

DARIUS de HAAS RIDER
FOR PRESENTER'S REVIEW

PLEASE READ THIS RIDER CAREFULLY – you agree, by way of signature, to supply certain equipment and working conditions which are essential to the Artist's performance. **ARTIST MUST BE NOTIFIED PRIOR TO SIGNING THIS RIDER OF ANY SUBSTITUTIONS.**

1. STAGE, LIGHTING, SOUND, BACK LINE

In order to assure a quality concert, PRESENTER agrees to provide ARTIST with the following at PRESENTER'S expense:

A. (1) A stage for performance that must be a minimum of twenty (20) feet deep from down stage edge to upstage wall, and a minimum of thirty (30) feet wide from stage right (not including wings in the instance of a proscenium theater). The stage must be flat, not raked, and must be both smooth and stable.

For outdoor performances, the stage (including all instruments and equipment) must be completely covered by a suitable and stable roof with wings in order to protect ARTIST and equipment from the elements to ARTIST'S satisfaction.

B. A professional sound augmentation system capable of providing clear, undistorted evenly distributed sound throughout the audience area; and microphones and monitors as provided in the attached stage plot and technical specifications, and an engineer to operate said system for the full sound check and performance.

C. A separate sound system for stage monitoring. An engineer to operate it. A total of **4 floor monitors** and **4 mixes**.

D. An adequate professional stage lighting system with a standard assortment of lighting gels and an operator.

2. BACK LINE – no substitutions without artist's knowledge and consent

E. VOX

*One (1) Sennheiser wireless w/Norman105s head
(Alternative: Shure ULXD w/Beta 58 head)

*One (1) mic stand

*One (1) music stand (non-wire)

*One (1) stool

*One (1) 30" table (used for water/tea, etc)

*One (1) black, clean terry cloth towel

*One (1) box of Kleenex

F. PIANO

*One (1) Six or seven-foot concert grand piano in excellent working, and cosmetic condition|

-Acceptable manufacturers include Steinway, Yamaha or Baldwin

-Piano should be tuned before each rehearsal and again before each performance. Touch up tuning shall be done after sound check (half an hour before doors, if possible)

G. BASS REQUIREMENTS

- *One (1) Tone Hammer 500 bass amp
- *One Aguilar SL 112 bass cabinet
- *One (1) electric bass stand
- *One (1) upright bass stand
- *One non wire music stand
- *All necessary cables

I. DRUM REQUIREMENTS (subject to change)

- *One (1) 4-piece Yamaha Kit
 - Bass drum and Toms: Birch Custom Absolute/Recording Custom OR Maple Customs**
- *One (1) 20" x 16" Bass Drum
- *One (1) 12" x 8" Rack Tom
- *One (1) 14" x 14" Floor Tom
- *One (1) 14" x 5.5" Snare Drum: - Maple Custom Or Roy Haynes Copper Color: Dark (ex. Black, Green) or Natural finish
- **Rack toms should mount on the kick drum; floor tom should be on legs.**

Hardware:

- *One (1) Hi-hat stand and Clutch (HS1200-T)
- *One (1) Bass drum Pedal (FP-9500C)
- *One (1) Snare Stand. (900 Series)
- *Four (4) cymbal stands (CS 865)
- *One (1) Rack Tom mount
- *One (1) Drum throne (should be modern, adjustable, and comfortable)
- *One (1) rug to be placed under drums?

***Drum Heads: Remo**

- Snare drum: Coated Ambassador
- Rack and Floor Tom: Coated ambassadors on the top, clear bottom
- Bass Drum: Coated Power Stroke on the beater side w/ porter front head
- NOTE:** All batter heads should be like new white coated Ambassador heads. Bottom heads must be new clear heads. All hardware must work perfectly and be in excellent shape. Please check all cymbal stands to make sure all felts (extras felts please) and sleeves are there and that the hardware matches.

