CONTRACT RIDER FOR ARTIST- BoDeans

This rider to the cont	ract dated	by and between BoDeans
	s "ARTIST") and	• •
	on the date of _ conditions to the attac	is made part of and setting forth- hed contract.
Should the PURCHAS	ER have any problems i	in fulfilling any items herein, please immediately

AGENCY:

Kevin Daly

CEO/Agent Eastern US Kevin@nstarartists.com

763.999.7700

MANAGEMENT:

Barbra Neumann

Bodeans@mac.com

512.565.4518

TOUR MANAGER:

Ben Varela

Ben.varela@gmail.com

619.957.5327

Promo Material & Press Kit:

https://www.nstarartists.com/promoter-tools-bodeans

THIS DOCUMENT CONTAINS 19 PAGES. *Tech information can be found on pages 11-16.*

1. ARTIST'S FEE:

ARTIST'S fee shall be paid in CASH or CHECK (determined by Tour Manager). Guaranteed payments MUST be made prior to commencement of performance. All overages (BONUS FEES) shall be paid in full commencing the ARTIST'S performance or immediately after the Box Office closes, whichever is first to arrive. Under NO circumstances will PERSONAL CHECKS be accepted. ALL CHECKS NEED TO BE MADE OUT TO BoDeans, Inc., FEDERAL ID# 30-0179475.

2. BILLING:

When headlining, ARTIST shall receive 100% TOP HEADLINE billing in all media advertising, publicity, radio, television, newspapers, posters, flyers, and marquees pertaining to the event. NO other act shall receive billing of equal size or prominence without ARTIST'S prior written consent. PURCHASER shall not use BoDeans trademark for any event or in any way unassociated with BoDeans.

3. OPENING ACT/ACTS:

The PURCHASER, will **NOT** under any circumstances determine an opening act without prior consent through, BOOKING AGENT & MANAGEMENT. In some cases, the ARTIST will recommend a local act and PURCHASER will compensate the recommended act independent of the ARTIST. The opening act/acts will work within the limitations set by ARTIST'S TOUR MANAGER. ARTIST will control the set time and set length. The ARTIST'S equipment may NOT be used or moved by any other act on the bill.

4. MERCHANDISE:

ARTIST shall have sole rights to display and sell merchandise at the engagement and retain 100% of proceeds therefrom. PURCHASER will ensure there is no concession fee assigned to the ARTIST. PURCHASER will supply two tables, two chairs, power, and adequate lighting in a primary and visible location for sale. PURCHASER will supply one person to assist in the sale of merchandise when needed determined in the advance.

5. PRESS:

PURCHASER will not commit ARTIST to any press, radio, or television interviews or appearances without ARTIST prior approval. Photo passes will be issued solely by ARTIST'S TOUR MANAGER. There is no flash photography permitted and photographers will NOT be allowed on stage unless approved by TOUR MANAGER. Under NO circumstance may a photographer enter the backstage area unless approved by ARTIST'S TOUR MANAGER.

6. AUDIO & VIDEO RECORDING:

PURCHASER may NOT commit any persons to RECORD **VIDEO** of the ARTIST'S performance. In addition, **NO AUDIO OR VIDEO TAPING** will be allowed of ARTIST **SOUNDCHECK.** UNDER NO CIRCUMSTANCESS IS THIS ISSUE FLEXIBLE, unless there is a prior arrangement made and cleared through ARTIST'S Tour Manager. We will allow tapers to record audio only using self-provided microphones but no board feed will be given. This must be approved by venue and PURCHASER.

7. PROMOTIONAL MATERIALS:

Only current photos supplied by the Agent, the Record Company, or Management, shall be used or distributed by PURCHASER to publicize and promote this engagement. Promo Materials, Press Kit and Ad mats can be downloaded at http://www.nsartists.com/bodeans. ARTIST will allow purchaser to create posters and other materials BUT ONLY with the ARTIST'S approval.

8. CREDENTIALS / GUEST LIST:

ARTIST shall provide all credentials to all personnel connected with the ARTIST'S production. All people in the ARTIST'S entourage will be wearing laminated passes. These are the only passes that allow unlimited access during the engagement. All guest lists must be submitted to ARTIST Tour Manager for final approval prior to being delivered to the box office. ARTIST Tour Manager will submit to the box office thirty minutes prior to the opening of the house, a master guest list and any accompanying passes. (Some guests will be allowed backstage access prior to and/or after performance).

