

CHASEN RIDER

www.chasenmusic.com

If you have any questions or concerns, and are not sure who to contact, call:

Sam Barker at Platform Management
sam@platformmanagement.com
615-400-0185

* No modification of this contract or of this rider shall be valid, unless expressly approved and initialed by **CHASEN**, or a representative thereof. **IF THIS RIDER OR ANY PORTION OF COUNTERPART THEREOF SHALL BE REMOVED, DELETED OR ALTERED IN ANY WAY, WITHOUT PRIOR NEGOTIATION AND MUTUAL CONSENT OF BOTH ARTIST, MANAGEMENT AND BOOKING AGENCY, THE ENTIRE CONTRACT MAY BE CANCELED AND DEEMED NULL AND VOID AND PURCHASER WILL STILL BE CONSIDERED LIABLE TO ARTIST FOR ALL FEES AND COMPENSATION PROVIDED HEREUNDER.**

PART 1 GENERAL RIDER

For your event to run smoothly and successfully, we ask that you carefully read the following pages and assist us with the following items.

This document is hereby incorporated as a part of the Contract Agreement, dated _____ by and between, "Chasen" (Artist)

And: _____ (Purchaser/Promoter)
At: _____ (Venue)
In: _____ (City, State)
On: _____ (Concert Date)

1.) ARTISTIC CONTENT: It is understood and agreed that Artist shall have total control over the production, presentation, and performance of this engagement. All decisions as to material performed, staging, and production of the concert shall be left solely to the judgment of Artist and/or Artist's representative. It is understood that this is a self-contained performance and there shall be no other presentations, announcers, speakers, guest artists, multi-media presentations, etc, without prior approval of Chasen's Management.

There shall be no banners, signs, radio station signage, or any other type of advertising material in the auditorium and lobby without prior approval by the Artist's Manager. There shall be no handouts of any type of materials, information, displays, or information booths without written approval by the Artist's Road Manager.

2.) PRODUCTION: Purchaser will provide, at his/her sole cost and expense, the specifications set forth in the accompanying "TECHNICAL RIDER FOR CHASEN."

3.) BILLING/OTHER TALENT: Chasen is to receive 100% sole star billing in any and all advertising, marquees, lights, display ads, programs, tickets, and any other form of publicity and promotion. If the event is a festival style program, or conference, appropriate billing and performance time is requested. Before arrangements are made for other talent, please have this cleared through Management.

4.) ARTIST INTERVIEWS/VIDEO: Artist will make every effort to be available for reasonable radio and print requests. All interviews must be arranged prior to the day of the show and Promoter may not commit Artist to any form of interview or promotion without prior consent of Artist's representatives. All requests should be directed in writing to Sam Barker at Platform Management: sam@platformmanagement.com

NOTE: Artist's record label owns all Artist's video rights. Please contact Management before pursuing any video opportunities.

5.) BROADCASTING OR RECORDING: Purchaser/Promoter agrees they are entirely responsible for ensuring that, according to law, no audio or visual recording of the Artist's performance or any portion of that performance is made on film, audio, or videotape, or any other contrivance for any purpose unless specifically approved in writing by Artist or Artist's Management.

6.) ADVERTISING: The band should be listed as "CHASEN" in any and all advertisements. Please do not abbreviate the name in any manner. Advertising should be employed for public performances no less than two (2) weeks prior to the event (i.e. radio, posters, newspaper, Artist's name on marquee).

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7.) 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 of order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Artist's control, then Artist's obligations with respect to the affected performance(s) shall be excused and Artist shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Artist 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 or any member thereof.

8.) INCLEMENT WEATHER: Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and Purchaser shall remain liable for payment of the full Contract price even if the performances called for herein are prevented by such weather conditions. Artist shall have the sole right to determine in good faith whether any such weather conditions shall render performance(s) hazardous, impossible, or unsafe. In the event of an outdoor concert, plastic sheeting must be available to cover all areas of the working stage, mix locations, and the equipment.

9.) INDEMNIFICATION: Purchaser agrees to indemnify and hold harmless Artist and each of its respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorney's fees and court costs) expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (I) the Engagement; or (ii) any breach or alleged breach of any warranty, representation, or agreement made by Purchaser herein.

If Purchaser cancels Artist's engagement prior to 90 days of the concert date, Purchaser will forward one half of Artist's balance to Artist as agreed to on Contract within seven (7) days of cancellation. Cancellations within 90 days will hold Purchaser liable for 100% payment as agreed to on Contract. Purchaser will then forward full payment to Artist within two (2) days.

