

CONTRACT RIDER –
TOMMY CASTRO AND THE PAINKILLERS

as of 09/2016

RIDER SHALL BE CONSIDERED TO BE PART OF THE ATTACHED CONTRACT AND NEITHER CONTRACT NOR RIDER SHALL BE CONSIDERED BINDING UNTIL SIGNED BY BOTH PARTIES HERE UNTO IT IS FURTHER AGREED:

A. METHODS OF PAYMENT

- 1) All payments hereunder shall be made in U.S. dollars.
- 2) ARTIST must be paid BY CERTIFIED CHECK OR CASHIER'S CHECK following the performance and shall be made out to **Tommy Castro** (business check, money order, etc. are NOT ACCEPTABLE without prior approval of ARTIST's management). In the case of multiple- performance engagements, ARTIST will be paid following each performance (i.e. if ARTIST is playing two days at the same venue, ARTIST will receive 50% payment following each day's performance).
- 3) PURCHASER guarantees that the contracted amount of payment represents the actual amount to be paid to ARTIST, and PURCHASER assumes all financial responsibility for taxes, withholding and all other fees above the contracted amount.

B. BILLING AND ADVERTISING

- 1) When headlining ARTIST is to receive 100% sole star billing in any and all advertising, lights, displays, and any other kind of advertising or publicity.
- 2) ARTIST must be billed as is exactly specified on contract. **All billing as "Tommy Castro and the Painkillers"** in all equal type on all advertising, lights, display, and any other kind of advertising or publicity.
- 3) PURCHASER shall begin public advertising upon confirmation of date(s) by ARTIST, or three weeks prior to the first performance, whichever is nearer the performance date.
- 4) When headlining, ARTIST's management is to have sole approval of all acts to perform on the show.
- 5) Promoter agrees to include Tommy Castro's URL address onto promoter's website. URL address: www.tommycastle.com
<<http://www.tommycastle.com>

C. RADIO STATION OR PRODUCT CO-PRESENT, PROMOTER CO-PRESENTS

Any proposal for co-presentation of this show including any tie-in with radio, TV, newspaper or product must be cleared with and approved by Artist's agency and

management prior to any confirmation of such tie-in, co-present or co-promote. Also, any co-promote situation with any promoter other than contract signer as shown on the contract face will first require written approval of Artist's agency and management.

D. REPRODUCTION OF SHOW

1) No portion of the performance rendered hereunder may be broadcast, recorded, filmed, taped or embodied in any form, for any purpose without prior written consent via a separate, written agreement between the Artist and Purchaser. Purchaser will deny entrance to any persons carrying audio or video recording devices without limiting in any way the generality of the foregoing prohibition. It is understood to include members of the audience, press and Purchaser's staff. In the event that Purchaser, his agents, servants, his employees, contractors, etc. reproduce or cause to be reproduced the Artist's performance in the form of film, tapes or any other means of audio or video upon demand by Artist, Purchaser shall deliver all of the same (together with any and all master, negatives and other means of reproduction thereof) to Artist at Purchaser's sole cost and expense, in addition to all other legal or equitable remedies which Artist may have.

E. TOMMY CASTRO AND THE PAINKILLERS TECHNICAL PRODUCTION REQUIREMENTS

Tommy Castro and The Painkillers (TCATP) is committed to providing our clients and patrons with a professional, unique and compelling performance. In order to achieve the standards we have established for performance, the following terms and conditions or deviations to the terms and conditions must be satisfied and agreed upon prior to performance.

Deletions changes to tech requirements should be pre-approved prior to performance. ***We are flexible with regard to many things.*** Prior notification of changes is required and makes it much easier for us to find solutions and substitutions when necessary.

1.1 General Terms and Conditions

- 1.2 A minimum period of 2.0 hours is required prior to doors or gates for setup, sound system evaluation and sound check. Load in, sound check and performance times are to appear in the contract and are to be agreed upon by TCATP and the client. If contracting with a sound company, the sound company shall be set up and ready to go when TCATP personnel arrive for sound check.
- 1.3 Clients providing a sound system are requested to comply with the sound system requirements specified in section 4.0 and submit a list of equipment to be provided by the contracted sound company.
- 1.4 TCATP personnel have final approval of the production arrangements with regard to audio, lighting and staging.
- 1.5 Two, able-bodied equipment loaders required for load-in and load out.
- 1.6 Tommy Castro and The Painkillers do not share backline. (Unless confirmed with Tour Manager.)

The following requirements are minimum requirements and must be satisfied to ensure the integrity of the production.

2.1 Electrical

2.2 Stage power —115VAC, 2 -20 ampere (min), 12 - 3 wire outlets, with center stage and stage right access shall be provided.

