



“ELEMENTS”
The Earth, Wind and Fire Experience

Paragraph Headings are inserted in this Rider for convenience only, and are not used in interpreting this Agreement

To the extent any term or provision of this Rider conflicts with any term or provision of the agreement attached hereto, said term or provision of the rider shall govern. This agreement construed under the laws of the state of Massachusetts.

1. BILLING:

ARTIST shall receive ONE HUNDRED PERCENT (100%) Sole Star Billing in any and all advertising and publicity under the control of PURCHASER in connection with the engagement hereunder, including, but not limited to, newspaper and advertising, all printed material, programs, flyers, signs, lobby boards, table cards and marquees. No other name or photograph shall appear larger or more prominently than the credit and photography of ARTIST and no other name or photograph shall appear on the same line or above the name or photograph of ARTIST.

Billing as follows:

Elements
The Earth, Wind and Fire Experience

2. REMUNERATION:

All payments to be made in accordance with face page of contract. All remaining monies due Elements on the night of the engagement shall be paid by cashier's check or certified check made payable to: "INNOVATIVE MANAGEMENT GROUP, INC., prior to the engagement hereunder.

Any disclosure of any nature regarding the financial terms of this contract without the written consent of ARTIST will constitute a breach of this agreement and PURCHASER will be held responsible for full payment under the terms of the contract.

If before the date of the engagement it is found that PURCHASER has not performed fully its obligations under any other agreement with any party where it appears to the PRODUCER in its sole determination that the financial credit of the PURCHASER may be or has been impaired, PRODUCER may cancel this agreement and PURCHASER shall forfeit any deposit monies. In the event that PURCHASER does not perform fully all of its obligations herein, PRODUCER shall have the option to cause ARTIST to perform or refuse to perform hereunder and in either event PURCHASER shall be liable to PRODUCER for any costs and or damages.

3. SUPPORTING ATTRACTION(S):

It is understood and agreed that Elements shall be the closing performer at each show during the engagement hereunder. It is further understood that ARTIST retains 100% creative control of performance. PURCHASER agrees that the appearance of any other act(s) on the same bill as Elements shall be subject to PRODUCER'S prior written approval. Additional acts receive billing in such size, type, thickness, boldness and prominence as

may be designated by PRODUCER; said approval not to be unreasonably withheld.

4. ORCHESTRA:

PRODUCER carries own conductor/pianist ARTIST'S accompaniment.

For symphony or big band engagements PURCHASER to provide ARTIST at PURCHASER'S sole cost and expense, with a _____ consisting of ___ musicians including all doubling of musicians as required by ARTIST during engagement hereunder. Exact instrumentation requested 30 days prior to engagement.

5. FOOD SERVICE FOR CASINO AND CLUB ENGAGEMENTS:

During ARTIST'S performance and until ARTIST is completely offstage, if applicable, there shall be no food service permitted in the room in which the ARTIST is performing. Delivery or collection of checks is acceptable.

6. REHEARSAL:

PURCHASER shall provide with respect to the ARTIST'S performance, at its sole cost and expense, a complete sound and light rehearsal of up to two (2) hours, at a time to be mutually agreed upon between PURCHASER and ARTIST on the opening day of the engagement hereunder. Said rehearsal shall include all personnel, technicians, or individuals required for lighting and sound. All aforementioned personnel shall be present with all equipment in place at downbeat of rehearsal. It is agreed that the rehearsal shall be closed to all individuals except authorized personnel of PURCHASER or guest of ARTIST.

The rehearsal shall take place on the same stage as the performance and there must be no alteration to the stage and sound settings after ARTIST'S rehearsal. The stage, sound and lights shall be set and live before music rehearsal starts.

PURCHASER shall provide and pay for a deli tray of sandwiches and soft drinks during the rehearsal.

7. UNION:

In the event there are any local union charges, fees or dues in connection with any of the personnel or services furnished by PURCHASER, PURCHASER agrees to assume all costs in connection therewith. PURCHASER shall provide and pay for, in connection with the engagement hereunder at its own expense, all stage hands, electricians, and any other labor as shall be necessary and/or required for engagement.

