

Jack Wright "The Songs and Stories of Neil Diamond"

PRODUCTION RIDER

ALL CHANGES MUST BE APPROVED IN WRITING BY ARTIST OR AUTHORIZED REPRESENTATIVE.

The following pages include information necessary for a successful and effective production of Jack Wright "The Songs and Stories of Neil Diamond". Should any questions arise about a specific topic within the rider, please contact the following individual:

Rider Contact: Jack - (801) 710-2361

1. ADVERTISEMENT / BILLING OF THE ACT

Please be sure of the correct advertisement and/or marquee billing of this act. While we require that you use the following legally registered name when submitting print, radio, or television advertisements, you may of course design your own graphics in a different style, as long as it reads or is broadcast as follows unless agreed to in writing by Jack Wright or authorized representative:

JACK WRIGHT
"The Songs and Stories of Neil Diamond"

The act shall receive one hundred percent (100%) sole star billing (when headlining), or seventy five percent (75%) special guest star billing (when supporting) in any and all advertising and publicity, including but not limited to radio, newspaper and trade ads, fliers, posters, billboards and marquees.

2. PAYMENT

Any remaining payment due to Artist (after deposit) for performance is due and payable on day of engagement and must be paid prior to performance time, unless otherwise noted and agreed to in writing by both parties.

3. COMPLIMENTARY TICKETS

Purchaser shall make available at no charge to Artist twelve (10) complimentary tickets (with reasonable location from stage) per show.

4. FACILITIES

Purchaser agrees to furnish all that is necessary for the proper presentation of the Act, including a suitable and safe facility, ventilated, lighted and in good working order, with a suitable stage, theater, hall, auditorium or open area large enough to accommodate the anticipated crowd. When performing outdoors, stage must be covered. Purchaser agrees to meet all safety, fire, and all other laws and ordinances.

The Purchaser shall provide for the Artist a clean, private dressing room with AC outlets, mirror, wardrobe, and heat and/or air conditioning as necessary. It is imperative that this area be secure and lockable.

5. HOSPITALITY

Before, during and after sound check, Purchaser shall provide assorted beverages and snacks for the Artist and/or crew. At conclusion of sound check, Purchaser shall provide seven (7) hot, sit down meals for Artist and crew. If it is not possible to provide hot sit down meals, the Purchaser shall provide to Artist a cash buyout of \$25.00 per person at least three hours prior to show time.

6. MERCHANDISING

Artist shall have the sole and exclusive right, but not the obligation, to sell Artist's souvenir merchandise in connection with and at the performance hereunder, and the receipts therefrom shall belong exclusively to the Artist. Purchaser shall provide adequate space for sale of said merchandise. Artist will sell.

7. BOX OFFICE PROVISIONS

On all ticketed events, purchaser shall provide a confidential detailed box office report to Artists' representative within 48 hours of the event. Any and all notification to third party box office reporting services is prohibited unless approved by Artist Representative. In the event the payment to Artist shall be based in whole or in part on receipts of the performance(s) herein, Purchaser agrees to deliver to Artist a certified statement of the gross receipts of each performance within two (2) hours following such performance. In the further event that the payment of Artist's share of said performance(s) receipts is based in whole or in part upon expenses related to the engagement, Purchaser shall verify by paid receipts, canceled check or similar documents all such expenses or they shall not be included as an expense of the engagement. Artist shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of Purchaser relating to gross receipts of this engagement only.

8. LODGING AND TRANSPORTATION

Purchaser shall provide six (6) rooms for one (1) nights at a first class quality hotel. Purchaser shall provide all ground transportation for Artists.

9. PROMOTIONS

When scheduling allows, Artist can be available to assist in promotional efforts (ie: radio spots, meet & greets, etc.). If Purchaser wishes to take advantage of this, it must be coordinated with Production Contact Person. Purchaser agrees not to commit Artist to any appearances, interviews or any type of promotion without Artist's prior written permission.

10. REPRODUCTION

No portion of the Artist's performance may be broadcast, photographed, recorded, filmed, taped, or embodied in any form for the purpose of reproduction without Artist's prior written consent. Purchaser's request for such consent needs to be directed to the Production Contact Person. Anyone granted permission to photograph and/or record the performance shall provide complete copies of said reproductions to the Artist.

11. CONTROL OF PRODUCTION

Artist shall have the sole exclusive control over the production, presentation, and performance of the engagement, including but not limited to the details, means and methods of performing, and persons employed by Artist. Artist shall have sole and absolute authority in directing personnel operating all lighting and sound equipment.