2.3 Sound system power — 115VAC, 4-30 ampere (min), 20 - 3 wire outlets on the same leg, at mix location and stage area or 10 AWG. AC extension from outlet to mix location shall be provided.

2.4 Circuits for stage and sound system power must be adequately isolated from all fluorescent, neon and halogen lighting as well as refrigeration circuitry. Isolated electrical distribution system is recommended.

2.5 Stage lighting requires a separate circuit from stage and sound power. Consultation with contracted lighting company to determine interface requirements with venue is required prior to performance.

3.1

3.2 The stage shall be a minimum of 20' by 16' in size. If the stage is portable or in sections all sections must be secured together and leveled. For outdoor shows, adequate cover must be provided. Stairs shall be provided on both sides of the stage for access by the performers and crew.

3.3 TWO 8' x 8' (minimum) 6"- 12" high (maximum), sturdy risers fitted with a carpet shall be provided. Risers should be located at the center stage and stage right (see stage plot). If two risers cannot be allocated or if there is not enough room for said risers, keyboard riser (stage RT) or both can be struck from the plot.

3.4 Front of house speakers (if not flown) are to be located off of the stage on a separate platform of appropriate height to ensure good coverage and fidelity but placed in a manner that will not obstruct the view of the audience. **Subwoofers are to be located off the stage.**

4.1 Audio

4.2 Main Speakers - PA capable of 120dB without distortion. (Show will not be this loud but headroom is important)

High output full bandwidth, stereo, 3 - 4 way active crossover systems.

Consisting of direct radiating subwoofer, bass, mid and high frequency components. Vertical line array type systems i.e., EAW, JBL Vertec series, EV X-Series, Nexo, Adamson or Meyer Sound Lab systems are preferred.

Mono systems are acceptable depending on the venue if pre-approved.

Due to absence of monitor wedges, near field speakers (FRONT FILLS) required to cover area in front of stage. Delay speaker array is required if the venue is longer than 100'.

4.3 Stage Monitor Console

TCATP provides a small frame monitor desk, in-ear rack. House provides split snake for interconnect to house system and one powered drum sub to be controlled from TCATP monitor desk (unless otherwise advanced). If guest performers are scheduled the house shall provide console, monitors and processing for those mix requirements and will be indicated on advance of show. (this includes revue shows)

5.1 Lighting - Important- NO strobes

5.2 LD/Operator

1-lighting director/operator with a good sense of time, color and humor.

6.1 Communications

6.2 Clear-com between FOH, monitor desk, lights and backstage.

7.1 Back-line

BACKLINE REQUIREMENTS

If back-line equipment is required in the contract face please provide the following equipment. Please contact TCATP personnel if there is a need for substitution.

7.1 Drums

(Maple shells preferred) Yamaha, vintage Ludwig, Rogers - 22" Kick - 10" or 12" Rack - 14 -16" Floor, Deep Snare preferred Cymbals - Zildjian or Sabian - 14" Hats - 2 Crashes - 15 to 18" - 20" Ride

7.2 Bass

1 - Ampeg 8 x 10 or 6 X 10 SVT bottom 1 - Ampeg SVT all tube classic head (with XLR output) or or Mark Bass Little Mark Tube Mark Bass 104HF 4 x 10 bottom (4ohm)

7.3 Guitar Amplifiers

1. Hot Rod DeVille w/2x12" speakers & 1. Blackface Reissue Fender Super (2 DeVilles will do but one must have 2X12s)

1- Fender/Squire Strat or Tele Style back-up guitar *(as we only fly with one guitar, back-up may be requested for some fly dates to be used only in emergency and almost any guitar would be acceptable)

7.4 Keyboard

Nord Stage 2 (88 or 76 weighted keys) or Roland RD 700/600 -1 X-stand (double braced)
-1 sustain pedal

7.5 Organ

Hammond B3 or A100 (w/ bench) with Leslie 122 or 145. Must be fully functional. Acceptable organ substitutes - Nord C2D, Nord Electro 4D Hammond SK2. ALWAYS try to pair with a Leslie 122 or 145, include pre amp pedal to allow connectivity. *With substitute, include double braced X-stand and Yamaha FC7 expression pedal.

7.6 Keyboard Amp

QSC K12 or similar powered mon

7.7 Miscellaneous

4-guitar stands hanging type 1-6ft. table for merchandise

7.2 Revue Shows

Email Production Manager for Specifics.

Article 4 of the face contract agreement indicates back-line provision responsibility. Back-line equipment is to be provided by the venue or promoter.

If any of the terms, conditions or requirements listed above cannot be satisfied, prior notice is requested so that alternatives can be negotiated and there are no surprises. The omission of any of the above requirements can severely hamper our ability to produce the quality of performance we enjoy providing and is in violation of a contractual agreement.

Article 4 of the face contract agreement indicates back-line provision responsibility Back-line equipment is to be provided by the venue or promoter.