Cymbals (Zildjian)

- *One (1) 20" K Constantinople Medium Thin Ride, Low
- *One (1) 20" K Constantinople Bounce Ride
- *One (1) 19" K Custom Special Dry Trash Crash **or** Sizzle Cymbal 18" Kerope Crash
- *One (1) 14" K Constantinople Hi Hats – Pair

****Yamaha USA contact: [Greg Crane/gcrane@yamaha.com](mailto:gcrane@yamaha.com)**

****Yamaha (Canada) Contact: [Ryan Hamilton /rhamilton@yamaha.com](mailto:rhamilton@yamaha.com)**

****Zildjian Contact: [Eric Gross /egross@zildjian.com](mailto:egross@zildjian.com)**

3. TRANSPORTATION AND LODGING

- A. **AIRFARE:** Four (4) Roundtrip Airfares from originating city to city of performance and back.
 - Flight itineraries must be discussed and approved by management prior to booking.

B. If air travel is more than four (4) hours away from originating city, PRESENTER will provide hotel rooms for ARTIST and band the night before the performance.

C. **GROUND TRANSPORTATION:** One (1) SUV, van, or large vehicle to be provided upon arrival to transport ARTIST(s) and bag(s), from airport to hotel, hotel to venue, to hotel at the end of performance, and to airport in time for ARTIST departure. In the event there is no one at the airport 30 minutes after ARTIST arrival, ARTIST will rent necessary vehicles for transportation to hotel and place of performance, at PURCHASER'S sole cost and expense. Such amount shall be paid in cash prior to the performance, otherwise ARTIST shall not be required to perform, and the full amount of the contract price shall be due ARTIST.

D. **HOTEL:** Hotel must have not less than a 4-star accreditation and shall be near the venue, restaurants, etc. Room service must be available until at least midnight. The hotel must have elevator service. Rooms are to be NON- Smoking, clean, dry, well lit, heated or air conditioned as weather requires with private bath, shower toilet, telephone, TV and be on quiet, non-smoking floor away from all street noise.

PRESENTER shall provide: **One (1) King One-Bedroom Suite, high floor, preferably corner room and Three (3) king rooms**, with confirmation numbers under each band member's name (Rooming list to be provided by Artist). ****Please secure early check-in where possible, if applicable.***

4. **DRESSING ROOM**

PRESENTER agrees to provide safe, comfortable, private dressing room for ARTIST upon his arrival and are to remain available to ARTIST and his staff until one (1) hour after the close of the performance. PRESENTER shall be solely responsible for the security of items in the dressing room area and shall keep all unauthorized persons from entering said area, particularly while ARTIST is performing. In addition, this room shall be capable of being locked and the keys shall be allowed only to ARTIST or ARTIST representative. The dressing rooms are to contain:

DRESSING ROOM A - FOR ARTIST (Leader)

*Six (6) bottles of water

*One Tea Kettle

-w/chamomile and ginger tea bags, jar of local honey, sliced lemon, coffee mugs, saucer, spoons and straws

*A vanity with functioning mirror w/chair,

*One (1) Full length mirror

*One (1) Wardrobe rack

*One (1) Steamer

*Two (2) each, clean black terry cloth hand and face towels

*One (1) Humidifier

*Clean bathroom capable of being locked

DRESSING ROOM B – FOR BAND

*At least nine (9) bottles of water

*Coffee pot (Keurig) with

- coffee pods, coffee mugs, saucers, spoons and straws, coffee creamer, sugar

*A vanity with functioning mirror with at least three chairs

*One (1) Full length mirror

*One (1) Wardrobe rack

*Three (3) clean black terry cloth hand towels

*Clean bathroom capable of being locked

GREEN ROOM

*Fresh vegetable tray, fresh cut pineapple, melon, strawberries, blueberries

Four (4) standard healthy hot meals sufficient 4 people to be provided

***For leader:** A non-seasoned protein (can be cold cut chicken or turkey), salad, vegetables and no bread

***For band:** A protein, chicken, fish, vegetables, salad, or a Pasta dish with salad and vegetables, etc.

Fast food is not acceptable

*If menus are provided, please send in advance. Selections will be made and sent to Presenter prior to Artist arrival

5. METHOD OF PAYMENT

All amounts due ARTIST are to be paid in United States currency, as specified on the face of the contract.

A. Guaranteed Contract Price. PRESENTER is to pay ARTIST immediately following the performance, the guaranteed amount, or the balance of the guaranteed amount if a deposit has already been paid.

B. Percentage Contract Price. Any balance due on a percentage computation is to be paid immediately after the closing of the box office.