9. COMPLIMENTARY TICKETS:

PURCHASER shall provide and hold for ARTIST a total of twenty (20) complimentary tickets in the venue's preferred seating areas unless all parties agree otherwise. PURCHASER will establish a preferred seating area if one is not already established. A guest list will be submitted by the ARTIST'S Tour Manager on day of show. Any tickets not used shall be released by ARTIST 30 minutes prior to show time for sale to the public at the regular printed price. The guest list will be returned to ARTIST Tour Manager at the end of the show with "NO SHOWS" marked and leftover passes.

10. SPONSORSHIP:

The ARTIST shall NOT be used or associated with any product or service sponsors. The PURCHASER shall not enter into any contracts with a third-party sponsor, under which a financial contribution towards cost of the engagement in return for the ARTIST'S name is used without the prior written consent of the ARTIST. When headlining, ARTIST reserves the right to deny any solicitations within the venue not commonly associated with a show of this nature.

11. LODGING:

In the event PURCHASER is responsible for ARTIST'S lodging, reservations for seven (7) SINGLE hotel rooms will be made in advance at a 4 or 5-star hotel only. Hotel is subject to Tour Manager's approval. Please provide hotel information to Tour Manager with paid confirmation numbers within one week of event along with point persons contact at said hotel.

12. DRESSING ROOMS:

PURCHASER agrees to provide **ONE (1)**, secure and lockable dressing room and to have the following items set up in each dressing room prior to the start of load-in. Please refer any questions or advance any changes with the Tour Manager prior to the date of the performance.

Band & Crew Dressing Room (Occupancy 10 people minimum)

PURCHASER to provide a clean, well-lit and dry room close to stage entrance to be used by ARTIST Band Members and Crew.

- TWO Six-foot tables for hospitality
- SEVEN chairs and TWO couches
- ONE full length mirror
- ONE Clothes rack and hangers
- SIX 115v power outlets
- High speed Internet network and password prior to show date
- Climate Controls
- Private Bathroom

13. CATERING REQUIREMENTS:

Dressing Room Hospitality subject to change upon advance with Tour Manager. DO NOT purchase anything without first advancing with the Tour Manager.

HOSPITALITY

Full coffee and tea service available from load in through load out. ***A hot water pot for tea- NO EXCEPTIONS***

*** LUNCH

Sandwiches/Chips w/ Beverages for 2-4 people (per advance)

*** DINNER

Catered meal 7-8 people OR a cash buyout per advance. (Please advance catered meal options in the event some of the touring party has dietary restrictions).

***DRESSING ROOM PRIOR TO SOUNDCHECK

- > 6 pack Evian
- 24 pack bottled spring water
- ➤ 6 pack Stella Artois (Bottles)
- 2 bottles Good Cabernet (Joel Gott, Hess, Freakshow or similar)
- 6 pack Coke (NOT diet, not Pepsi- NO SUBSTITUTIONS)

- ➢ 6 pack LaCroix Sparkling Water- Passionfruit flavor (Mango or Lime acceptable substitutions. NO PLAIN FLAVOR)
- 1 bag Lay's potato chips
- ➤ 1 bag Siete brand corn chips IF at all possible. Otherwise, may substitute Tostito's
- ➤ 1 jar medium chunky salsa
- 1 bag Pepperidge Farm thin and crispy chocolate chip cookies (NO NUTS)
- ➤ 1 bag Hershey's assorted miniatures
- ➤ 1 bag chocolate chip cookies (NO NUTS)
- 6 Cliff Bars (3 Chocolate Chip and 3 Coconut Chocolate Chip)

Miscellaneous Items

We don't necessarily need new versions of these items purchased, we won't take them with us, just want to make sure we have access to them. Although we'd love for the cups to be unused!

- Bottle opener
- Cork screw
- ➤ 1 package solo cups
- 6 BLACK or NAVY hand towels

*** AFTERSHOW

Please have food, either menu selections or below, in dressing room immediately following performance:

- (Please verify with TM as there will be adjustments sometimes)
- ➤ 1 Large Cheese Pizza
- ➤ 1 Large Pepperoni Pizza

continued on next page

14. SETTLEMENT:

PURCHASER shall make available the following documentation to show to the ARTIST'S Tour Manager at settlement:

A: A ticket printer's manifest listing the number of tickets, of tickets printed, at each price. All tickets must be printed by a bonded ticket agency, numbered and sold in consecutive order only. All counterfeit tickets shall be the responsibility of the PURCHASER and the ARTIST shall receive their full payment share for any admission that results from counterfeit tickets.

