

RIDER FOR THE PHAREZ WHITTED GROUP

THIS RIDER IS ATTACHED TO AND HEREBY MADE PART OF THE CONTRACT DATED BETWEEN _____ (Hereinafter referred to as "PURCHASER"), AND Pharez Whitted (Hereinafter referred to as "ARTIST").

Absolutely no changes are to be made to this rider without prior agreement with ARTIST or his/her designated representative.

STAGE AND SOUND EQUIPMENT

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 with adequate space for a grand piano, electric keyboard, standard drum set, space for a bass amp and acoustic bass, space for 2 horns players and a guest vocalist to comfortably move around stage front. The stage must be flat, smooth and stable.

B. A professional lighting system suitable to adequately illuminate the stage area.

C. A professional sound augmentations system, with at least 10 inputs, and 4 separate monitor mixes, capable of providing clear, undistorted, evenly distributed sound throughout the audience area. The system must be complete with at least seven (7) high quality low impedance microphones. Also four (4) high quality monitor speakers (see stage plot). An engineer to operate said system should be on hand for the sound check and performance.

- One (1) Grand Piano OR Baby Grand
- One (1) vocal microphone for Pharez Whitted (at front of center stage)
- One (1) bass microphone/ amp
- One (1) piano microphones
- Six (6) drum microphones - kick drum mic, overheads, snare drum mic & toms)
- Five (5) heavyweight black music stands with music clips
- One (1) adjustable piano seat
- One (1) stool for the bass player
- One (1) throne for the drummer and a carpet so the drum kit doesn't move around during the performance.
- Two (2) inputs for portable horn mics
- One (1) vocal mic for guest vocalist (if applicable)

HOUSE MONITORING AND LIGHTING ENGINEERS MUST BE PROVIDED AT NO COST TO ARTIST IF THE VENUE CALLS FOR THESE ROLES OUTSIDE OF A SOUND ENGINEER.

IT IS OF THE ESSENCE OF THIS AGREEMENT THAT PURCHASER FULFILL ALL TECHNICAL REQUIREMENTS INCLUDING THE FOLLOWING LIST OF BAND GEAR AT NO EXTRA COST TO ARTIST:

DRUMS:

One (1) YAMAHA or TAMA drum kit with coated ambassador heads on all drums

The drum kit should include:

One (1) 18 inch bass drum with complete head (no hole)
One (1) 8 x 12 inch rack tom
One (1) 6 ½ inch by 14 inch snare drum
One (1) DW or Camco chain drive drum pedal
Three (3) Cymbal stands
One (1) Drummers throne (padded stool)
One (1) Hi-hat stand
One (1) Snare stand
One (1) 6 x 6 foot drum rug

BASS EQUIPMENT:

One (1) MARK BASS amplifier with 15" speaker (or equivalent)

STAGE HOSPITALITY:

SIX (6) Small bottles of mineral/spring water
SIX (6) Hand towels

D. ALL EQUIPMENT FOR PERFORMANCE MUST BE SET UP AND POSITIONED ON PERFORMANCE STAGE AS ILLUSTRATED ON THE ATTACHED STAGE PLOT AT LEAST ONE HALF HOUR PRIOR TO SOUND CHECK.

TRANSPORTATION

Round trip tickets for each artist and their road manager (if applicable) or \$100 per artist for travel costs if driving or finding individual modes of transportation, i.e. bus.

Ground transportation from the hotel to the venue must be arranged and provided by the Purchaser.

ACCOMMODATIONS

6 single hotel rooms in a 4 star hotel in a reasonable distance to the venue. Parking must be included at the venue.

BACKSTAGE AMENITIES / SECURITY / FOOD

PURCHASER shall furnish ARTIST, at PURCHASER'S sole cost and expense, One (1) large Green Room, Dressing Room, or Secure waiting area at the venue for ARTIST'S sole use with access to a private bathroom. This area should be clean and dry as the weather shall require. The dressing rooms should be guarded or capable of being locked, particularly when ARTIST is performing.