In the event Purchaser refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payment as proved herein, Artist shall have the right to refuse to perform this contract. Artist shall retain any amounts previously paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed price herein set forth. In addition, if on or before the date of any scheduled concert, Purchaser has failed, neglected or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing, or credit of Purchaser has been impaired, or is in Artist's opinion unsatisfactory, Artist shall have the right to demand the payment of the guaranteed compensation immediately. If Purchaser fails or refuses to make such payment immediately, Artist shall have the right to cancel this Contract. In such event Artist shall retain any amount previously paid to Artist by Purchaser.

If Purchaser fails to pay Artist, then Purchaser is liable and responsible for the amount due Artist plus damages and attorney collection fees.

If this agreement shall be terminated by Artist for any reason referred to above in this subsection, Artist shall promptly refund to Purchaser any amount paid by Purchaser and Artist shall not be liable to Purchaser for any other loss, damage, or expense claimed.

10.) SETTLEMENT: Payment should be made according to the terms on the face of the attached engagement contract. Deposit payments shall be made payable and sent to **Chasen**. Balance payments shall be made in cash or by money order or certified check made payable to **Chasen** and settled with the Road Manager. Purchaser/Promoter should give balance to Artist's Road Manager prior to the end of Artist's performance. Any applicable travel expenses for Artist shall be invoiced in advance and due upon Artist arrival. However, it is preferred that Artist be reimbursed before the day of engagement. For shows based on percentages, a complete, accurate, and detailed written final statement of account with respect to all ticket sales, together with payment in cash and/or cashier's check of any percentages and the balance of the guarantee shall be submitted to the Road Manager, no later than one hour after the show begins. Please have all receipts available. Purchaser agrees to pay all amusement taxes and sales taxes.

*** All deposits are non-refundable, unless the Artist cancels this agreement. ***

Set Fee. A set fee of \$ ----- .

Percentage of Ticket Sales. An amount equal to _____ % of the gross ticket sales.

Percentage of Ticket Sales With Guarantee. The greater of (a) \$ _____, or (b) an amount equal to _____ % of the gross ticket sales.

Set Fee plus Percentage of Ticket Sales. A fee of \$ _____, plus an amount equal to _____ % of the gross ticket sales.

X Other (specify) **plus lodging, mileage and hospitality for the event**

11.) INSURANCE: Purchaser agrees to provide \$1,000,000 public liability insurance coverage to protect against personal injury or property damage for the auditorium. Purchaser shall by purchase of this policy hold Artist, its contractors, and employees harmless against any loss, damage, or expense including attorney fees in connection with or by a claim for personal injury. Chasen shall be named additional insured and shall receive a certificate of insurance prior to concert date. If you have any questions about this, please feel free to contact Management. Purchaser will return the proper certificates of insurance as evidence of the above-mentioned coverage above, along with this agreement signed.

12.) PERMITS, LICENSES, CERTIFICATES: It is Purchaser's responsibility to obtain all licenses, permits, certificates, authorizations, and/or other approval required to be obtained from any union, guild, public authority, performing rights society, or other entity properly having jurisdiction over or with respect to the engagement. Please note that all songs performed by the artists are in the catalog of ASCAP, BMI, or SESAC.

13.) INTERNATIONAL TRAVEL: Any expense for foreign customs clearance, work permits, foreign union dues, duties or tax constancy will be the sole responsibility of the Purchaser.

15.) TRANSPORTATION: Please provide the following to the Road Manager at least two weeks prior to the event. Please send this information via e-mail to efsmac@mac.com

A. Directions from the main interstate to the hotel

B. Directions from the hotel to the venue (please provide as much detail as possible).

Please give directions conducive for a 15 Passenger Van and Trailer, even if it is a less direct route.

C. Hotel Name, Phone #, and confirmation #'s for hotel rooms.

16.) COMPLIMENTARY TICKETS & MEET & GREET: Each Promoter is allowed 20 complimentary tickets. Any additional comps must be approved by Management. We ask that you hold 25 complimentary tickets for the band for family and friends. The Road Manager will submit names for these comp tickets the day of the concert. Any comp tickets not needed by Artist will be released by the Road Manager the day of the show and may then be placed on sale at the door. Artist will conduct a pre-show meet & greet thirty minutes prior to show time which may include radio station giveaway winners, media, record label/distribution company guests, and guests of the Artist and Purchaser. This meet & greet may not exceed 25 (twenty-five) attendees. Any Purchaser meet & greet requests should be directed to sam@platformmanagement.com