8. ACCOMODATIONS:

PURCHASER agrees to provide and pay for first class accommodations of 4 single and 3 doubles hotel rooms at a first class hotel for the ARTIST'S entourage during all rehearsals and performances hereunder on the day before engagement as well as the day of engagement. Should travel arrangements necessitate, the accommodations shall be provided TWO (2) days prior to opening and ONE (1) day after closing of said engagement.

Kindly note: The hotel should be as close as possible to the venue. The hotel must provide room service and free WiFi.

9. TRANSPORTATION:

PURCHASER agrees to provide ARTIST, at PURCHASER'S sole cost and expense the following: A large van with a professional driver to transport ARTIST and ARTIST'S party from airport to hotel and return a van with professional driver to transport equipment and luggage to and from airport to hotel, both van and limousine to transport ARTIST and ARTIST'S party to and from rehearsal(s) and / or performance(s). PURCHASER agrees to provide PRODUCER with the cash equivalent, at no cost to ARTIST, of twelve economy class round trip airline transportation from departure city to be determined. PRODUCER prefers to make own airline arrangements. (Rather than prepaid airline tickets) Reimbursement shall be made prior to performance with final payment. The check should be made payable to **Innovative Management Group, Inc.**

10. DRESSING ROOMS:

PURCHASER shall provide a first class, private dressing room for ARTIST, capable of being locked with key that will be handed to road manager, and with the best possible facilities available including: an operational television set, toilet, hand basin, hot and cold running water, mirror with make up lights, Kleenex, towels, clothing rack with hangers and electrical outlet. PURCHASER agrees that within confines of said dressing room, ARTIST'S privacy will be respected. Dressing room should contain clean towels for each member. It is requested that PURCHASER provide a selection of chilled and hot refreshments: Pepsi products, non-carbonated Evian water, ice and fresh hot coffee and tea assortment. A hot meal between sound check and performance provided for each member in Elements touring party is also greatly appreciated. Please advance with Artist Management.

11. PUBLICITY:

PURCHASER agrees to use only publicity material provided by ARTIST'S management, publicist and/or representative and further agrees that all advertising and publicity is subject to PRODUCER'S approval prior to release.

Elements members are willing to and prefer to give advance interviews prior to arrival into town. No interviews will be scheduled in any media, including, but not limited to, radio television newspapers, or magazines without prior approval of ARTIST management or publicist. Interviews given while in town must be previously approved and scheduled so as not to interfere with rehearsal, preparation time, or performance. Please contact Artist management to coordinate publicity.

12. CONCESSIONS:

ARTIST does have compact discs of their most recent recordings available for sale during the intermissions and after performances. A table and seller for sale of merchandise are to be provided by PURCHASER with an opening bank. PRODUCER will not be responsible to pay any percentage to any person or entity for right to sell merchandise. Each venue will be contacted in advance of the show by MANAGEMENT to set up merchandising sales in order for it to go smoothly day of performance. Settlement will take place shortly after the venue empties, and monies will be exchanged at that time.

13. COMPLIMENTARY TICKETS:

ARTIST shall receive ten (10) complimentary tickets during the engagement hereunder. The unused tickets may be placed on sale with the permission of PRODUCER.

14. COLLATERAL USE:

PURCHASER shall not make nor permit the recording of any portion of ARTIST'S rehearsal or performance for any use including, but not limited to radio, television, broadcast, internet or any other electronic media or motion pictures, interviews or any sound recording of ARTIST'S performance hereunder, without the prior written consent of PRODUCER.

The name and likeness of "Elements" may not be used or associated, directly or indirectly, with any product or service without the express written consent of PRODUCER.

15. CANCELLATION:

PURCHASER agrees that the PRODUCER may cancel the engagement hereunder by giving the PURCHASER written notice at least thirty (30) days prior to the commencement date hereunder if ARTIST shall be called upon to render his services in connection with a theatrical motion picture, free or pay television show, and or a legitimate stage production if the engagement hereunder might conflict therewith.

16. ACTS OF GOD - FORCE MAJEURE:

It is understood and agreed that PURCHASER shall pay PRODUCER full compensation in accordance with the contract, regardless of any "Act of God" situation affecting the performance of the engagement, providing the Producer is ready willing and able to perform.