12. SECURITY

The Purchaser shall provide both reasonable and adequate security for the Artist and the audience. If it is necessary for the Artist to pass through the audience so as to access the dressing room or the stage, Purchaser shall provide adequate security personnel to prevent unauthorized access to the stage and/or backstage area (including equipment storage area).

13. INSURANCE AND LIABILITY

Purchaser shall indemnify Artist, Artist's employees, contractors and all agents for all losses sustained in direct consequence of the performance of their professional services. Purchaser shall also indemnify Artist against any and all damage occurring to Artist's equipment at the venue, including but not limited to, damage suffered due to inclement weather.

Purchaser will be responsible for and maintain public liability and property damage insurance for any claim of loss, injury or damage caused by Purchaser, Purchaser's agents, employees or patrons. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000.00).

14. PERMITS, LICENSES, TAXES, ETC.

Purchaser shall obtain and pay for all licenses, permits, certificates, authorizations or other approval required to be obtained from any union, guild, public authority, performing rights society or other entity properly having jurisdiction over the engagement, and shall comply with and fulfill all terms, conditions and covenants as required. Purchaser shall also pay all necessary or applicable taxes, fees, dues and the like relating to the engagement.

15. INTERNATIONAL BOOKINGS

In the event the place of performance is outside the continental limits of the United States, Purchaser agrees to procure, at Purchaser's expense, for Artist and party, the necessary visas, work permits, and other documents needed or usually obtained or required by local law or regulations, to enable Artist to provide its services as outlined in the Agreement. Purchaser will be responsible for all expenses connected with Artist's airfreight; specifically all airfares, air freighting between destinations, fees for documentation of import and export, customs clearance, terminal clearance, airport handling and transportation of Artist, Artist's party and equipment to and from the place of performance and place of lodging, etc. Purchaser shall also be responsible for, and indemnify and hold Artist harmless from and against all local,

municipal, and county or government taxes, fees or levies on all income earned by Artist or Artist's employees while in the country or countries covered by the contract, and indemnify and hold Artist harmless from Artist's inability to provide its services due to delays in travel, transportation, documentation requirements, customs and terminal clearance, etc., which may result from any circumstances beyond the reasonable control of the Artist.

Purchaser shall also provide and pay for, in all countries where English is not the first language, the services of a translator with excellent English skills who is familiar with the entertainment industry and with production and concert terminology and language.

PRODUCTION RIDER (TECHNICAL)

SOUND

Unless otherwise specified in writing, Purchaser shall provide a first class, professional quality sound system suitable to the venue and acceptable to the Artist. Purchaser shall also supply competent, qualified technicians to set up, maintain and operate equipment. This system must be able to deliver a clear, even, distortion-free sound

LIGHTS

Purchaser shall provide a first class, professional, quality lighting system with competent, qualified technicians to operate it.

LOAD-IN / LOAD-OUT / SOUND CHECK

Artist requires unfettered access to venue a minimum of 5 hours before show time. Artist requires ninety (60) minutes for load-in and set-up and approximately forty-five (45) minutes for load-out. A minimum of three (3) hours shall be provided for sound check. The public may not be admitted until conclusion of sound check at Artist's discretion. Purchaser shall furnish a minimum of two (2) load-in/load-out personnel.

STAGE MONITORS

Artist requires a total of 5 stage monitors (2 way - 15 inch preferred) with 6 independent mixes.

Backline Requirements for all Dates:

Artist is very aware that equipment availability varies based on location. Please speak with rider contact if you are not able to acquire these brands and models. We have tried to specify commonly available equipment.

Bass Guitar

- 1 – Bass Guitar Amplifier; min. 300w and 2x12, 2x10 or 1x15. (GK, Eden,SWR,AMPEG)
- 1 - Fender 4 String Precision or Jazz Bass Guitar *AMERICA_MADE ONLY with strap locks
- 1 – Single guitar stand
- 1 - Countryman direct box

Guitar

- 1 – Fender Twin Reverb or equivalent
- 1 – Triple guitar stand
- 1 – Fender Telecaster Electric Guitar or equivalent with strap lock
- 1 - Countryman direct box

Keyboards

- 2 – Stereo Dis or 4 Mono DIs (For 2 keyboards – mono or stereo out)
- 2 - Adjustable piano benches or stools

Drums

- 5 Drums as follows - 6 pc optional
- 22" Diameter Bass Drum
- 16" Diameter Floor Tom (with legs, not mounted)
- (14" optional (with legs, not mounted) for 6 pc set)
- 10" or 12" Rack Tom #1
- 12" or 13" Rack Tom #2
- Drum Throne

Stands

- 2 - Two Boom Stands
- 5 - Manhasset music stands with stand lights

Stage Stool (if readily available)

- 1 – 26" approximately – black preferred.