser agrees to provide transportation for all musicians, equipment and personal luggage from airport/train station to hotel, to and from place of engagement and back to airport/train station, as well as a person to meet the Artist upon arrival in town.

All hotel accommodations will be in a FIRST CLASS/4-STAR hotel (Hyatt or better) near the place of performance. Hotel must have telephone, private bath, cable television, wireless internet in each room, also, 24-hour front desk, fax machine and restaurant in hotel. Purchaser agrees to provide three (3) single rooms nightly for the entire engagement. If hotel accommodations are not included in the contract, Purchaser will make necessary arrangements for above, taking full advantage of Purchaser's performer/corporate rates on behalf of Artist.

5. SETUP/REHEARSAL

On the first day of performance, the place of the performance will be made available to the Artist for technical setup and rehearsal at least 6 hours prior to the time of first performance. Purchaser will provide a house electrician, house sound technician, house spotlight operator and minimum of two stagehands/loaders/unloaders at that time. Two loader/unloaders will also be made available to artist during load-out following the performance. The audience will not be permitted in the room of performance until setup/rehearsal is completed. Purchaser will provide all equipment per the attached plot. No instruments other than those provided by/for Artist will be allowed on stage.

6. DRESSING ROOMS/SECURITY

A dressing room adequate for use by four (4) people during the Artist's entire performance. Said rooms shall be clean, dry, well-lit, heated or air conditioned and shall have a mirror and have at least chairs or comfortable seating for six (6) people. Said dressing rooms shall have easy access to clean lavatories, be locked or suitably secure and contain the following:

- 12 clean towels
 - 3 gallons non-carbonated water
 - 12 bottles real (100% pure) fruit juice (cranberry, apple, orange, pineapple)
 - 1 bottle top shelf vodka (preferably Grey Goose or Ketel One)
 - 1 assorted fresh fruit tray (bananas, oranges, apples, grapes, pears)
 - 1 assorted mini dessert tray
 - Assorted snack foods (pretzels, chips, nuts, cookies, crackers, etc.)
- HOT MEAL Vegetarian, fish and chicken (no fast food, beef or pork) hot meals on each night of the engagement.**

Purchaser will guarantee proper security to all musicians, instruments and their personal property before, during and after the performance(s). Special attention is to be paid to the dressing rooms, stage areas and all entrances and exits. Proper security will commence upon the Artists' arrival.

7. ANCILLARY SALES

Purchaser agrees to provide the Artist with adequate space (and if necessary a sales person) for the Artist or his representative to sell recordings, photos, apparel, souvenir books, etc., at the place of performance. It is further understood that the Artist retains the sole and exclusive right to sell such material and no other such sales will be permitted at the place of performance without the expressed written permission of the Artist.

8. USE OF ARTIST NAME/INTERVIEWS

The name of the Artist may not be used or associated, either directly or indirectly with any product or service without the Artist's written permission.

Requests must include the following information:

- . Name of person who will perform the interview
- . Name of publication or radio/TV station
- . Phone number/address of interviewer/publication
- . Type of interview proposed (phoner/live/etc.)
- . Length of proposed interview

Artist availability for interviews cannot be guaranteed. The Artist retains the right to approve/disapprove of any interviews for print or electronic media in conjunction with this performance.

Purchaser shall provide Artist's representative with ORIGINAL copies of all press releases, fliers, posters, articles and reviews pertaining to the performance no later than two (2) weeks following the performance date.

Day performance interviews and/or autograph signing will take place time and schedule permitting only. Purchaser agrees that it will not commit Artist to any personal appearances, interviews or any other type of promotional appearance without Artist or Artist's representative giving prior consent. Such arrangements shall be made through Artist's representative.

9. COMPLIMENTARY TICKETS

Upon request, Purchaser will provide the Artist with twelve (12) complimentary tickets nightly.

10. RECORDING/PHOTOGRAPHY

There will be absolutely no Audio recordings, video recordings or radio broadcasts during said performance unless prior written permission is granted by Artist or Artist's representative. All cassette recorders or other unauthorized taping equipment shall be confiscated by Purchaser and held until completion of performance.

