

This rider is attached to and a material clause to the attached contract. In the event of a conflict between the printed contract and this rider, this rider will control. Should you have any questions about any parts of this rider, please address the following individual(s):

Tour Manager: Benjamin Carter (229-815-2486) [bencarter@confederaterailroad.com](mailto:bencarter@confederaterailroad.com)

Production manager/ FOH: John Chevalier (256-239-1504) [Chevalieraudio@gmail.com](mailto:Chevalieraudio@gmail.com)

Promotion/Social Media: Benjamin Carter (229-815-2486)

Travel Coordinator: Jeff Rucks (256-996-2596) [jefftd23@gmail.com](mailto:jefftd23@gmail.com)

Talent Agency: Action Entertainment Collaborative 615-208-9596

- **Advancing:** At earliest convenience, contact Tour Manager and Production Manager to advance
- **Billing:** Unless appearing as part of another show, Artist will receive 100% headline billing in all advertising or promotion. All Support Acts must approved by Management / Artist.
- Remaining balance due on day of show will be made available to Artist upon request.
- Buyer warrants that he/she has the right to enter into this contract and is of legal age. Buyer needs to initial each page of the rider.
- **Sponsorship:** Please inform Tour Manager of any plans for sponsorship or presentation of the show, especially that of a radio station.
- In the event this show is not presented due to inclement weather, Artist must still be paid in full, provided Artist is ready, willing and able to perform at the designated time as specified in the contract.
- Please coordinate any requests for interviews or promotional appearances with Tour Manager prior to committing Artist in any way.
- Artist has the privilege of cancellation by giving sixty (60) days' written notice to Buyer.
- Recording, filming, broadcasting, telecasting, photographic reproduction or transmission of either audio or video of Artist's show, without prior written consent, is prohibited hereunder. Artist has the right to confiscate any and all tapes, films or recording made of Artist's show.
- Up-to-date publicity material may be found at [www.confederaterailroad.com/production](http://www.confederaterailroad.com/production). PLEASE ONLY USE BAND PHOTOGRAPHS FROM THIS SITE..
- Buyer must make accessible a secured parking space for one (1) 45-foot tour bus with a trailer, as close as possible to stage door, at no cost to Artist, with 50 amp service.
- Artist's tour passes will be honored for backstage access. Backstage guests not invited by Artist should be kept to a minimum.
- Buyer or an authorized representative thereof should be available at the venue from load-in to load-out.

- Artist shall have thirty (30) tickets available to them at no cost to use at their discretion.

- **Accommodations:** Buyer will provide, at no cost to Artist, a minimum of four (4) hotels on a routing date or a minimum of eight (8) rooms on a layover date. Types of rooms are to be advanced with Tour Manager prior to being reserved. Hotel must have adequate parking for a 45-foot tour bus, with trailer and will preferably be within walking distance of restaurants.

- Buyer will provide the services of at least four (4) loaders to be available to Artist during load-in and load-out. Loaders should remain sober at all times.

- Buyer will provide, at no cost to Artist, a sober driver with a vehicle to transport the bus driver and/or band members to and from the hotel.

- Buyer will provide a private dressing room. Room should be clean, dry, well lit, heated and air conditioned and lockable. Dressing room should have private lavatory with running water and soap.

- Buyer will provide, at no cost to Artist, a hot, catered meal for band and crew (10 people) (Dinner). Lunch request consist of a Deli tray (meats, cheese, vegetables, condiments) and one loaf whole wheat or multi-grain bread for ten (10) people.

- **Catering:** Buyer will provide the following to the bus at time of arrival. Please leave everything in original packaging:

- Two (2) cases (24 each) BOTTLED SPRING WATER,
- One (1) 6 pack of Core or "FIJI" Water
- One (1) 12 pack Diet Mountain Dew or Zero (12 oz cans)
- One (1) 12 pack of Diet or Coke Zero (12 oz cans)
- One (1) 12 pack Regular Dr. Pepper
- One (1) 12 Keurig K Cup pack of Starbucks Café Verona
- One (1) 24-36 pack Keurig K-Cup Coffee - Regular (Starbucks, McCafe, Folgers, Gevalia, Dunkin' Donuts etc... )

- One (1) 12 pack K Cups Decaf (Great Value or McCafe regular preferred)

- One (1) 8-pack Sugar Free Gatorade, Vitamin Water or Powerade

- One (1) quart of Half and Half
- One (1) bottle dry RED WINE
- One (1) case (24 each) of BUD LIGHT.
- One (1) liter bottle of JACK DANIELS.
- One (1) liter bottle of Crown Vanilla
- One (1) liter bottle of Baileys Irish Cream
- Assortment of in season fresh Fruit (Apples, Bananas, Grapes, Strawberries, etc) or One Fruit Tray for ten (10) people

- Small jar peanut butter and one small jar of jelly (flavor of jelly TBD).

