

The Callaway Sisters in "BOOM!" Starring Liz Callaway and Ann Hampton Callaway CONTRACT RIDER

Current: September 2010

RIDER TO BE ATTACHED TO AND MADE PART OF CONTRACT DATED _____ BETWEEN ANN HAMPTON CALLAWAY, INC. and LIZ CALLAWAY CONTRACTED THROUGH _____ (HEREINAFTER COLLECTIVELY REFERRED TO AS "ARTIST") AND (HEREINAFTER REFERRED TO AS "PROMOTER") COVERING PERFORMANCES ON _____.

1. Deposit / Payment

Unless prior arrangements have been made:

A. The agreed upon deposit shall be Made payable to and mailed to TED KURLAND ASSOCIATES, upon the signing of the contract.

B. The balance of the Artist's fee, in the form of TWO EQUAL CHECKS, shall be due on the night of the performance and made payable to:

ANN HAMPTON CALLAWAY, INC. (Fed. I.D.#13-394-2120). Check must be given to Artist or Artist's Representative at SOUND CHECK.

LIZ CALLAWAY (SS# 357-58-9088) Check must be given to Artist or Artist's Representative at SOUND CHECK.

2. Billing / Other Artists

The correct billing for Artist, applicable in all promotional materials shall be:

3. Artists Contact:

Brett Steele

Rainmaker Music Management, Inc.

400 N. Ashley Drive, Suite 2600 Tampa, FL 33602

Phone: 813/712-8712

Fax: 615/257-1646

brett@rainmakermanagement.net

The Callaway Sisters in "BOOM!" Starring Liz Callaway and Ann Hampton Callaway

The Artist will be given 100% top/star billing (see above) in any and all paid advertisements and publicity, including, but not limited to posters, fliers, programs, signs, marquees and banners. Promoter will notify Artist of any other artist(s) that may appear at the same engagement. The Artist reserves the right to approve any opening act. Performance of opening act may not exceed 45 minutes without written approval from Artist Manager.

4. Transportation

In addition to the agreed airline transportation & hotel accommodations on the face of contract, PROMOTER shall provide (at no expense to ARTIST) all local transportation needs. This includes airport/hotel/sound check/performance/ hotel and return to airport and any promotional events, such as radio, TV, etc. **Artist (2) Band Members (3) and Crew (2) [7 PASSENGERS TOTAL]** shall be transported by **limousine** and a Promoter shall provide a **cargo van** or suitable vehicle to accommodate acoustic bass in a flight case, other instruments and luggage.

5. Hotel All hotel accommodations will be in a **minimum four-star** hotel near the place of the performance. Promoter will provide One (1) Suite for Ann Hampton Callaway, One (1) Suite for Liz Callaway and Four (4) Single Rooms (for the band, and crew, **if necessary**) for the entire length of the engagement including rehearsal days, if any. Hotel must include a fax machine, WIFI and restaurant with room service.

All hotel information should be emailed to Brett Steele / Rainmaker Management

(brett@rainmakeremangement.net) no less than **90 Days Prior to the Engagement.**

6. Setup / Rehearsal

On the first day of the performance (for multi-night engagements), the venue will be made available to Artist for technical setup and rehearsal **at least four (4) hours prior** to the first performance. Promoter will provide the house electrician, house sound technician, house spotlight operator and a minimum of one stagehand/loader/unloader at that time. One loader/unloader will also be made available to Artist during load-out following the performance. The audience will not be permitted into the performance space until setup/rehearsal is completed. Promoter will provide all equipment per the attached **Schedule A.**

7. Sound / Musical Equipment Supplied by Promoter

The attached Schedule A is made fully a part of this agreement.

- A professional sound augmentation system, capable of providing clear, undistorted evenly distributed sound throughout the audience area; microphones and monitors and a professional engineer to operate said system for the full sound check and performance. Once Artist has sound-checked; equipment and levels cannot be changed or re-arranged prior to the performance. Artist Representative will work in conjunction with the house sound engineer and have final approval of house sound levels.
- A separate sound system for stage monitoring with a professional engineer to operate it—A total of Five (5) floor monitors and a minimum of Five (5) mixes are required.
- All lighting, sound and stage preparations must be completed prior to the arrival of Artist at the venue and not less than four (4) hours prior to doors opening. ARTIST may require 3 hours for sound check.