B: A signed Box Office statement listing the numbers of tickets, sold, unsold, killed and comped: all unsold tickets (deadwood) for counting and verification. All deadwood/unsold tickets not present at the settlement will be counted as sold.

C: ALL RECEIPTS for every expense incurred by PURCHASER in direct connection with the performance. PURCHASER understands and agrees the fee is calculated based on estimates for total expenses provided PURCHASER to ARTIST. PURCHASER further agrees that no increase to these expenses will be allowed without the express written consent of ARTIST'S Tour Manager. If any of the expenses incurred shall be less than the original estimated expenses, the expenses shall be reduced accordingly, as established by the reasonable approval of the ARTIST'S Tour Manager.

D: All invoices and receipts presented at settlement must be original and show gross, net and commissioned amounts. PURCHASER shall provide notarized affidavits of performance for all radio station advertising starting dates run, times run, and contract rates. Promotional radio station giveaways or trades may only be given in exchange for spots on a one-to-one basis (i.e., 100 - \$10.00 tickets for \$1,000 worth of radio time invoiced). Original tear sheets must accompany all invoicing for print advertising.

E: PURCHASER shall provide at settlement an original hall contract between the hall management and the local union (where applicable), and copies of the same for Tour Manager's records.

F: A representative of the ARTIST or ARTIST'S Tour Manager shall have the right to enter and be present at all box offices and entrances before, during and after performance, and to examine the records of door receipts and admissions. PURCHASER will make available all ticket stubs/receipts for settlement. These receipts should be counted and bound in groups of 25 or 50. Comp ticket stubs should be counted separately. These receipts should be presented at the beginning of settlement.

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15. HOUSE OPENING, PROGRAM MUSIC & ANNOUNCEMENT:

PURCHASER shall consult with ARTIST'S Tour Manager before directing building security to open house to the public. ARTIST reserves the right to hold doors should they encounter technical difficulties during soundcheck. ARTIST retains the right to program without interruption, One-Half (1/2) hour of pre-music prior to ARTIST'S performance. ARTIST shall have sole control of the house lights from start and finish of performance. PURCHASER will ensure that the HOUSE lights and HOUSE music will not come in unless specifically directed to do so by the ARTIST'S Production Manager or Tour Manager. ARTIST also retains the right for a minimum of 15 minutes of music after the performance. PURCHASER shall at no time direct or take the stage themselves to make announcements prior, during, or after the performance unless announcements have been approved by ARTIST'S representative.

16. STAGE MANAGER:

ARTIST requires that purchaser provide a qualified member of PURCHASER'S staff to function as House Stage Manager or liaison person to help with any irregularities that may arise. This will be of mutual benefit to the ARTIST and PURCHASER. Stage Manager shall be present from the beginning of load-in, until the end of load-out and have full decision-making powers for the PURCHASER. PURCHASER will have the name of the stage manager available to the ARTIST'S Tour Manager when the date is advanced.

17. STAGE HANDS:

PURCHASER shall provide at his own expense a minimum of two (2) qualified, willing and able stagehands to assist with the unloading and loading of the ARTIST'S truck and with the safe transportation or the equipment to and from the stage. ARTIST'S Tour Manager based on the specifics of the venue will determine crew calls and stagehand numbers. If loadin/load-out is to be upstairs and no elevator/lift is available, a minimum of four (4) stagehands will be required.

18. RUNNER:

PURCHASER shall provide at their sole expense a qualified, sober, willing and able, fully insured runner who has a driver's license, dependable vehicle to carry at least eight and the knowledge of the local area. Runner shall be at the disposal of the ARTIST'S Tour Manager throughout the day of the show beginning with load-in and until the end of load-out.

19. SECURITY:

Will be controlled but not restrictive. All security personnel must be at least 18 years of age and must be hired specifically as security. No stagehands shall work as security and all security personnel must be paid employees engaged by or in direction of PURCHASER. Venue and/or other ushers are not part of security personnel. PURCHASER shall provide clearly indefinable and responsible security from arrival through to departure of the ARTIST staging system. Size of staff should be large enough in number to supply all functional security needs to venue and ARTIST. Areas to be secured include dressing room, stage entrances, loading entrance, main entrance to the venue, line control entering venue, fire

door exits, lobbies, front of stage barricade, mix positions, restrooms, concourses and all parking facilities.

20. ACCESS TO VENUE:

PURCHASER shall provide access to venue a minimum of eight (8) hours prior to the doors opening to the public or earlier per the advance of the ARTIST'S Tour Manager. Parking shall be provided for the ARTIST'S vehicles in closer proximity to the stage area. All persons connected with the presentation of the concert shall be present, and all sound, lighting, and stage equipment shall be OPERATIONAL at this time.

21. PARKING:

The Band and Crew will be traveling to the venue in 2-3 vehicles, including one cargo van or box truck. <u>PARKING SPACE IS ESSENTIAL</u> in the closest and safest possible location with access to the stage entrance. If necessary, PURCHASER will obtain meter hoods or parking permits to come into force two hours prior to load-in on the day of the engagement to make sure space is available all afternoon and night of performance.

22. PERMITS:

PURCHASER agrees to provide at their own expense all necessary permits, licenses and authorizations from all government agencies, bureaus, and departments of any federal, stage, and local governments.

23. SOUND CHECK:

ARTIST must have a FULL sound check, as determined by ARTIST TOUR MANAGER. No one shall be allowed into the venue during soundcheck other than necessary working personnel and under no circumstances shall photographers/press be allowed without consent of ARTIST'S Management or Tour Manager. Soundcheck shall last a minimum of two hours, not including load-in, set-up, and breakdown time. No other band or artist will be allowed to take the stage before ARTIST'S soundcheck is complete. **Once ARTIST equipment has been placed on stage and soundcheck is finished, it must remain in place and not moved unless done so by ARTIST'S crew.** SOUNDCHECK SHALL BE CLOSED TO THE PUBLIC AND ONLY WORKING CREW AND WORKING VENUE STAFF SHALL BE ALLOWED IN THE BUILDING DURING SOUNDCHECK. NO PHOTOGRAPHY OR RECORDING OF THIS SESSION WILL BE ALLOWED.

24. STAGING:

A sturdy construction with dimensions of a minimum of forty (40') feet wide by thirty (30') feet deep and four (4') feet in height are required. All corners, joints, and seams must be flush with one another and all panels must be rigidly supported from below. The stage areas are free from all obstructions to the maximum working space. PURCHASER will detail exactly what this space is. ARTIST Production Manager shall have sole control over production of the show including, but not limited to, the placement of all equipment on stage and operation of all productions. Two risers, two of them to measure eight feet by eight feet by one foot high

(4'x8'x12") will be needed. If the show is outdoors, a hard cover is required for the entire stage, sound wings, and lighting platform. A full concert style barricade must be provided by the purchaser for the performance, spanning the full length of the stage. If the barricade covers any of the sub woofers it must be a blow thru barricade in these areas. **Absolutely no bicycle rack is to be used as barricade.** Some smaller venues will not require barricade and that will be decided during the advance.

TECHNICAL PORTION OF RIDER BEGINS ON THE NEXT PAGE

TECHNICAL SPECIFICATIONS

LIGHTING:

TOURING LIGHTING PACKAGE:

Please advance with ARTIST Tour Manager or Production Manager

A. HOUSE LIGHTING FIXTURES:

Provide an up-to-date list of all lighting fixtures and lighting plot. If lighting plot is not available, forward pictures of the entire lighting rig.

Please note that it is expected that all lighting fixtures included in your advance be in full working order.

For venues with conventional lighting, we would like an evenly distributed set of the following:

Upstage Truss: Red 106, Blue 119, Orange 158, Pink 128, Forest

Green 327, CTB 202,

Downstage Truss: Red 106, Blue 119, Open White

B. POWER:

To be advanced with ARTIST Tour Manager or Production Manager.

C. CONSOLE:

To be advanced with ARTIST Tour Manager or Production Manager. Wherever possible, the touring and house lighting consoles should be positioned directly beside the house audio console. No booths behind glass or separate floors, please. Please provide at least 6' of clear table space.

D. SETUP:

Please provide a house LD who can operate, focus, and troubleshoot, when necessary, ALL parts of your lighting rig and console. The house LD should be present from the beginning of the load-in.

E. SPOTLIGHT:

To be advanced with ARTIST Tour Manager or Production Manager.

F. VENUE LIGHTING:

We will require any venue lighting not required for fire code compliance to be turned off before the show. All lit signage and televisions visible from the stage must be off beginning at least 10 minutes before the performance.

House lighting control should be accessible at FOH. Where this is not possible, please provide a house staff member available via a communication line at the house light controls beginning 15 minutes before the scheduled show time.

G. FOG/ATMOSPHERE:

Water-based haze shall be used both during our performance and during programming. Please advise us in advance of your venue's policy on the use of atmospherics.

continued on next page

VIDEO

A. VIDEO WALL & PROJECTION:

The BoDeans show includes video playback with the music throughout the BoDeans set. We require either an LCD screen video wall or a high-resolution projector and screen approximately 10 feet x 20 feet minimum located behind the bands set up position.

AUDIO:

PURCHASER shall provide and pay for the following for ARTIST'S performance and soundcheck:

H. P.A.:

A stereo P.A. must be able to provide clear, undistorted sound throughout the venue. The P.AA. must adequately cover the entire room and be capable of 115dbA of undistorted audio. The actual boxes that make up the speaker system should be discussed and approved by the ARTIST Tour Manager or Production Manager prior to the engagement. Requested boxes such as: L-Acoustics, d&b, Meyer Sound, Kling & Freitag or similar along with compatible sub speakers. Please run factory crossover programs on all speakers along with proper amplification.

Front fills should be set up on a separate output at FOH.

I. FOH CONSOLE:

To be advanced with ARTIST Tour Manager or Production Manager.

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J. MONITORS:

It is much preferred that the monitors are not run from the house console. If an on-stage monitor console cannot be provided, the venue must inform the BoDeans house engineer at least one week prior to the event date. There are occasions when the BoDeans will be bringing their own IEM system and monitor console. We however do always require 6 high quality wedges and 1 drum sub on 5 separate mixes. The BoDeans setup and placement may change from the included plot and input list. ***Please discuss this specifically during advance either with the Tour Manager or with the Production Manager***

K. MICROPHONES, STANDS, CABLING, D.I.'S ETC:

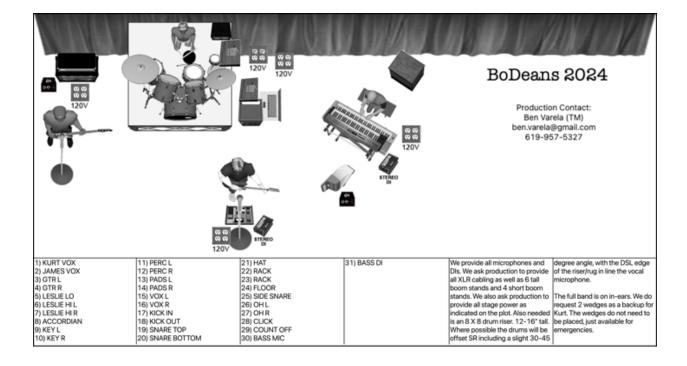
Owing to the nature of a dynamic show, the particulars of needs related to microphones, stands, cabling and the like, to be discussed during advance with ARTIST Tour Manager or Production Manager. This will offer both touring and local production to be most up to date on the current production requirements.

L. BACKLINE REQUIREMENTS:

To be discussed during advance with ARTIST Tour Manager or Production Manager.

STAGEPLOT AND INPUT LIST ON THE FOLLOWING 2 PAGES

Updated: March 24, 2024



Updated: March 24th 2024

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***********	********	100	WOMPO		
CHANNEL	KURT VOX	CARRY	NOTES	-	_
	JAMES VOX	CARRY	+		
	GTR L	CARRY			_
	GTR R	CARRY			
		CARRY			
	LESLIE LO LESLIE HI L	CARRY			
		CARRY			-
	LESLIE HI R	CARRY			
			DACK ON OTHER	-	
	KEY L	XLR	RACK ON STAGE		
	KEY R	XLR	RACK ON STAGE		_
	PERC L	XLR	RACK ON STAGE		
	PERC R	XLR	RACK ON STAGE		
	PADS L	XLR	RACK ON STAGE	-	
	PADS R	XLR	RACK ON STAGE		
	VOX L	XLR	RACK ON STAGE		
	VOX R	XLR	RACK ON STAGE		
	KICK IN	CARRY			
	KICK OUT	CARRY			<u> </u>
10177	SNR TOP	CARRY			
20	SNR BTM	CARRY			
100	HAT	CARRY			
22	RACK	CARRY			
23	RACK	CARRY			
24	FLOOR	CARRY			
25	SIDE SNARE	CARRY			
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27	ОН	CARRY			Í
28	CLICK	XLR	RACK ON STAGE MONS ONLY		l,
29	COUNT OFF	XLR	RACK ON STAGE MONS ONLY		
30	BASS MIC	CARRY			
31	BASS DI	CARRY			ĵ