C. ARTIST shall be allotted up to Nine (9) Comps.

D. PRESENTER agrees to hold (equal to those provided in the schedule in Paragraph C) complimentary tickets for ARTIST for each show.

6. MISCELLANEOUS

A. Either party may cancel this contract without recourse to the other in the case of an Act of God or another Force Majeure event. In the event the performance is canceled by PRESENTER for any reason other than an act of GOD or Force Majeure event within Thirty (30) days of performance, 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 canceled by ARTIST for any other reason than an Act of GOD, or Force Majeure event, ARTIST will refund to PRESENTER any deposits paid to ARTIST.

FORCE MAJEURE

ARTIST's obligations hereunder are subject to detention or prevention by sickness, death of immediate family member, inability to perform, terminal illness as defined by a medical professional of self or close family member, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, pandemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control. If ARTIST has a good faith belief that a public health issue poses any risk to ARTIST and/or the public, ARTIST may cancel and/or reschedule the performance at ARTIST'S sole discretion and regardless of federal, state, and local orders and/or regulations. Upon such cancellation, ARTIST and PRESENTER will work in good faith to reschedule the performance and any deposits paid by the PRESENTER will be refunded if the performance is not able to be rescheduled.

B. ARTIST shall not be required to perform before any audience which is segregated on the basis of race, creed, sexual orientation or religious beliefs, 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 may be recorded, filmed, taped, broadcast or mechanically reproduced in any form (audio/video) for the purpose of commercial reproduction without prior written consent from ARTIST or his management.** If any such unauthorized recording is discovered during the ARTIST performance, ARTIST shall have the right to withhold performance without prejudice to their rights there under. If any such unauthorized recording is discovered after ARTIST performance either during his lifetime or after his death, ARTIST or their estate shall have full rights and title in said recordings. Presenter may record Artist performance (audio/video) for Archival purposes. Presenter may also record Artist performance (audio/video) for promotional purposes and advertising. Said promotional recording shall not exceed Fifteen (15) minutes in length. Any usage of the audio/video recording exceeding what is outlined herein, shall require a separate agreement.

D. PHOTOGRAPHS/AUTOGRAPHS – VIPs/Donors, etc., backstage 15 minutes **after** conclusion of performance.

E. CELLULAR/MOBILE PHONES – Cellular or mobile phones must on silent mode during performance, and an announcement to this effect must be made prior to each show.

F. PRESENTER agrees that there will be no signs, placards, banners or other commercial advertising material on near the stage during the performances(s) nor shall ARTIST'S appearance be sponsored by or in any other way be tied with any commercial product or company without consent from ARTIST or his management. PRESENTER further agrees that ARTIST'S name will not be used in association, directly or indirectly, with any product or service without ARTIST'S prior written consent. PRESENTER is enjoined from selling or distributing any merchandise bearing the likeness of ARTIST, and CD recordings, or any other souvenir material at the performance(s) thereunder without ARTIST'S written consent. ARTIST is responsible for making his own financial arrangement with the facility and or its concessionaire for the sale of its merchandise.

G. In the event of material breach by PRESENTR of any of the terms, covenants, or conditions of this contract, ARTIST shall not be required to perform thereunder, and PRESENTER shall pay ARTIST the full amount of the contract fee as specified on the face of the contract. However, PRESENTR shall first be given an opportunity to correct any alleged material breach by prompt notice by ARTIST.

H. This agreement may not be changed, modified or altered except by an instrument in writing, signed by the parties hereto. No changes made on this rider shall be valid unless countersigned by ARTIST. In the case of any conflict of terms with any documents appended hereto the terms contained in this rider shall prevail.

I. In all news releases, announcements, advertisements, posters and printed programs relative to this engagement, the billing should read as follows: **DARIUS de HAAS**

J. PRESENTER agrees to petition and arrange for alien employment certification and for temporary work visas with the US Dept. of Labor and US Naturalization Service of the Department of Justice, for all applicable members of the band.

K. PRESENTER agrees not to deduct any monies whatsoever from the agreed upon payments due to the artist under this agreement, including any state or federal taxes of any kind.

For questions or Advancing Contact:

Michelle Taylor

michelletaylor@passionmusicgroup.net

201-837-0596

OR

Essence Lee

essencelee@passionmusicgroup.net

917-227-2029