Dressing rooms is to contain the following at PURCHASER'S sole cost and expense:

- A. One (1) large platter of assorted fruits, cheeses, and crackers
- B. Two (2) quarts of fresh fruit juices (Apple, Orange, or Cranberry) and assorted soft drinks sufficient for five (5) people
- C. Six (6) small bottles of mineral/spring water.
- D. Utensils, glasses, napkins, ice for SIX (6) people
- F. SIX (6) clean hand towels
- G. HOT FOOD sufficient for SIX (6) people. (Chicken, Fish, Vegetable)

NOTE: ARTICLES "A" THROUGH "H" APPLIES TO BACKSTAGE AMENITIES ONLY

PERFORMANCE TIMES AND BREAK REQUIREMENTS

PURCHASER agrees to include load in time, sound check time, start time, break time(s), end time and any requirement or expectation of an encore performance. If the performance is extended and the artists are required to stay past a time not agreed upon by the artist, additional fees will be negotiated. All information noted above is required to be included in the final executed contract.

PURCHASER REPRESENTATIVE

PURCHASER agrees to have a representative capable of making any decisions pertaining to the engagement on hand from the time of arrival of the production equipment through the time of departure. This representative must have copies of all documents pertaining to the engagement. PURCHASER'S representative must be in constant contact with ARTIST'S representative to guarantee a smooth and efficient presentation.

COMPLIMENTARY TICKETS

PURCHASER agrees to provide ARTIST with a reasonable number of complimentary tickets for each performance.

PAYMENT

ALL PAYMENTS ARE TO BE MADE PAYABLE TO THE ARTIST. IN THE EVENT PURCHASER FAILS TO MAKE ANY PAYMENTS AT THE TIME STIPULATED HEREIN OR BREACHES ANY OTHER PROVISION OF THIS AGREEMENT, ARTIST SHALL HAVE THE RIGHT TO WITHHOLD PERFORMANCE WITHOUT PREJUDICE TO HIS RIGHTS HEREUNDER.

BILLING / ADVERTISING

In all news released relative to this engagement, such as announcements, advertisements, posters and printed programs, the billing must read: Pharez Whitted OR The Pharez Whitted Group.

GENERAL PROVISIONS

A) In the event performance is canceled by purchaser for any reason other than an Act of God, ARTIST is to be paid the contract fee in full. In the event of such cancellation, ARTIST shall not be required to perform at any later time. In the event performance is cancelled by ARTIST for any reason other than Act of God, ARTIST will refund 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 recorded, filmed, taped, broadcast or mechanically reproduced in any form for the purpose of reproducing such performances(s) without prior written consent from ARTIST or his management. If any such unauthorized recording is discovered during the ARTIST'S performance, ARTIST shall have the irrevocable right to withhold performance without prejudice to his rights hereunder and PURCHASER shall nevertheless in such event remain obligated to make any and all payments to the ARTIST herein set forth. If such unauthorized recording is discovered after ARTIST'S performance either during his lifetime or after his death, ARTIST or his estate shall have full rights, title and ownership of said recordings.

D) Cancellation privilege: PURCHASER agrees that ARTIST may cancel engagement hereunder, without liability, by giving PURCHASER notice at least sixty (60) days prior to the date of the engagement in the event that ARTIST has secured work for a motion picture, television appearance, video production or recording session which could conflict with the engagement hereunder. PURCHASER further agrees that ARTIST may terminate this agreement, at any time prior to the engagement, if ARTIST shall die or become ill or incapacitated for any reason. If this

agreement shall be canceled or terminated for any of the reasons referred to in this paragraph, ARTIST shall promptly refund to PURCHASER and amount paid by PURCHASER pursuant to this AGREEMENT and ARTIST shall not be liable to PURCHASER for any loss, damage or expense claimed to have been suffered by PURCHASER as a result of such termination.

E) 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 contract fee as specified on the face of the contract.

F) This agreement may not be changed, modified or altered except by an instrument in writing, signed by the parties hereto. In the case of any conflict of terms, the terms contained in this rider shall prevail.

G) PURCHASER agrees to retain any and all necessary personal injury or property damage liability insurance with respect to the activities of ARTIST on the premises of PURCHASER or at such other location where PURCHASER directs ARTIST to perform. PURCHASER agrees to indemnify and hold ARTIST harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of PURCHASER while ARTIST is rendering the contracted services except for claims arising from ARTIST'S willful misconduct or gross negligence.

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

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