17.) MERCHANDISE: Artist will have the sole and exclusive right, without obligation to any party, to sell and distribute merchandise of any kind at the concert. Unless otherwise agreed to in writing, they will retain 100% of the gross receipts resulting from the sale of that merchandise. Merchandise Manager will negotiate the merchandising rate if venue requires a percentage for the sale of merchandise. However, the Artist will not pay any hall fees on the sale of recorded product. If a percentage is to be paid, it will only be paid to a venue representative, and a written receipt of amount paid must be given to Merchandise Manager. Purchaser represents and warrants that they receive no interest or fee, either directly or indirectly, from the proceeds of sales of Artist's merchandise.

In an attempt to report recorded product sales to Soundscan, it is requested that Purchaser assist the Merchandise Manager in obtaining proper venue approval on Soundscan reporting forms.

At no time will any merchandise bearing the name and/or likeness of Artist be sold or otherwise distributed by anyone other than Artist.

No other sale or distribution of non-food items will be allowed on, in or near the concert area. At no time is vending/hawking permitted in the audience.

Tables: Please have two (2) 8-foot tables for merchandise sales in the entryway of the venue near an electrical outlet. Also, two (2) responsible adult volunteers will be needed to help sell, inventory out, and load out from one (1) hour before doors open until load out is complete. These volunteers should not be responsible for any other duties pertaining to the concert or be a ticket holder to the concert. Please provide one (1) additional table and four (4) chairs for Chasen autograph signing. They will normally sign autographs immediately following the concert. The Road Manager will determine where this should take place prior to the end of the concert.

PART 2
HOSPITALITY/CATERING RIDER

1.) **ACCOMMODATIONS:** PURCHASER to provide **Chasen** with Two (2) double occupancy, non-smoking hotel rooms.

Please reserve all rooms under the name EVAN SILVER. The hotel should be no more than 10-15 minutes from the venue. For safety reasons, please try to book a hotel with an inside entry and comparable to a Hilton, Marriott, Hampton or Courtyard. Payment of the rooms must be made in advance. The band will use their own credit card to cover incidentals.

Please send name, address, and phone # of hotel along with confirmation numbers to efsmac@mac.com Please include details of the amenities provided by the hotel and names of restaurants within walking distance if possible.

2.) **DRESSING ROOMS:** The Artist has dressing room needs that are critical to the quality of the event. All dressing rooms should have comfortable seating for five (5) people, a table and a full-length mirror. The dressing rooms must be situated as close to the stage as possible and must be in areas that are private and have NO public access. Dressing rooms should have access to private and clean restrooms. **If dressing room(s) cannot be provided please contact Evan Silver @ efsmac@mac.com**

3.) **HOSPITALITY:** The food and provision requirements are for the health and well-being of the personnel "on the road". The Artist wants to give a GREAT performance and nutritious meals will help everyone do their best. Your hospitality is always appreciated by the Artist and crew. This catering portion has been developed to cover a myriad of tastes and health concerns over an extended period of time. It attempts to provide a wide variety of well-balanced meals for a party of between five (5) and ten (10) individuals and yet keep an eye on budget concerns. It is preferred that the Purchaser hire a catering company for show day meals. If they have any questions or need any assistance, please have them contact the Road Manager. Given the requirements of a concert day, it is essential that meals be served at the venue in a secured room away from the stage. Substitutions or deviations from the following menus must be approved by Road Manager ten days before the date of concert engagement. Please note that before tearing down catering for each meal, please get approval from Road Manager.

Meal Count: The meal counts given are for Artist's traveling personnel only, and do not include any local hands, the Purchaser/Promoter, runners, or any other individuals. It may be advantageous to feed the working local hands (especially lunch) however those numbers must be added to the figures given below. The Road Manager will get you a total count for the band and its crew before the day of the show.

