

FIREFALL RIDER

This rider to be attached to and made part of the contract dated _____ between Firetours, Inc. (hereinafter referred to as Artist) and _____ (hereinafter referred to as Purchaser).

1. **VALIDITY OF CONTRACT:** This contract shall not be binding upon Artist, until both this rider and attached contracts are executed by Artist. No other party is authorized to vary this agreement with particular reference (but without limitations) to fee, percentage calculations, supporting acts, etc., where any conflict or interpretation may exist between this rider and the attached contract, in all cases this rider shall prevail.

2. **BACKLINE:** Promoter to provide, at his expense, all necessary backline equipment. (see attached backline list-page 5)

3. **BILLING:** Artist shall receive one hundred (100%) per cent Star or Special Guest billing in any and all publicity released and in paid advertisements, including, but not limited to programs, fliers, signs, marquees, radio and television.

4. **BOX OFFICE:** Artist's representative will have the right to be present in the box office at all times. **FINAL PAYMENT MUST BE MADE IN CASH OR CERTIFIED CHECK AND ACCOMPANIED BY A CERTIFIED BOX OFFICE STATEMENT.**

5. Artist, when headlining, shall have first right of setup for all instruments and properties used in the presentation and the aforesaid instruments/properties shall not be moved or relocated without the expressed permission of Artist. Purchaser will not commit use of artist's equipment to anyone.

6. **SUPPORT ACTS:** Prior approval is needed from Artist management for any support act. Artist shall have approval over set lengths, billing, placement of equipment on stage and use of sound and lights. Support acts to be provided and paid for by Purchaser.

7. **PERFORMANCE:**

a) Artist has one hundred (100%) per cent control of their performance and production.

b) No portion of Firefall's performance shall be recorded or reproduced in any way without express prior written consent of Artist and Artist reserves all rights thereto.

c) Artist will begin their performance **NO LATER** than time stated on contract.

8. **STAGE AND DRUM RISER:** A safe, secure, and sturdy stage and drum riser must be provided by purchaser. The minimum dimensions will be thirty-two (32) feet wide, twenty-four (24) feet deep, and four (4) feet high for the stage. Eight (8) feet wide, eight (8) feet deep and eighteen inches high, with carpet for the drum riser.

9. STAGE CALL: The following sober personnel must be available to work at the venue on the day of the engagement. Please allow one (1) hour following the engagement to strike and reload equipment.

Two (2) stagehands to load in and out equipment.

One (1) electrician familiar with the house.

One (1) sound engineer familiar with system.

One (1) monitor man.

One (1) lighting technician.

Two (2) spot light operators.

10. DRESSING ROOM: Purchaser agrees to provide a comfortable, private NON-SMOKING dressing room, adequate for use by ten (10) persons during the Artist's entire performance. This room should be clean, dry, well-lit, heated or air-conditioned, equipped with a full length mirror and four (4) electrical outlets, with seating for ten (10) persons and shall be within easy access to clean lavatories. Purchaser shall be solely responsible for the security of items in the dressing area and shall keep all unauthorized persons from entering said area. The dressing room shall be locked and Artist provided with a key.

11. DRESSING ROOM CATERING: In addition to hospitality catering (hot meal) provided by venue, promoter will provide the following:

- Four (4) gallons of spring water or equivalent

-Two (2) six-packs of Corona or Heineken beer

-One (1) case of assorted soda (12 diet/12 regular) Coke, Sprite or Dr. Pepper.

-Twelve (12) jars of assorted fruit juices (orange, cranberry, apple or pineapple)

- Deli tray to include good quality meats (no roast beef), cheeses and vegetables/fruits with crackers (Wheat Thins and Triskits).

-Condiments to make sandwiches, including bread, mustard, mayo, lettuce & tomato etc.

-One (1) pot of coffee, one (1) pot of decaf. coffee w/cream, sugar & Equal.

-Three (3) bottles of Mondavi Woodbridge wine (1 ea. Chardonay, Cabernet and White Zinfandel).

- One (1) dozen clean towels.

NOTE: All Of The Above Should Be Completed One Hour Prior To Artist Show Time And Deli Tray Should Be Refrigerated Throughout The Day!

12. PASSES: Purchaser shall provide twenty-five (25) complimentary tickets for each performance, in addition to any passes needed for band members and road crew. Passes and tickets shall be given to Artist upon arrival.

13. HOTELS: Purchaser will provide six (6) hotel rooms at his expense. These rooms will be in close proximity to venue and equal to or better than Hampton Inn.

14. TRANSPORTATION: Purchaser will provide a fifteen (15) passenger van (with rear seat removed for luggage/gear) with driver to transport band from airport to hotel, to facility and returning to hotel and airport.

15. CONCESSIONS: ARTIST RETAINS GROSS OF ALL THEIR MERCHANDISING SALES, unless other arrangements have been made and agreed to by Artist prior to day of performance. Purchaser will provide one (1) five (5) foot table in a high traffic area (with a backdrop to hang merchandise).

16. INSURANCE:

(a.) Purchaser warrants and represents that he has and will maintain in force a liability insurance policy with a reputable insurance company licensed to do business in the state in which this engagement occurs and that this policy provides coverage of at least ONE MILLION DOLLARS (\$1,000,000) for Property Damage and Bodily Injury, including Accidental Death, to one person, and ONE MILLION DOLLARS (\$1,000,000) for Bodily Injury, including Accidental Death, to more than one person, and ONE MILLION DOLLARS (\$1,000,000) for property damage.

(b.) Purchaser warrants and represents that said insurance policy will name Firetours Inc. their authorized representatives, and employees as additional insured parties for the full period of the engagement.

(c.) Purchaser indemnifies and agrees to defend and hold harmless Firetours Inc. from all liability, claims, demands, actions, damages, costs and expenses that may arise from damage to or loss of property, or death or injury sustained by any persons because of this agreement.

17. BREACH: In the event of a substantial breach by Purchaser of any of the conditions contained herein, Artist may cancel the performance without any further liability to the Purchaser and the Purchaser shall be obligated to pay the full contract price to Artist.

18. This contract was negotiated with specific ticket prices, stated capacity and gross potential. Any additional moneys generated, in any of these negotiated points, will be due artist on demand.

19. LIGHTING REQUIREMENTS:

- (a) Artist will use the provided house lighting system (minimum of 84 par 64 1K cans).
- (b) Purchaser must provide two (2) high quality spotlights and operators.

20. SOUND SPECIFICATIONS:

HOUSE CONSOLE: 32 inputs, 6 sub outs, 8 aux sends (Yamaha, Soundcraft , preferred).

OUTBOARD GEAR:

- 3 digital reverb units (Rev-7, SPX, PCM-70)
- 2 digital delay (PCM-42, SDE 3000)
- 2 1/3-octave equalizers (no MXR or PEAVEY)
- 10 comp/limiters (DRAWMER, BROOKE/SIREN)
- 8 noise gates
- 1 cassette recorder
- 1 CD player
- PA SYSTEM MUST BE ACTIVE 4-WAY OR ACTIVE 3-WAY!

MONITOR CONSOLE: 32 inputs, 12 outputs (Yamaha, Soundcraft)

OUTBOARD GEAR:

- 1 1/3 octave EQ per output (no MXR or PEAVEY)
- 3 digital reverbs (SPX or Midiverb acceptable)
- 8 (eight) biamped matched floor wedge monitors.
(2 x 12" or 1 x 15" with 2" horn!)
- 2 (two) tri or biamped stereo side fills (STAGE RIGHT AND LEFT)

STAGE REQUIREMENTS

- MICS; 18 (see input chart)
- Direct Boxes: 5 Countrymen D.I. boxes or any pantom powered units ie: Brooke/Siren.
- Stage AC Power: One Quad per corner (4 corners!)
- FOUR (4) DISCREET 30 AMP CIRCUITS FOR STAGE POWER.

Agreed and Accepted:

Purchaser

Artist

FIREFALL BACKLINE REQUIREMENTS

1. JOCK: ONE (1) ROLAND JC-120 (Jazz Chorus) AMP. TWO (2) GUITAR STANDS.
2. STEVEN: TWO (2) PEAVEY AMPS (CLASSIC 30 OR 50) OR NEW FENDER TWIN. TWO (2) GUITAR STANDS.
3. CHRIS: ONE (1) KEYBOARD (WEIGHTED KEYS w/ SUSTAIN PEDAL) Yamaha Motif - (any flavor 8, 7 or Motif 6) Yamaha S90, or Korg Triton (any flavor at all) and ONE (1) KEYBOARD STAND
4. BIL: ONE (1) BASS AMP: GALLIEN-KRUGER 800RB, AMPEG SVT, TRACE ELLIOT, SWR; W/EITHER 2X15" CABINET OR TWO (2) 4/10" CABINETS. NO FENDER OR PEAVEY. TWO (2) GUITAR STANDS.
5. SANDY: ONE (1) PEARL, YAMAHA OR LUDWIG DRUM SET TO INCLUDE: (NO STUDENT MODELS: IE. PEARL EXPORT OR YAMAHA STAGE SERIES).
 - A. 22" X 16" BASS DRUM
 - B. 10" RACK TOM
 - C. 12" RACK TOM
 - D. 16" FLOOR TOM
 - E. THREE (3) CYMBALS: 22" RIDE, 16" AND 18" CRASH W/(5) BOOM STANDS AND HARDWARE.
 - F. ONE (1) PAIR HIGH HAT CYMBALS W/STAND
 - G. ONE DRUM THRONE
 - H. ONE (1) SNARE DRUM W/STAND

*** ALL CYMBALS MUST BE ZILDJIAN OR PASTE

*** PLEASE: ALL DRUM HARDWARE MUST BE HEAVY DUTY.

*** ALL BACKLINE EQUIPMENT IS PROVIDED BY PROMOTER AT PROMOTER'S EXPENSE.

*** NOTE: ALL EQUIPMENT MUST BE IN EXCELLENT WORKING ORDER. PLEASE INCLUDE EXTRA DRUM HEADS, TUBES ETC., AS BAND CARRIES NO SPARES OR PARTS.