- Assorted snacks (Chips, Nuts, Mini Dark Chocolate kisses, bars etc) • One Sleeve (50 count) Red Solo Cups (actually, any color is fine)

- Four (4) rolls paper towels.
- One Clorox or Lysol Disinfectant Wipes (35 or greater count)
- Twenty (20) lbs. of ice. (2 bags)
- 6 (Six) small hand towels (dark colors preferred).
- If there are showers at venue, ten (10) bath towels, wash cloths

and soap

- Stage:
- Clubs: Minimum 28 x 24 exclusive of sound wings.
- All other situations: Minimum 40' x 30' exclusive of sound wings.

- 8' x 8' x 2' drum riser.
- Four (4) 20 amp electrical outlets/power distribution ON STAGE located opposite sides of drum riser and front corners.

• All outdoor stages to have waterproof covering and side drops to cover stage. Side drops are necessary to protect wind or blowing rain from wetting stage and equipment.

• In the event Artist should have to fly to perform this engagement, Buyer will provide, at no cost to artist, all stage equipment necessary to perform. The Production Manager will supply this information as the date is advanced

• Sound:

• PURCHASER WILL PROVIDE "STATE OF THE ART" SOUND EQUIPMENT FOR PERFORMANCE. SOUND EQUIPMENT SHOULD ONLY BE PROVIDED BY PROFESSIONAL SOUND CONTRACTORS. NO HOBBYISTS, MUSIC STORE PA'S, OR OPENING ACT SYSTEMS. PURCHASER MAY OBTAIN A LIST OF PREFERRED AND ACCEPTABLE SOUND CONTRACTORS AND EQUIPMENT FROM ARTIST'S PRODUCTION MANAGER

• Equipment must consist of the following: FOH mixing console: 32+ input digital (or mixing console. Acceptable consoles include: Midas (M32), Yamaha (CL5, QL5) consoles and only those of similar professional quality will be accepted. Digital consoles must have latest firmware updates and set to factory pre-sets.

• Monitor console: 32+ input digital mixing console as listed above, capable of mixing to 5 outputs for stage wedges. **Must provide, no exceptions, an analog 32 channel splitter snake**

• Sound System: High quality system capable of providing clear, undistorted, evenly distributed sound throughout the venue with plenty of headroom. This system shall include all necessary microphones, cabling, stage snakes, stage power, monitor mixes, etc., as specified in CRR Stage Plot / Input List. (Attached)

• All audio equipment will be subject to approval by Production Manager. Please contact Production Manager as soon as possible. It is never too early to advance.

- If you find yourself unable to acquire any of the listed audio gear, please immediately contact Production Manager as he may be able to assist with the acquisition thereof. With advance notice, CRR can provide FOH console, Cat5 snake, stage box, splitter, drum monitor package, etc.

Prices available upon request.

- Four (4) to six (6) stagehands (sober, capable of lifting at least fifty (50) pounds) shall be provided at load-in AND load-out to be PRIMARY resources for moving stage gear and equipment from CRR trailer/bus to stage, and from stage to CRR trailer/bus. NO EXCEPTIONS. All stagehands shall report to Tour Manager / Production Manager at load-in and load-out, and work at their discretion for Artist's portion of the show, as needed.

- Buyer shall provide, at no cost to Artist, experienced sound (FOH and Monitor tech as required) per show, and light technicians to assist in set-up and operation of consoles and light board. This should include a qualified lighting designer.

- CRR will provide FOH engineer for CRR portion of show. -- All efforts to secure a sound check prior to opening the doors to the public will be appreciated.

- Lighting
- Minimum of two (2) truss systems of lights
- One (1) professional lighting console w/operator

- **Concessions:** Artist shall have sole and exclusive right, but not obligation, to sell merchandise bearing his name and likeness at no cost to Artist. Please provide three (3) 8' tables and six (6) chairs. Provide one (1) pop-up tent for outdoor events. Buyer shall provide adequate space with proper lighting and security for Artist's designee to vend such materials. Buyer agrees that Artist's designee shall, as he/she may require, have access to any hall facilities and any areas adjacent to the venue.

- **Settlement, tickets, ticket count, etc:** Should any part of Artist's compensation be based on box office or ticket sales, all methods of ticketing, accounting, manifests and settlements will be the sole discretion of Artist and Artist's representative. Artist and representatives will have unlimited access to box office, ticket outlets and information in any case before, during and following performance. Buyer agrees to make necessary arrangements to accommodate this requirement.

- **Force majeure:** Artist's obligation to furnish the entertainment unit referred to herein is subject to prevention by sickness, inability to perform, accident by means of transportation, Act of God, riots, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond Artist's control.

- **International travel:** In the event the place of performance is outside the continental limits of the United States, Buyer agrees to procure, at his sole expense, for Artist and entourage, a licensed, bonded customs broker and other documents of any nature whatsoever necessary or usually

obtained to enable Artist to render his services hereunder. Also, Buyer shall be responsible for and indemnify and hold Artist harmless from and against all local, municipal, county or government taxes, fees or levies on all incomes earned by Artist or Artist's employees while in the country or countries covered by this contract.

- This engagement is not firm and no advertising can be done until the agreement and rider are fully signed and executed by all parties. Any attempt to advertise or sell tickets prior to execution by all parties will be at Buyer's own risk and may be considered, in the discretion of Artist, a breach of the agreement as well as a contract alteration, which will permit, but not require, Artist to take any such action provided for under the agreement.

- Nothing in this agreement should be construed to create a partnership or any relationship between Buyer and Artist beyond this one contracted engagement. Artist and Artist's services are being retained by mutual agreement on an independent contractor basis. Buyer cannot assign the rights herein without prior written consent of Artist.

- Buyer shall indemnify and hold Artist, its licenses, agents and any affiliate harmless from and against any and all liabilities, claims, demands, costs, expenses, losses and damages (including reasonable attorney fees) arising out of or in connection with any bodily injury or death hereunder (unless the same is caused by the willful conduct of Artist). Buyer represents and warrants that it presently carries public liability and property damage insurance with sufficient limits to adequately insure against the risks assumed and obligations undertaken by Buyer under this paragraph. Buyer agrees to have Artist named as an additional insured on its policy and provide Artist's agency with a copy of the policy as well as the endorsement/ certificate.

- Contract Alteration

- It is hereby understood and agreed that the buyer shall not add to, delete from or make alterations in the Agreement or Rider without prior communication and written consent from Artist's agency. Any attempt to alter this agreement by Buyer will act as a waiver of all rights of purchase but will leave all liabilities of Buyer in place.

- This agreement cannot be assigned to any person, firm or corporation.

- Under no circumstances will the venue be changed or moved without written consent of artist or agency. Any attempt to violate will be considered a contract alteration.

Agreed and Accepted by: Agreed and Accepted by:

Buyer Signature

Artist Signature

Date Date

## Confederate Railroad Fly-Date Backline Equipment List

### Acoustic Guitar

Two (2) Martin D16 or Takamine/Taylor equivalent. Sennheiser / Shure wireless packs/receivers for acoustic guitars.

### Guitar Amplifiers (Listed in order of preference)

Lead Guitar (stage right) -- *1 of the following*: 1.) Edwards 18 watt head or combo, or 2.) "Dr. Z" 18/36 watt head or combo, or 3.) Marshall (Plexi-style) 50 watt head/combo, 4.) Fender Deluxe (black face) combo, 5.) Fender Twin combo. Cabinet for any of above heads: Marshall 1960 4x12 cabinet (4 OHM) or equivalent.

Bass Guitar -- Ampeg SVT head w/ 8-10" cab, and Avalon U5 preamp.

Baritone Guitar -- Fender Twin or equivalent.

### Keyboards

Roland RD 2000 keyboard and compatible damper pedal. (bottom)

Hammond SK Series keyboard with compatible Expression pedal and momentary foot switch (top)

\*Both keyboards must be loaded with factory settings and newest firmware updates.

Double stacked heavy duty table style stand

### Drums

Professional drum kit consisting of the following:

- 14" snare w/ coated Ambassador head
  - 24" kick
  - Mounted 10", 12", 14" rack toms
- 18" Floor Tom
  - Clear Remo Emperor tom heads preferred
  - Sabian HH cymbals. 14" hats, 18", 17", 16", 15" crash
- 16" china AND 20" china
  - 22" heavy ride
  - Hardware to match all listed equipment
  - Roc-N-Soc Throne

### Miscellaneous

6 guitar stands

***Please call to confirm ALL equipment to be used. All equipment subject to approval by CRR Production Manager***