Lunch: Lunch should be served from 12:00 to 2:30 PM for between five (5) and ten (10) people, plus any local crew at the venue. (Sandwiches, Burgers, BBQ Sandwiches, Chick-Fila, etc)

Dinner: A dinner buy-out is preferred, for five (5) people at fifteen dollars (\$15.00) per person: (\$75) in cash, to be presented to the Artist's Tour Manager at load in. However, if this is not possible, then a substantial, high quality meal may be provided at a time instructed by tour manager, either at the venue or a nearby restaurant. **No Fast Food.**

Dressing Room Catering (*in place by Arrival Time*):

1 Case of Dasani (20 oz.) bottled of water (on ice)

1 Six pack Dasani (20 oz.) bottled water (room temperature)

1 Large Bottle of 100% Grape Juice

Large bowl of fresh whole fruit (Pineapple, Bananas, Grapes, etc)

Assortment of Snack food (Beef Jerky (Jack Links, Oberta), Nutri-Grain Bars, Chips, Salsa, Cheese Dip, etc)

PART 3
DAY OF SHOW

1.) **LOAD-IN/OUT:** We will need between three (3) and five (5) able-bodied volunteers to help us unload and reload at the end of the night. They should be available upon the bands arrival to the venue. They should also be available directly following the performance to begin the tear down and load out until the job is finished. These Volunteers will work under the direction of the artist's tour manager.

2.) **SOUND CHECK:** CHASEN will be doing a sound check if at all possible. If for any reason we are unable to sound-check, we will inform Purchaser in advance and make proper arrangements at that time. Artist requires a minimum of three (3) hours to load in, set up, and sound check.

The sound check is closed: This means that only people directly involved with the event or expressly permitted by Artist are to be present. Any persons not directly involved with the event, (i.e.: not employees of Artist, Purchaser, venue, support acts, or guests of Artist,) can and will be removed from the venue at Tour Manager's discretion.

3.) **SECURITY:** Purchaser must guarantee adequate security at all times to ensure the safety of the Artist, their personnel, instruments, and personal property from the beginning of load-in until the end of load-out. The Purchaser will pay for any loss the Artist incurs due to negligence of security personnel. At no time shall the Artist or Artist's representation be held liable for any injury or public damage to the facility caused by the actions of the security personnel.

5.) **STAGE:** Please have the stage COMPLETELY cleared off by the time the band arrives. This will ensure and quick and effective load-in and sound check. (Chairs, other band gear, flowers, podium, holy water etc)

6.) **PARKING:** Presenter must provide van and trailer parking area close to stage door for band.

7.) **TECHNICAL REQUIREMENTS:** See attached Stage Plot and Technical Requirements.

The Purchaser will provide Artist with the telephone numbers where he/she may be contacted during the fourteen (14) days prior to the engagement, to confirm all points of this rider by Artist's Tour Manager / representative. If there are any changes to this rider on the Purchaser's behalf, they must be submitted in writing to management:

Purchaser Name (Print) _____ Purchaser Signature _____ Date _____

Chasen Rep. (Print): _____ Chasen Rep. Signature _____ Date _____

CHASEN Technical and Production Rider

To enable CHASEN and their crew to perform, our primary concern is safety to both our audience and us and that both the equipment and environment are set up to our expectations. We realize that no two venues are alike. That is why we insist that you make an effort to contact us sufficiently prior to the show date if you feel that the details listed here are either completely unreasonable or unobtainable. This will help all of us to establish an agreed game plan in before the day of the show. It is not in anyone's best interest to find these things out on the day of show.

Note: Professional sound and lighting Equipment is NOT a luxury; it's a necessity to the success of our show. Thank you for taking the time to ensure that we have the proper tools to provide the best experience possible for everyone involved.

Stage

- Buyer must provide adequate stage
- Stage shall be no less than 30'x20'x3' (WxLxH) for artist's sole use.
- One 8'x8'x2' (WxLxH) drum riser shall be supplied by the buyer.

Power Supply

- A minimum of four (4) 20 amp circuits with negative *and* earth are required within 50 feet from stage. Lights, Audio, and performers shall each be on a separate circuit.

Lighting

- No less than 4 pars can trees. Two located in the front of the stage and two located in the back of the stage. Assorted color gels and controller.
- Experienced Lighting technician

FOH

- No less than 24 channels with no less than six aux sends, stereo output
- 8 Ch. Compression/gate – Presonus ACP88 or better
- Dual 31-band EQ–DBX 2231 or better
- Rack effects – Alesis MidiVerb4, Lexicon MX200 or better
- I-pod or Quality CD player/CD's for breaks