8. Lighting Design

Promoter to provide general stage lighting with 3 color and 3 area washed [R68, R62, R339, R22, R09, Clr] and 1 spotlight [R114, L110, R33, R60]. *Lighting Cues will be provided by Artists at a later date.*

9. Dressing Rooms / Security / Catering

Promoter will provide 3 dressing rooms (One (1) for Ann Hampton Callaway, One (1) for Liz Callaway and One (1) for the Band) during Artist's entire performance. Dressing rooms shall be clean, dry, well lit, heated or air-conditioned and shall have a mirror with appropriate lighting and comfortable seating in each dressing room. Each dressing room shall have private, clean bathrooms. Each room must suitably secured and equipped with lockable doors and each room shall contain the following:

- i (2) Clean bath towels
- i (6) Clean hand towels
- i (1) Iron and ironing board and professional steamer
- i (10) Individual Poland Spring small water bottles or (1) gallon of non-carbonated spring/distilled water (not Evian)
- i (1) Quarts real/100% fruit juice, preferably to include a choice of Cranberry + fruit blend
- i (2) Liters salt-free club soda/ seltzer
- i (1) Two Liter Bottle of Diet Coke (or a six pack)
- i Assorted Herbal teas and hot water
- i Assorted fresh fruit (include berries, cantaloupe/watermelon melon, vegetable crudités and multi-grain crackers
- i Mixed Raw Nuts
- i High Protein Bars — Chocolate Peanut Butter Flavored Preferred
- i Starbucks Brand Hot coffee with 2% Milk and Splenda

Promoter will provide beverages and snack food in the dressing rooms upon arrival at venue

for rehearsal and soundcheck

In addition to the above, Purchaser will **provide hot meals** for up to Seven (7) people (artists, band + crew) on each night of the engagement. *PLEASE NOTE One Meal Needs to be Seafood Free.* NO FAST FOOD PLEASE. Mealtime shall be coordinated with Artist Manager. Meal vouchers for area restaurants will be acceptable with consent from Artist Manager. For matinees, dinner should be provided after the concert at a good quality restaurant.

Promoter will guarantee proper security to all musicians, instruments and their personal property before, during and after the performance(s). Special attention is to be paid to the dressing room (s), stage areas and all entrances and exits. Proper security will commence upon Artist's arrival.

10. Ancillary Sales

At no expense to Artist, Promoter agrees to supply Artist with adequate space and a sales person for the sale of recordings, photos, apparel, souvenir books, etc. at the venue. The Artist retains the sole and exclusive right to sell such material and no other such sales will be permitted at the venue without the expressed written permission of Artist.

11. Use of Artist Name / Interviews

The name/likeness of Artist may not be used or associated, either directly or indirectly, with any product or service without Artist's prior written consent.

Pre-tour interviews will be granted to individuals representing major print or electronic media wherever possible with prior approval of Artist Management. All requests for interviews shall be submitted to Artist's Management in advance.

Artist availability for interview cannot be guaranteed. The Artist retains the right to approve or disapprove of any interviews for print or electronic media in conjunction with the performance. Day of performance interviews and/or autograph sessions will take place only if time permits. Promoter agrees that it will not commit Artist to any personal appearances, interviews or any other type of promotional appearance without the prior written consent of the Artist or Artist's Manager. Such arrangements shall be made through Artist's Manager.

12. Complimentary Tickets

Upon request, Promoter will provide Artist with twenty (20) complimentary tickets per performance to be held at the box office. Ten (10) under the name, Ann Hampton Callaway and Ten (10) under the name, Liz Callaway. Unused complimentary tickets may be released one (1) hour prior to performance.

13. Recording / Photography There will be **ABSOLUTELY NO AUDIO RECORDINGS, VIDEO RECORDINGS OR RADIO BROADCASTS** of the performance *unless prior written permission is granted by Artist or Artist's Manager.* All recording devices, DAT machines or other unauthorized taping equipment shall be confiscated by Local Manager and held until completion of the performance.

There will be no flash photography during the performance. Non-flash photography will only be permitted with consent from Artist or Artist's Manager. If such permission is granted, the photographer must provide Artist's Manager with 20 to 30 images and agree to provide Artist with one (1) photograph of Artist's choice *gratis*, to be used for publicity or personal purposes.

