

Tom Rush
Contract Rider

General Conditions

1. Purchaser agrees to complete the general information form and return it to Skyline Music within five working days of receiving it.

2. (a) It is agreed that as full compensation for the services of Artist as set forth above, Purchaser shall make all payments to Artist in United States currency, certified check, or acceptable bank draft made payable to Maple Hill Productions (Federal ID # 02-0379096). Any portion of the guarantee not paid in advance shall be paid to Artist or his authorized representative, one half hour prior to first performance. Percentage payments, if any, shall be in cash with final accounting, paid to Artist's representative during the intermission of the performance (s) herein. In the event that percentage payments are a part of this agreement, Artist's representative shall have full and unrestricted access to the box office and its records pertaining to this engagement prior to, during, and after the performance.

(b) In the event that the compensation payable to Artist hereunder is measured in whole or in part by a percentage of receipts, Artist shall have the right to limit the number of free admissions authorized by Purchaser. If purchaser is unable to accurately determine the number of persons admitted free, Purchaser agrees to accept as binding a reasonable estimate made by Artist's representative.

3. In addition, Purchaser shall provide, at its sole cost and expense: _____, as well as meeting the specifications set forth below. This Artist's rider is hereby made an integral part of this agreement.

4. Purchaser agrees to abide by the following restrictions on advertising and promotion of the engagement: _____

5. Artist shall receive 100% sole star billing in all advertising, promotion, and publicity. No other performer(s) may receive more than 80% billing relative to Artist's without prior written consent of Artist. Further, no other performer may appear on the same program without prior written consent of Artist. Other performers at the program shall be:

_____.

6. Purchaser shall provide Artist with six complimentary tickets for a solo show, ten tickets if Artist appears with an accompanist, or twenty tickets if Artist appears with more than one accompanist. Purchaser shall hold these tickets for Artist for each performance herein. Any

tickets which Artist has not confirmed by four hours prior to each performance time may be released and sold by Purchaser.

7. Purchaser shall obtain and forward to Maple Hill Productions, Inc. no later than 30 days prior to the performance, a certificate of insurance naming Artist as "additional insured" under Purchaser's comprehensive general liability insurance policies in the minimum amount of ONE MILLION DOLLARS (\$1,000,000) and shall indemnify Artist for all damages (including reasonable attorney's fees) resulting from Purchaser's failure to exercise due care with respect to the performance. Purchaser shall indemnify and hold Artist harmless from and against all costs, expenses, damages, liabilities, or losses (including reasonable attorney's fees), arising out of or in conjunction with any presentation or any representation or covenant made by Purchaser in this agreement or any other act or obligation of Purchaser under this agreement.

8. Purchaser agrees to furnish at Purchaser's expense, round trip ground transportation for Artist, luggage, and instruments, from the nearest major commercial airport to Artist's lodging and to the place (s) of performance (s) for rehearsal (s) and performance (s) in vehicles which Purchaser deems appropriate for Artist's comfort and dignity. All transportation shall be available on a schedule which shall not keep Artist waiting or leave Artist stranded.

9. Purchaser warrants that the place of performance shall be lighted, heated, ventilated, cleaned, and free from distracting noises. Purchaser shall also provide sound and lights, hospitality, and dressing rooms to the specifications listed below, as well as promotion, publicity, and advertising, janitors, ushers, ticket sellers, door keepers, the tickets for the performance, and any additional services and personnel as required, as well as any license or permit required by any state or local authority. Purchaser shall provide adequate security personnel to ensure the personal safety and the safety of the personal property and professional equipment of Artist and his staff, including any accompanying musicians.

10. In order to insure the punctual presentation of the performance contracted hereunder and rapid correction of any problems which may occur, Artist and his staff and musicians shall be supplied with whatever identification and authorization may be necessary for complete freedom of movement throughout the place of performance. These passes must be good for backstage, stage, dressing room, main audience area, and parking area. These passes shall be supplied only to Artist's road manager at the time of his arrival.

11. Purchaser shall provide a comfortable and PRIVATE dressing room adequate for use by 5 persons. This room shall be clean, dry, well lighted, heated or air-conditioned. It shall contain at least 5 chairs and shall be within easy access to clean lavatories which are supplied with soap, toilet tissue, and towels. These lavatories shall be closed to the general public and Purchaser's staff. Purchaser shall be solely responsible for the security of items in the dressing room area and shall keep all unauthorized persons from entering said area. If there is more than one door to the dressing room area, all doors but one should be locked and secured to Artist's satisfaction. IN INSTANCES WHEN ARTIST APPEARS WITH ACCOMPANISTS, PURCHASER SHALL PROVIDE

ADDITIONAL DRESSING ROOM(S) TO ACCOMODATE THEM. Dressing room (s) must each be equipped with at least one electrical outlet (120 volts, 60 cycle).

12. Due to the difficulty of finding time to go out for refreshments during preconcert preparations, refreshments are respectfully requested for 3 people for solo performance, augmented as needed when Artist is appearing with accompanists, to be set up in the dressing room area. REFRESHMENTS FOR PURCHASER'S STAFF, RECEPTIONS, OR ACTIVITIES MUST NOT BE SET UP OR SCHEDULED FOR THIS AREA.

AT ARTIST'S ARRIVAL/SOUND CHECK: Assorted soft drinks (Coke, Diet Coke, 7up, etc), 6 bottles of cold imported beer, fresh fruit, 3 bottles of Perrier (large), assorted sandwiches or a small deli tray, fresh brewed hot coffee, cream or milk, sugar, and other condiments, utensils, glasses, coffee mugs, napkins, 6 large terry cloth towels, and an iron and ironing board.

1 HOUR PRIOR TO SHOW: A hot meal consisting of an entree with two vegetables, salad, and dessert for up to 10 persons (or up to 3 persons for solo performance).

13. Purchaser warrants and represents that the place of the performance shall be completely ready for the set-up of the sound and lighting systems at least seven hours before the commencement of the performance. Artist shall complete sound check at least one hour prior to the time of performance provided that Purchaser complies with its obligations. Under no circumstances shall Purchaser or its staff allow the audience to enter the place of performance until such time as the authorized representative for Artist signifies that the set-up and check has been completed.

14. Artist shall have the sole and exclusive control over the production, presentation, and performance of the engagement (s) hereunder, including but not limited to, the details, means, and methods of the performance of the performing artists hereunder, and Artist shall have the sole right, as Artist may see fit, to designate and change at any time the performing personnel. No seats are to be permitted on the stage of the place (s) of performance without the written consent of Artist.

15. Purchaser shall be responsible for keeping its staff, including without limitation, ushers, security personnel, and police, quiet and orderly during Artist's performance (s). Purchaser shall minimize potential disruption such as seating audience members or using walkie-talkies or any other equipment which might disrupt the performance. If smoking is permitted on the premises, Purchaser shall designate all areas within 40 feet of the stage (including the wings and all parts of the stage itself) as NO SMOKING areas.

16. GENERAL PRODUCTION REQUIREMENTS

NOTE: ALL STAGE, SOUND, AND LIGHTING SYSTEMS SHOULD BE SET UP AND FUNCTIONING PROPERLY PRIOR TO ARTIST'S ARRIVAL AT THE VENUE.

I. STAGE & ELECTRICAL

Purchaser shall provide the following:

- a) A stage area of at least 30' wide by 20' depth by 3' high for the exclusive use of Artist. Purchaser shall insure that this stage area is kept free of people and equipment, including musical equipment of other acts on the bill during the time it is designated to Artist. If this engagement is outdoors, Purchaser shall provide a cover over the stage which shall protect Artist and his equipment from the elements to Artist's satisfaction.
- b) 2 adequate and separate electrical services (1 for lighting, 1 for sound)- NOTE: these services shall be served by separate panels to eliminate ground loops and objectionable noises in the sound system. Electrical facilities must be installed in advance by licensed electricians in accordance with local electrical codes.
- c) 2 stagehands required at Artist's arrival for load-in and setup of Artist's equipment, for one hour, and after the conclusion of the engagement for striking and reloading equipment. Artist requires the right to require a complete sound and technical rehearsal with all lighting and sound personnel present, at least two hours prior to door opening. Artist requires adequate security for personal property and professional equipment of Artist.
- d) Artist requires venue to provide 2 guitar stands.

II. LIGHTING

Purchaser shall provide the following:

(Note: THIS SYSTEM MUST BE ON A SEPARATE AND ISOLATED ELECTRICAL SERVICE FROM ANY SOUND OR STAGE SERVICES)

- a) A professional quality lighting system with sufficient electrical capacity, instruments, all necessary cable and accessories, dimmers, and controls to provide 3 separate full stage back washes, 3 separate full stage front washes, and 5 separate "specials" independent with a standard assortment of gels. A competent lighting designer/operator and sufficient personnel to install, focus, and operate the system shall be present at load-in and all performances. At least two followspots of sufficient power and intensity with competent operators and a standard assortment of gels. Lighting requirements can be reduced in the event of a solo performance, providing that Artist's representative has been consulted and arrangements have been mutually agreed on.
- b) A full 2-way, 2-channel communication system, between stage and all lighting operators. Stage lighting, followspots, and house light system operators shall be on one channel, and main mixing position and monitor mixing position operators on the other channel.

