

# CONTRACT RIDER

THIS RIDER IS ATTACHED TO AND HEREBY MADE PART OF THE CONTRACT,  
DATED \_\_\_\_\_ BETWEEN \_\_\_\_\_  
\_\_\_\_\_(Hereinafter referred to as "PURCHASER")  
AND, Matthias Lupri (Hereinafter referred to as "ARTIST")

Absolutely No Changes Are To Be Made To This Rider Without Prior Agreement with ARTIST.

## 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 which must be a minimum of two hundred and twenty (220) square feet. The stage must be flat, smooth and stable. A close cropped gray carpet measuring six (6) feet by (6) feet for the drum kit.
- B. A professional lighting system suitable to adequately illuminate the stage area.
- C. A professional sound augmentation system, with at least 24 inputs, capable of providing clear, undistorted, evenly distributed sound throughout the audience area. The system must be complete with at least fifteen (15) high quality low impedance microphones. Also five (5) high quality monitor speakers (see stage diagram attached). An engineer to operate said system for the full sound check and performance.

### Microphones and Stands:

|      |     |  |
|------|-----|--|
| One  | (1) | vocal microphone for talking               |
| Two  | (3) | vibraphone microphones, two vibe & one amp |
| Two  | (2) | bass microphones, one bass and one amp DI  |
| One  | (1) | guitar amp microphone                      |
| Two  | (2) | saxophone microphones (tenor & soprano)    |
| Five | (5) | Drum microphones                           |
| Five | (5) | heavyweight black music stands             |

HOUSE /MONITORING AND LIGHTING ENGINEERS MUST BE PROVIDED AT NO COST TO ARTIST.

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 SONOR, GRETSCHE, PEARL or YAMAHA Drum Kit with Coated Remo Ambassador Heads on all drums. The drum kit should include:

- One (1) 18 or 20 inch Bass Drum w/Complete Head
- One (1) 10 inch Rack Tom
- One (1) 8 x 12 Rack Tom
- One (1) 14 x 14 inch Rack Tom
- One (1) 6 1/2 inch by 14 inch Snare Drum w/New Head
- One (1) DW, Camco Type Chain Drive Drum Pedal
- Four (4) Cymbal Stands
- One (1) Drummers Throne (Padded Stool)
- One (1) Hi-Hat Stand
- One (1) Snare Stand

BASS EQUIPMENT:

- One (1) SWR SM-500 head and Goliath Jr. III cabinet (2x10"+ tweeter)
- Or
- One (1) Acoustic Image-Contra- Bass Combo Amp (2<sup>nd</sup> Choice)

VIBRAPHONE EQUIPMENT:

- One (1) Musser M-55 (or M-48) Vibraphone in good shape, working motor, removable bars
- One (1) Roland JC 120 Amp

GUITAR EQUIPMENT:

- One (1) Fender Twin
- Or
- One (1) Fender '65 Twin Reverb Reissue (2<sup>nd</sup> Choice)

STAGE HOSPITALITY:

Five (5) BOTTLES OF MINERAL WATER  
Five (5) HAND TOWELS

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

#### TRANSPORTATION

All Ground Transportation to be provided by PURCHASER at its own expense

#### ACCOMMODATIONS

PURCHASER shall provide, at no cost to ARTIST, Four (4) Single Rooms and one (1) Double Room in a DELUXE HOTEL. (Three Star or Equivalent) throughout the duration of the engagement. All hotel room charges shall be paid in advance of the ARTIST'S arrival. Artist will be responsible for depositing a personal credit card with each hotel upon check-in to cover any incidental costs including telephone and room service.

#### BACKSTAGE AMENITIES / SECURITY / FOOD

PURCHASER shall furnish ARTIST, at PURCHASER'S sole cost and expense, with One (1) large, safe, comfortable, private dressing room for ARTIST'S sole use with access to a private laboratory. This room is to be clean, dry, heated or air conditioned as the weather shall require. The dressing room will be under guard by club or capable of being locked, particularly when ARTIST is performing.

The dressing room is to contain the following at PURCHASER'S sole cost and expense:

- A. One (1) Large Platter of Assorted Cheeses and Crackers
- B. One (1) Large Platter of Assorted Fresh Fruit (Apples, Oranges, Bananas and Grapes)
- C. Five (5) Quarts of fresh Fruit Juices (Apple, Orange, Cranberry and Grape) and assorted soft drinks sufficient for (5) people including drinking glasses
- D. Five (5) Bottles of Evian Spring Water (Liter Size Bottles)
- E. Utensils, Napkins, Cups and plenty of Ice
- F. Five (5) Clean Bath Towels
- G. Five (5) Clean Hand Towels
- H. HOT FOOD sufficient for Five (5) people. (Chicken, Fish, Vegetables)  
NO RED MEAT OR PROCESSED COLD CUTS. NO FAST FOOD

**OR**

PURCHASER AGREES TO PROVIDE AT ARTIST'S REQUEST, EITHER BEFORE OR UPON COMPLETION OF PERFORMANCE, A FULL COURSE HOT MEAL AT A QUALITY DINING ESTABLISHMENT FOR FIVE (5) PERSONS.

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

#### PURCHASER REPRESENTATIVE

PURCHASER agrees to furnish at his own expense his personal representative capable of making any decisions pertaining to the engagement 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 PRODUCER'S representative to guarantee a smooth and efficient presentation.

PURCHASER agrees to hold ten (10) complimentary tickets for ARTIST for each performance.

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

#### GENERAL PROVISIONS

A) In the event performance is canceled by PURCHASER for any other reason 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 other reason than Act of God, ARTIST will refund to 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 performance(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 in said recordings.

D) Cancellation privilege: PURCHASER agrees that ARTIST may cancel engagement hereunder, without liability, by giving PURCHASER notice at least thirty (30) days prior to the date of the engagement in the event that there has been secured by ARTIST a commitment 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 any 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) Billing / Advertising: In all news released, announcements, advertisements, posters and printed programs relative to this engagement, the billing must read: MATTHIAS LUPRI GROUP

(H) 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:

Kay Vaughn c/o

Kavon Artist Management PMB#161, 295 E. Swedesford Rd., Wayne, PA 19087

Phone: (610) 935 0108 Fax: (610) 935 7802

AGREED AND ACCEPTED:

BY: \_\_\_\_\_  
PURCHASER REPRESENTATIVE

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
ARTIST/ MANAGER / AGENT

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_