17. INCLEMENT WEATHER:

The Producer shall have the right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe. PURCHASER shall remain liable for payment of the contract price even if the performance(s) called for herein are prevented by such weather conditions.

Technical Requirements:

The PURCHASER, at his sole cost and expense, shall provide PRODUCER with the following for rehearsal(s) and performance(s) hereunder, including all necessary stage personnel, lighting and sound technicians as required for engagement(s) and rehearsal(s).

18. SOUND SYSTEM:

The main sound system should be capable of providing distortion free, balanced mix to all areas of the venue at all times during the performance. The sound system should be free from any "electrical" noises or other buzzes. The sound system to be utilized for the engagement hereunder shall be sufficient to meet requirements for the performance hereunder and shall be supplied by PURCHASER at PURCHASER'S sole cost and expense.

House Sound:

- Main house console MUST have a minimum of 32 stereo inputs and outputs and it must be digital.
- House speakers and amplifiers MUST be of sufficient size and quality to provide Distortion free sound to all areas of the venue at all times.

Monitor Sound:

- Monitor console MUST have a minimum of 24 stereo inputs.
- Monitor console MUST be able to provide SIX (6) discrete monitor mixes.
- Monitor speakers MUST be of sufficient size to provide distortion free sound for all mixes at all times. Monitor speaker MUST have a minimum 15" Woofer and Horn Tweeter.
- If Separate monitor console is unavailable then the house console MUST be able to provide 5 discrete monitor mixes, inclusive of requirements above.

19. MONITOR MIX Set Up:

MIX 1: Four monitor wedges downstage center for front vocalists.

Mix 2: ONE monitor wedge to guitar player Mix 3 ONE monitor wedge in front of horns Mix 4 ONE monitor wedge to left of drummer Mix 5 to the side of the keyboard player NOTE: House engineer will be mixing.

For more information please see attached stage plots.

20. MICROPHONES:

PURCHASER to provide appropriate microphones for:

- Front Vocalists: 3 Wireless microphones, prefer Sennheiser with 945 capsules
- Bass (DI) •Keys (DI) •Guitar (SM57)
- DRUMS:
 - Bass Drum
 - Tom 1
 - Tom 2
 - Tom 3
 - Snare Drum
 - Hi-Hat
 - Overhead left
 - Overhead right

21. STAGE EQUIPMENT AND INSTRUMENTS etc.

- **Two keyboards, with one two tiered stand.** Yamaha ES8 and a XS8

• **DW Collectors** or **Yamaha Absolute Custom five-piece drum kit** (no more than 5 model years old, please.)
Drums to have new Remo coated Ambassador drum heads top and bottom.
DW hardware to include FIVE (5) cymbal stands, ONE (1) Hi Hat stand, ONE (1)
Bass drum pedal, Snare Drum (6”X14”), **Drum rug**

• **ONE (1) Bass Amplifier** David Eden WT-800 head with two David Eden 4 x 10’s

• **ONE (1) Fender Deluxe Reverb**

• **Two (2) side fill speaker cabinets**

• **ONE (1) Video Projector** and screen centered behind drummer

• 7 Black Manhasset type **Music Stands** with operational stands, lights and on off switches

• If show is in a ballroom with a dance floor. Please position dance floor away from stage so seating will be close to the front of the stage.

22. LIGHTING SYSTEM

The lighting system to be utilized for the performance(s) is to be provided by PURCHASER at PURCHASER’S sole cost and expense. Lighting system shall include, but not be limited to, the following:

- Two (2) follow spotlights with professional operators and communication to the main lighting.
Follow spots to have gel of roscolux 34 or similar flesh pink colored gel.

Stage lighting shall have a minimum of TWO (2) separate color washes in red blue and amber. One wash to be set upstage of the piano and another wash to be set downstage of the piano. All colors to be on separate dimmer controls.

• Artist will provide special “cue” sheet before engagement for reference during rehearsal and performance.

Agreed and Accepted:

PURCHASER

PRODUCER

DATED:

DATED: