

**JAY AND THE AMERICANS
CONTRACT RIDER**

This rider is hereby made part of the contract to which it is attached. By executing the face of said contract, Purchaser evidences his/her agreement to fulfill the terms contained in this rider. Purchaser's failure to execute this rider by signing it in the spaces provided below shall not release him/her from his/her obligations as set forth hereunder. Artist's Representative must approve any changes or deletions to this rider.

PURCHASER AGREES TO PROVIDE THE FOLLOWING AT NO COST TO ARTIST:

I. BILLING/ADVERTISING

1. The correct billing for Artist as follows:

100% JAY AND THE AMERICANS

2. Purchaser agrees that he will not commit the Artist to any appearances, interviews, or any type of promotional activities without prior written consent.

II. ARTIST ACCOMMODATIONS

3. One (1) private and comfortable dressing room large enough to hold twelve (12) people. Dressing room shall be clean and well-lit, and shall contain at least twelve (12) chairs, one (1) large mirror, twelve (12) large, clean, dry towels and a clothes rack with hangers. The dressing room shall be within easy access to clean, well-maintained rest rooms that are serviced by hot and cold running water and standard electrical outlets.
4. Dressing room MUST be lockable or have security guards posted at all times. Room must have a minimum of one (1) 110V A.C. outlet that is operative. Purchaser shall be solely responsible for the security of all items in the dressing rooms and shall keep all unauthorized persons from entering dressing room/backstage area.
5. Artist reserves the right to approve who is allowed in the backstage and dressing room areas.
6. Adequate parking for several vehicles including one (1) tour bus must be provided

III. HOSPITALITY

7. The following items shall be placed in Artist's dressing room at the time designated by Artist's Road Manager):

- 1) Two (2) deli trays of cold cuts, cheese and crackers
- 2) Twelve (12) cans of cold Diet Coke and Diet Dr. Pepper, Twelve (12) Cans Regular soda
- 3) Hot coffee and Tea
- 4) Minimum five (5) quarts of bottled water
- 5) Two (2) cases of 20 oz. bottled water
- 6) Assorted fresh fruit
- 7) 8 hot meals or \$20.00 per person meal allowance

IV. BACKLINE EQUIPMENT & PRODUCTION REQUIREMENTS

8. Professional backline equipment, lighting, monitor and sound reinforcement systems as specified in the attached Stage Plot and Technical Requirements, with professional technicians, stage hands and loaders. A sound check, including a vocal monitor check, will be conducted at least two (2) hours prior to performance to insure proper settings.

V. TRAVEL AND HOTEL ACCOMODATIONS (WHEN APPLICABLE)

9. Eight (8) round-trip direct airfares to the venue city as follows: six (6) from New York and two (2) from Chicago (unless otherwise specified in the attached contract). Artist must approve all flights prior to ticketing.

10. All internal ground transportation including transfers between the airport, hotel and venue. Vehicle must accommodate eight (8) people with luggage comfortably.

11. Eight (8) quality hotel rooms for night of engagement (unless otherwise specified in attached contract).

VI. INSURANCE

12. Purchaser agrees to provide accident and public liability insurance naming Artist as an "additional insured" and that it will be maintained for the duration of the term of this contract. Purchaser agrees to hold Artist harmless from any and all claims and causes of action, including injury, accident or property damage, except where such claim or cause of action is a direct result of the Artist's sole negligence.

13. Purchaser agrees to provide full insurance coverage to protect against injuries to person or property as a consequence of the installation and/or operation of the equipment provided or used by the Artist, the contracted sound company and the contracted lighting company.
14. Purchaser agrees to provide full insurance coverage for all equipment provided by Artist, the contracted sound company and the contracted lighting company against fire, theft, riot, or any other act (except Artist's sole negligence) which would cause damage or harm to any equipment.
15. The Purchaser shall provide Artist with a certificate of insurance coverage at least seven (7) days prior to the show date. However, if this certificate is not received prior to the show, the Purchaser is still solely responsible for complete insurance coverage.