III. SOUND

Purchaser shall provide the following:

Purchaser is encouraged to obtain a bid for sound services from Klondike Sound. (413) 772-2900, Maple Hill's preferred sound contractor. All sound equipment from other contractors must be approved in advance by Klondike Sound.

- a) A professional quality sound system on an isolated, separate electrical service with competent engineer (s) to operate it.
- b) Sufficient amplifier power and 3-way speakers, of first quality equipment with 1/3 octave equalization to insure full and even coverage of all seats in the venue at a minimum of 90db SPL.

c) Purchaser must reserve a sufficient number of seats for the Main Sound Mixing Position. This position should be in the center of the audience approximately two-thirds of the way back from the stage, not under any overhang or balcony, and with a clear, unobstructed view of the stage.

18. No portion of the performance rendered hereunder shall be broadcast, photographed, recorded, filmed, taped, or embodied in any tangible form for any purposes of reproducing or preserving such performance without Artist's written consent, and Purchaser agrees that it shall not authorize any such activity. Purchaser shall deny entrance to all persons carrying tape or video recording devices, including without limitations, members of the audience, press, and Purchaser's staff.

19.a) Artist agrees to supply a reasonable quantity of such printed and other advertising material as is available, which Purchaser agrees to reproduce and distribute at his sole cost and expense within a reasonable period before each scheduled performance for the proper and effective promotion of said event.

b) Artist shall receive 100% Sole Star Billing in any and all publicity releases and paid advertisements, etc., without limitation programs, fliers, signs, lobby boards, tickets, marquees, and radio and television ads. No other performer shall receive credit or billing on the same publicity release or advertisements, etc., without prior written approval of Artist. The advertising should reflect whether Artist is appearing solo or with accompanist. We suggest the use of the words "In a Special Solo Appearance" or the words "With his Band" in 30% type below Artist's name. In instance where the club 47 format is being used, we suggest the words "An Evening with Tom Rush at Club 47" in 100% print. "With Guest Appearances By" in 30 % print, and a list of the guests in print no greater than 80%.

20.a) Any promotional material which Purchaser may use, including posters, fliers or handbills, or publicity containing Artist's name, likeness, caricature, or biography, shall be subject to Artist's prior approval and used only for the purposes of promoting the performance.

b) Artist shall have sole and exclusive authority to sell any product bearing Artist's name, likeness, caricature, or biography. Purchaser shall provide without charge suitable tables (each 3 feet by 5 feet) in well-lit and appropriate areas of the place of performance for the sale to the public of each products and specifically for the sale of CD's and tapes before, during, and after the show. Purchaser shall, if requested by Artist, provide vendors to assist in such sales.

21. Artist may solicit mailing list information from the audience, or conduct other surveys of the audience. Any information resulting from such solicitation shall be shared with Purchaser upon reasonable notice that Purchaser desires such information. Likewise, Purchaser shall share any and all mailing list information generated by the engagement with Artist upon the request of Artist.

22. a) In the event Artist does not receive full payment of compensation promptly as herein provided or in the event that Purchaser fails, refuses, or neglects to provide any material items contained herein stated or to proceed with the performance (s) herein, or fails to perform any other obligation undertaken herein or perform any act prohibited hereunder, Artist shall have no obligation to perform under this contract and shall have the sole option and the right to refuse to

be present, allow to be presented, and to complete any performance and Purchaser shall, nevertheless, remain liable to artist for the full contract price as set forth hereunder.

b) If, before the date of engagement contracted herein, it is found that Purchaser has not fully performed his obligations under any other agreement with Artist or any other party or that the financial credit of Purchaser has been seriously impaired, Artist may require that Purchaser immediately pay full all guaranteed amounts, regardless of the fact that a deposit had already been paid or that a deposit was waived. If Purchaser for any reason fails to make such payment within 48 hours after such written request has been made by Artist, then such failure shall be considered an anticipatory breach of the entire contract and Artist may immediately sue for the balance of the contract fee. In the event that Purchaser does not perform all of his obligations hereunder Artist shall have the option to perform or refuse to perform hereunder and in either event, Purchaser shall be liable to Artist for damages in addition to the compensation.

23. In the event of a breach of this agreement by Artist, Purchaser's damages shall be limited to necessary, proven, out-of pocket expenses which were directly incurred for the performance covered by this agreement. In no case shall such damage exceed one-thousand dollars (\$1000), in addition to the return of any deposit (s) made by Purchaser to Artist, which sum shall be considered liquidated damages.

24. a) Artist's fulfillment of obligations hereunder are subject to detention or prevention of sickness, inability to perform, accident, failure of means of transportation, act of God, riots, strikes, labor difficulties, epidemics, and acts or orders of public authority or any other cause, similar or dissimilar, beyond Artist's control. The failure of Artist to appear due to such causes shall not constitute a breach of this agreement.

b) In the event that Maple Hill is providing a Club 47 or other festival-style event, the inability of any of the guests to perform shall not affect the validity of the contract, and Maple Hill shall work with Purchaser to provide acceptable substitute Artist(s).

25 In the event that Artist secures a commitment for a motion picture, a major television guest appearance, a series of television performances, a television program, a television commercial or "voice-over", or a legitimate stage production, and such commitment would/might interfere or conflict with the engagement hereunder, Artist reserves the right to cancel his appearance in the performance without liability upon notice to Purchaser. Artist agrees to promptly provide Purchaser with notice of any such cancellation. Purchaser acknowledges that the exercise of said right by any Artist shall not constitute a breach of this agreement. In this event, Artist shall return Purchaser's deposit within a reasonable amount of time.

26. All Federal, State, and Local amusement taxes, excise taxes, any taxes, and/or fees (including BMI, ASCAP, and SESAC) levied, by government (s) or sources not a party to this agreement, upon Purchaser or the venue related to this presentation are the sole responsibility of Purchaser.

27. Purchaser agrees to comply with all regulations and requirements of any national or local union (s) that may have proven jurisdiction over any of the materials, facilities, services, and personnel to be furnished by Purchaser.

28. All deadline dates herein are material items of this agreement.

29. All notices required hereunder shall be given in writing to Artist in care of Maple Hill Productions, Inc. at the above address. CERTIFIED MAIL IS SUGGESTED.

30. It is understood and agreed that the term "Purchaser" in the context of this agreement excludes any responsibility with regard to federal withholding, workman's compensation, or unemployment taxes. Artist assumes these responsibilities. Artist enters into this agreement as independent contractor (s) and not as employee (s). This contract shall not, in any way, be construed so as to create a partnership, or any other kind of joint undertaking or venture between the parties hereto.

31. The person (s) signing this agreement warrant (s) that they are authorized to represent their respective organization (s) and have the authority to present Artist according to the terms herein.

32. This contract cannot be assigned or transferred, without the written consent of both parties. It contains the complete understanding of the parties hereto, and may not be amended, supplemented, varied, or discharged, except by a written instrument. This contract shall take precedence in the event of any conflict with other contracts appended to it.

33. Any and all disputes arising from the engagement hereunder shall be submitted to arbitration in the City of Boston before the American Arbitration Association pursuant to its rules and regulation then applicable, and judgement specific to that arrives at hereunder by the Arbitrator may be entered in any court having jurisdiction thereof.

34. TERMS

Agreement: The term "agreement" when used herein shall refer to the terms and conditions contained within this document as well as all addends, riders, and/or attachments, provided the principal document is signed by all responsible parties and all attachments bear the signature of all responsible parties, and shall be interchangeable with the word "contract" as used in the Skyline Music cover page.

Artist: The term "Artist" when used herein shall refer to singular and/or plural and shall refer to no specific performer, but all members of the performing troupe engaged by the terms of this agreement.

Purchaser: The term "Purchaser" when used herein shall refer to singular and/or plural and shall refer to the individual, organization, partnership, corporation, municipality, or body specified at the

beginning of this agreement, or their legally authorized representative. This shall be the name entity referred to as "Purchaser" in the Skyline Music cover page.

Performance (s): The term "Performance (s)" when used herein shall refer to an entire concert presentation or multiple concert presentations by Artist, which may or may not include intermission (s) of normally no longer than twenty (20) minutes in length, and shall NOT refer to opening attraction(s) and/or other presentations which might be a part of a concert bill, unless such presentations are included in the definition of "Artist" on page one (1) of this agreement.

Set(s): The term "set(s)" if used herein refer to segments of Artist's performance, separated by an intermission, presented to the same audience.

35. The above constitutes the sole, complete, and binding agreement between the parties hereto.

Accepted and Agreed

Purchaser

Artist

**Thomas W. Rush, President
Maple Hill Productions, Inc
F/S/O Tom Rush
Fed. ID # 02-0379096**