If any of the terms, conditions or requirements listed above cannot be satisfied, prior notice is requested so that alternatives can be negotiated and there are no surprises.

The omission of any of the above requirements can severely hamper our ability to produce the quality of performance we enjoy providing and is in violation of a contractual agreement.

Please contact TCATP Tour/Production Manager:

Randy McDonald

415-385-4822|randymcdonald77@gmail.com

F. ARTIST ACCOMMODATION

- 1) PURCHASER must provide a clean, well-lit, dry, lockable, heated dressing room to accommodate up to ten (10) people. Dressing room shall contain hot and cold running water, several electrical outlets, mirrors, and comfortable seating. Clean, private toilet facilities should adjoin. Dressing room shall contain items in section F.
- 2) PURCHASER will provide ARTIST with eight (8) clean bath towels in dressing room at stage call.
- 3) If PURCHASER is providing ARTIST with hotel accommodations, said accommodations must consist of hotel rooms in a commercial hotel or motel, each equipped with bathroom, television, telephone, internet access, air conditioning and be capable of being heated to 72 degrees Fahrenheit 24 hours per day. Each room will be equipped with secure (inside locking) burglar locks and/or chains.
- 4) 6ft. table and light for merchandise.
Secure off street parking will be provided by PURCHASER for band vehicles at no cost to ARTIST.

G. FOOD AND BEVERAGES

1) PURCHASER will provide the following one hour before showtime in dressing room: Please provide 100% Natural when available

- Twenty-four (24) 16 oz. bottles of water, seals unbroken – room temperature.
 - (4) Fiji Water
 - (4) bottles of San Pellegrino or Perrier sparkling water
 - (2) bottles Vitamin Water “energy”
 - (2) Chocolate Muscle Milk Light (or Reg)
 - Hot water for tea and tea bags
 - Carafe of hot coffee and cups for 4 w/sugar/ honey/cream/truvia or stevia
 - One tray of sliced turkey, cheeses, tomato, onion
 - One tray of assorted fresh fruits
 - (4) Kind Bars
 - (2) Avacados
 - One loaf of bread - White, Rye or Sourdough and one loaf of bread – Wheat, condiments – mustard / mayonnaise Sufficient clean glasses, plates, utensils, and ice
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- Hot dinner for (6). ARTIST management will contact PURCHASER one week prior to event to arrange menu and time (at least two of the six meals must be vegi or fish). OR, PURCHASER agrees to a dinner buy-out of \$20.00 per person / Total of \$120.00.

H. STAGE PASSES AND PRODUCTION SCHEDULE

- 1) PURCHASER shall provide ARTIST with twenty-five (25) backstage passes.
- 2) PURCHASER shall provide ARTIST's management with detailed production schedule including load-in, sound check, and performance times for all artists no later than twenty-four hours prior to load-in.

I. BOX OFFICE

- 1) In the event that compensation payable to the ARTIST is measured in part by a percentage of receipts, ARTIST shall have the right to set a limit to the number of persons admitted free, the number agreed upon with ARTIST's representative prior to performance.
- 2) PURCHASER shall provide ARTIST representative with a box office report including guest list.
- 3) PURCHASER shall provide ARTIST with up to thirty (30) complimentary tickets per show, the unused portion of which may be placed on sale the day of the performance with permission of the ARTIST. These tickets may be asked for up till the end of the sound check by the ARTIST.

J. INSURANCE

- 1) Purchaser must carry public liability and property damage insurance with sufficiently high limits to adequately insure against bodily injury, death, or loss of or damage to property in connection with a part of the performance.
- 2) Purchaser shall also indemnify Artist against any and all loss, damage and/or destruction occurring to Artist, their employees, contractors and agents, and equipment at the venue, including but not limited to damage or destruction due to acts of God.

K. CANCELLATION

- 1) ARTIST reserves the right to cancel this agreement no later than thirty (30) days prior to performance by notice in writing to PURCHASER because of recording, European tours, support touring, TV or any media events or, scheduling.

ALL ASPECTS OF THIS RIDER ARE OF THE ESSENCE AND MUST BE FULFILLED. ANY BREACH OF OR FAILURE TO PROVIDE ANY OF THE AFOREMENTIONED ITEMS WITHOUT PRIOR WRITTEN CONSENT OF ARTIST'S MANAGEMENT SHALL RELIEVE ARTIST OF ALL OBLIGATIONS TO PURCHASER NOW OR IN THE FUTURE. THIS AGREEMENT MAY NOT BE CHANGED, MODIFIED OR ALTERED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH PARTIES HERETO.

AGREED TO AND ACCEPTED BY:

PURCHASER ARTIST or ARTIST'S Agent on behalf of ARTIST

DATE

DATE