14. Cancellation/ Force Majeure

Artist's obligation to perform hereunder shall be excused if Artist, or any of his group's essential crew, is unable to perform as a result of: illness or injury; detention resulting from inability to obtain reasonable modes of transportation; riots or other civil strife; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; or any other cause beyond Artist's reasonable control. In such event, Artist will not be required to perform and shall return to Purchaser any deposits paid, less costs incurred by Artist and neither party shall be under any further obligation to the other.

15. Remedies

In the event of any claim or controversy arising out of or relating to the Agreement or its breach, any legal proceeding shall be instituted and maintained in a court of competent jurisdiction in New York, NY, and the parties agree said court shall have personal jurisdiction over them. The

Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

16. Miscellaneous

- A. Artist has 100% control of the performance.
- B. A breach of any clause contained in this rider by Promoter shall be deemed a material breach. If Artist elects to perform notwithstanding a breach of this agreement by Local Manager, the performance by Artist shall not constitute a waiver of any claim Artist may have for damages or otherwise.
- C. Promoter shall provide Artist's Manager with **ORIGINAL** copies of all *programs upon artist arrival*, press releases, fliers, posters, articles and reviews pertaining to said performance.
- D. All terms and conditions of this rider are specifically accepted by Promoter unless waived by Artist or Artist's Manager. Such waiver shall only be effective if initialed by Artist and/or Artist's Manager and Promoter.

We look forward to a smooth and successful engagement and would be happy to assist you in any way. If there are any problems in fulfilling any of these requirements, please call as soon as possible. **DO NOT MAKE ANY CHANGES WITHOUT CONSULTING WITH ARTIST'S MANAGEMENT.**

Thank you for your cooperation.

17. THE ATTACHED STAGE PLOT IS MADE FULLY A PART OF THIS AGREEMENT.

AGREED AND ACCEPTED BY:

PROMOTER

DATE

LIZ CALLAWAY ANN HAMPTON CALLAWAY

DATE DATE

SCHEDULE "A" Please copy and distribute to all technical personnel

SOUND / MUSICAL EQUIPMENT SUPPLIED BY LOCAL MANAGER

- i One (1) Steinway Grand Piano tuned to A440
- i Two Wireless Handheld Vocal Mics for Liz Callaway and Ann Hampton Callaway
- i One (1) Vocal Boom Mic and Stand for Pianist Upstage Left of the Piano
- i TWO (2) Tall Black Stools
- i ONE (1) Small Table with Bottled Drinking Water and Stem Glasses and Straws for Both Vocalists
- i Four (4) Non-folding Manhasset Music Stands w/lights (If outdoor performance, music clips are required)
- i Five (5) floor monitors and a minimum of Five (5) mixes are required.
- i Gooseneck or Clip On Light for the Pianist / Piano Music
- i
- In Backstage Area:
 - ii o Two (2) Mic Stands and Two (2) Chairs
 - ii o Water in Stem Glasses with Straws

BASS SPECS: (Specs may vary slightly depending on personnel):

- } One (1) Upright acoustic bass: professional 3/4 size w/ adjustable bridge, pick-up & bow quiver
- } One (1) German Bow for upright bass
- } One (1) Electric bass: Fender Precision

- } One (1) Electric bass stand (same thing as electric guitar stand)
- } Amp: For 100+ seat venues: GK 800 rb with Hartke 115 cabinet or SWR Goliath cabinet
- o For smaller venues: GK 200
- } One (1) Vocal Boom Mic and Stand for Bass Player
- } Whirlwind Selector (or similar) Active A/B Box
- } Three 1/4-inch cables

YAMAHA DRUM KIT (Specs may vary slightly depending on personnel):

- ï One (1) pair of 14" of high hat cymbals†
- ï One (1) 16" crash cymbal†
- ï One (1) 20" ride cymbal†
- ï One (1) 5 1/2" wooden snare
- ï One (1) 18"x14" bass drum with foot pedal
- ï One (1) 12"x 8" tom tom
- ï One (1) 14"x14" floor tom
- ï Three (3) cymbal stands
- ï One (1) snare drum stand
- ï High-hat stand
- ï Rotating, adjustable Drum Throne

†Zildjian or Sabian Cymbals Preferred. >All Drums Require Double Sided Coated Heads.

**WEB DOWNLOADED RIDER
NOT FOR CONTRACTUAL USE
Ted Kurland Associates
617.254.0007**