There will be no flash photography of Artist during said performance. Non flash photography will be permitted only with prior written consent from Artist or Artist's representative. If said permission is granted, photographer must provide Artist's representative with contact sheets and agree to provide Artist with one (1) photograph of Artist's choice, to be used for publicity purposes, gratis.

11. MISCELLANEOUS

Artist has 100% control of performance.

Artist shall not be required to perform before any audience, which is segregated on the basis of race, creed or color, national origin, age, disability or sexual preference.

Artist's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, transportation delays, acts of God, labor difficulties, epidemics or any act or order of public authority or any other cause, similar or dissimilar, beyond Artist's control.

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 fixed payments required hereunder. A breach of any clause contained in this Rider by Purchaser shall be deemed a material breach. If Artist elects to perform or to continue to perform notwithstanding a breach of this Agreement by Purchaser, the performance by Artist shall not constitute a waiver of any claim the Artist may have for damages or otherwise.

Cancellation Privilege: Purchaser agrees that Artist may cancel engagement hereunder by giving Purchaser written notice mailed to the address set forth in the Agreement at least thirty (30) days prior to the commencement date of the engagement provided that Artist should be called upon to furnish his services in connection with a motion picture, television program, stage play, or foreign concert tour and if Artist, in Artist's sole discretion, determined that the engagement might conflict with such other engagement or with any rehearsal or preparation.

In case of any conflict of terms, the terms contained in this Rider shall prevail over any other. All terms of this Rider are specifically accepted by Purchaser unless they are waived by Artist or Artist's representative. Such waiver shall be effective only if initialed by both Artist representative and Purchaser.

12. ARBITRATION

Any breach of or controversy or claim arising from this agreement, if any, may be settled at the discretion of the Artist by arbitration in accordance with the rules of THE AMERICAN ARBITRATION ASSOCIATION. Any such arbitration will take place in New York City. The judgment and/or award rendered by the arbitrators may be entered in any court having jurisdiction.

13. SOUND/MUSICAL EQUIPMENT SUPPLIED BY PURCHASER

A minimum 30 feet wide and 20 feet deep stage area for exclusive use by Artist. Stage area must also be satisfactorily covered if engagement is outdoors to protect Artist and Artist's equipment from the elements.

A first class sound and lighting system suitable for the performance space and including the following:

HOUSE CONSOLE & EFFECTS

- 16 channel mixing board; with minimum 6 AUX sends.
 - Reverb and Effects rack (i.e. TC Electronic M-OneLX or Lexicon PCM-80 or 70)
 - Channel COMPRESSOR/GATE
 - Channel NOISE/GATE
 - One CD Player and one CD Recorder
 - Separate Mixing Console Stage Left with 1/3 Octave Graphic Equalizer, Channel compressors and Multi-effect units.
 - All International venues must provide transformers to convert 110 V on the stage.
 - 12 high quality microphones, see input list for minimum requirements.
 - Experienced and Trained sound technicians;
 - One (1) GK 10" or 12" Bass amp with Head

 - One (1) PROFESSIONAL UPRIGHT ACOUSTIC BASS. Must come with DI pick up and adjustable bridge.

 - One (1) Steinway acoustic grand piano tuned to A=440 on the day of performance prior to the sound check and again immediately prior to performance if needed;

 - One (1) Yamaha Absolute Maple Custom Drum Kit
 - 18" bass drum
 - 12"x 8" mounted tom
 - 14" floor tom
 - 7" x 14" snare drum (wood shell)
 - 6.5" x 14" snare drum (wood shell)
 - 5" x 14" snare drum (wood shell)

 - 4 cymbal stand(s) (with several extra felt washers)
 - 1 bass drum pedal (Yamaha Professional or DW 5000 foot pedal)
 - 1 high-hat stand
 - 3 fully adjustable snare drum stand
 - 1 saddle or bicycle throne
 - One 7'x5' rug for drum kit.
- ALL DRUM HEADS SHOULD BE JAZZ AMBASSADOR COATED HEADS**

AGREED AND ACCEPTED BY:

PURCHASER

AMI

DATE

DATE