Updated April 2024

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WARRANTIES AND REPRESENTATIONS:

- 1. The PURCHASER hereby warrants that he/she is of sound mind and of legal age to enter into this binding contract. The person executing this agreement on PURCHASER'S behalf warrants his/her authority to do so, and such person hereby personally assumes liability for any payments due under this agreement.
- 2. A representative of the PURCHASER capable of making any decisions pertaining to this engagement must be present at the place of performance from the time of the ARTIST'S load-in through the time of their load-out. This representative must have copies of this entire agreement together with any and all information pertaining to this engagement in his/her possession.
- 3. In the event the PURCHASER refuses or neglects to provide any of the items herein stated and/or fails to make any of the payments as provided herein, the ARTIST shall have the right to refuse to perform this contract and shall retain any amounts theretofore paid to them or their representative by the PURCHASER. The PURCHASER will, in this circumstance, remain liable to the ARTIST for the full price specified for the performance. In addition, if on or before the date of any scheduled performance, the PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, the ARTIST'S agent shall have the right to demand payment of the guaranteed compensation forthwith. If the PURCHAER fails or refuses to make such payment forthwith, said agent shall have the right to cancel this engagement by notices to the PURCHASER to that effect. In such an event, said agent shall retain any amounts theretofore paid in his/her name to the ARTIST by the PURCHASER.
- 4. Should the PURCHASER cancel this engagement under any circumstance, other than an Act of God, more than 45 days before

the performance, the PURCHASER shall immediately remit to Northstar Artists, a wire transfer, certified check or money order in the amount of fifty percent (50%) of the full price specified for the performance. Should the PURCHASER cancel this engagement under any circumstance, other than an Act of God, 0-45 days before the performance, the PURCHASER shall immediately remit to Northstar Artists, a wire transfer, certified check or money order in the amount of one hundred percent (100%) of the full price specified for the performance. If the PURCHASER cancels the engagement, the PURCHASER, will also incur full financial responsibility for all non-refundable flights, hotel accommodations, and vehicle rentals, related to the performance. ARTIST agrees to furnish PURCHASER with receipts for travel and hotel costs.

- 5. Please note that none of the requirements of this rider can be invalidated by the failure of ARTIST personnel to advance the engagement with any member of the PURCHASER'S production staff. Failure to provide any of the requirements of this rider may result in the cancellation of the ARTIST'S performance. In case of such cancellation, the PURCHASER shall remain liable to the ARTIST for the full price specified for the performance.
- 6. The ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, failure of means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, any act of public authority, or any other cause, similar or dissimilar, beyond their control.
- 7. It is expressly understood by the PURCHASER and the ARTIST that Northstar Artists, its employees and its managers, do not assume any liability for any action(s) taken by the ARTIST, the PURCHASER or anyone connected with the venue or its operator(s). It is further understood that Northstar Artists, its employees and its managers do not assume liability for any claim of any type of

- damages arising out of the engagement that is the subject of this contract.
- 8. This agreement shall be construed in accordance with the laws of the state of Texas and shall be deemed entered into and litigated in the state of Texas.
- 9. In any case of conflict of terms, the terms contained within this Rider shall prevail over all others. All terms of this Rider are specifically accepted by the PURCHASER unless they are waived by the ARTIST or their representative. Such waiver shall be effective only if initialed by the ARTIST or their representative.
- 10. The PURCHASER warrants that the ARTIST shall receive 100%-star billing in any and all publicity released and in paid advertisements, including, but not limited to, program, fliers, signs and marquees. The correct billing for the ARTIST, applicable in all promotional materials, is 'BoDeans' in equal font size.

ACCEPTED AND AGREED	ACCEPTED AND AGREED:		
PURCHASER	ARTIST		
DATE	ACENT		
DATE	AGENT		