Main P.A. System

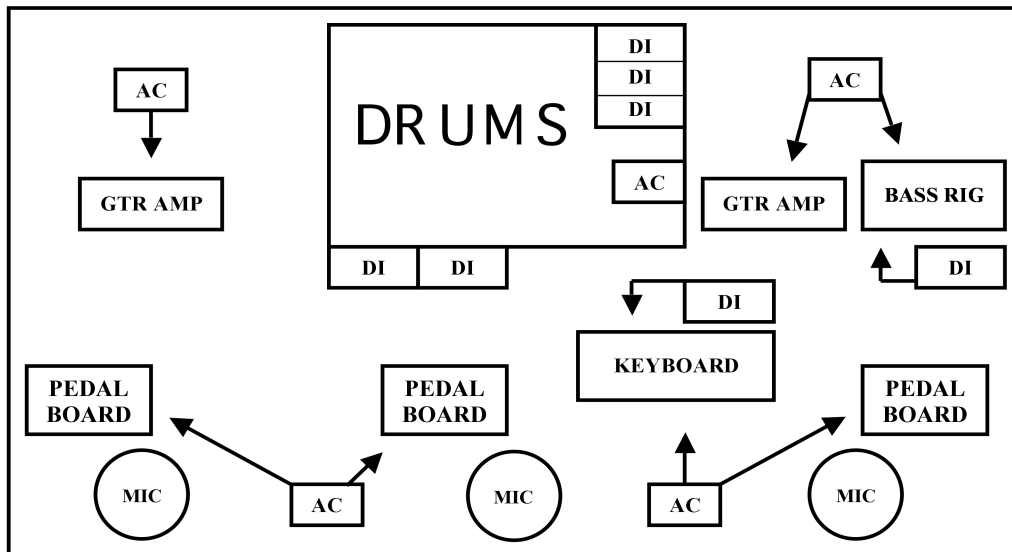
- No less than four (4) Main speakers shall be no less than 2-way bi-amp system with 15" drivers with 800W of power per side.
- No less than four (4) dual sub cabinets with no less than 15" drivers with 1000W of power–horn loaded subs are acceptable.
- EAW, JBL, Yorkville or better brands are required. Quality crossover/ speaker management system by dbx, Sabine, Ashly, Rane or better.

Monitor System

- Chasen travels with their personal in-ear monitor system. We will need no less than 4 Separate monitor mixes. Separate monitor console with engineer is desired but not required. The drummer requires a hardwire mix at the drum riser.

Special Effects

- Chasen travels with cryo-jets. (Co2 cannons) In the event that we are bringing them, purchaser must rent at their sole expense, six (6) 50 lb. siphoned tanks of Co2. A local welding supply company should be able to provide the tanks for a small rental and delivery fee, if they charge you at all.



Chasen Input List:

<u>Input</u>	<u>Instrument</u>	<u>Mic/DI</u>	<u>Stand</u>	<u>Effects</u>
1	Kick	Shure Beta 52 (or better)	Boom	Comp/Gate
2	Snare	Shure SM 57 (or better)	Boom	Comp/Gate
3	Hi Hat	Shure SM 81 (or better)	Boom	
4	Rack Tom	Shure Beta 98 (or better)	Clip/Boom	Comp/Gate
5	Floor Tom	Shure Beta 98 (or better)	Clip/Boom	Comp/Gate
6	Overhead (L)	Shure SM 81 (or better)		
7	Overhead (R)	Shure SM 81 (or better)		
8	Click	DI		
9	Click 2	DI		
10	Loops	DI		
11	Bass Amp	DI/AKG D112 (or better)	Boom	Comp
12	Acoustic Guitar 1	DI		
13	Keyboard Left	DI		
14	Keyboard Right	DI		
15	Lead Guitar Amp	Shure SM 57 (or better)	Short Boom	
16	Lead Guitar Amp	Shure SM 57 (or better)	Short Boom	
17	Rhythm Guitar Amp	Shure SM 57 (or better)	Short Boom	
18	Lead Vocal (Wireless)	Shure Beta 58 (or better)	Boom	Verb/Delay
19	Keyboard Vocal	Shure Beta 58 (or better)	Boom	Verb/Delay
20	Backup Vocal	Shure Beta 58 (or better)	Boom	Verb/Delay
21	Backup Vocal	Shure Beta 58 (or better)	Boom	Verb/Delay

- When possible, wireless vocal mics are preferred.

Monitors:

Mix 1 – Center Vocal Position (Chasen)
 Mix 2 – Stage Right Position (Evan)

Mix 3 – Stage Left Position (Bass Player)
 Mix 4 – Drummer Position (Aaron)

• Purchaser fails to fulfill any of the terms and conditions provided herein, which failure by PURCHASER shall release MUSICIAN from any liability hereunder, and MUSICIAN shall be entitled to the full contract fee set forth on the second page of the contract to which this rider is a part of.

Purchaser Name (Print) _____ Purchaser Signature _____ Date _____

Revised January 09

Chasen Rep. (Print): _____ Chasen Rep. Signature _____ Date _____