VII. ARTIST GUEST LIST

16. Ten (10) complimentary tickets per show must be given to Artist. In the case of local support, no more than one comp per band member shall be allowed.

VIII. CONCESSIONS

17. Purchaser agrees that he will not sell any products identified with Artist at the place of performance or an adjacent place under his control, nor will he license third parties to do so or permit such sale by any third parties.
18. Purchaser agrees that Artist and/or his representative shall have the sole and exclusive right to the sale of all forms and types of souvenir items, including but not limited to booklets, buttons, T-shirts, programs, phonograph records and pre-recorded tapes, CD's, and DVD's.
19. Artist or his licensee shall have the sole and exclusive right to advertise, promote, disseminate and sell on or about the place of performance or elsewhere, souvenir programs, books, pictures, articles of clothing jewelry, recordings or any other articles of merchandise related in any way to Artist's performance, and to retain for Artist's account all proceeds thereof.
20. Purchaser shall provide a visible area close to the entrance or lobby of the venue in order for Artist to sell merchandise. Purchaser shall make certain that sufficient security, acceptable to Artist and Artist's merchandising personnel, is provided.

IX. AUDIO/VISUAL RECORDING

21. Purchaser hereby acknowledges and confirms that under no circumstances shall there be audio or video taping or the broadcast of any kind, via any method, means or media, of any part of Artist's performance hereunder. Any attempt to audio or video tape or broadcast any portion of Artist's performance directly or indirectly by Purchaser, his/her agents, employees, subcontractors, etc. or by any audience member or any third party, will automatically render this Agreement null and void, except that Purchaser shall remain liable to Artist for the compensation guaranteed to Artist hereunder, plus damages and reasonable attorney's fees in respect of the unauthorized taping and or broadcast.

X. SECURITY

22. Purchaser shall provide adequate number of Professional Security Officers to insure safety of Artist and Artist's equipment. Said Officers shall be stationed at all key locations, including but not limited to stage sides and front, path between stage and dressing rooms, etc.
23. Between sound check and doors opening, or at a time mutually agreeable to Purchaser and Artist's Road Manager, a security meeting will be held. At that time, all security requirements for stage, dressing rooms and merchandising must be discussed and finalized.

XI. PRESENTATION OF PERFORMANCE

24. Purchaser agrees that Artist will be held completely and wholly harmless for any damages incurred to the facility and/or its furnishings, and for any injury to any audience or staff members by any of the audience prior to, during or after the performance.
25. Artist reserves the right to approve any and all opening and support acts, as well as the budget for these acts.
26. In the case of any conflict of terms, the terms contained in this rider shall prevail over any other terms including printed, handwritten or typed terms located elsewhere in the contract. Purchaser specifically accepts all terms of this rider unless Artist waives them. Such waiver shall only be effective if initialed by both Artist (or representative) and Purchaser.

XII. MISCELLANEOUS

27. This agreement may be executed by copies transmitted by telecopiers, each of which shall be given the same force and effect as the original.

- 28. Artist shall have sole and exclusive artistic control over the production, presentation and performance of the engagement hereunder, including but not limited to the details, means and methods of the performances of the performing artists hereunder, and Artist shall have the sole right, as Artist may see fit, to designate and change at any time its performing personnel.

- 29. This Agreement may not be changed, modified or altered except by an instrument of writing signed by the parties hereto. This Agreement shall be construed in accordance with the laws of the State of New York. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performance(s) hereunder or any element thereof and wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

- 30. Any claim or dispute arising out of or relating to this Agreement of the breach thereof shall be settled by arbitration in New York, NY in accordance with the rules and regulations then obtaining of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

TECHNICAL QUESTIONS OR ASSISTANCE:

Mr. Louis (Sandy) Yaguda | sandydeanne@yahoo.com | 516.816.1952 c

AGREED TO AND ACCEPTED BY:

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ARTIST

PURCHASER

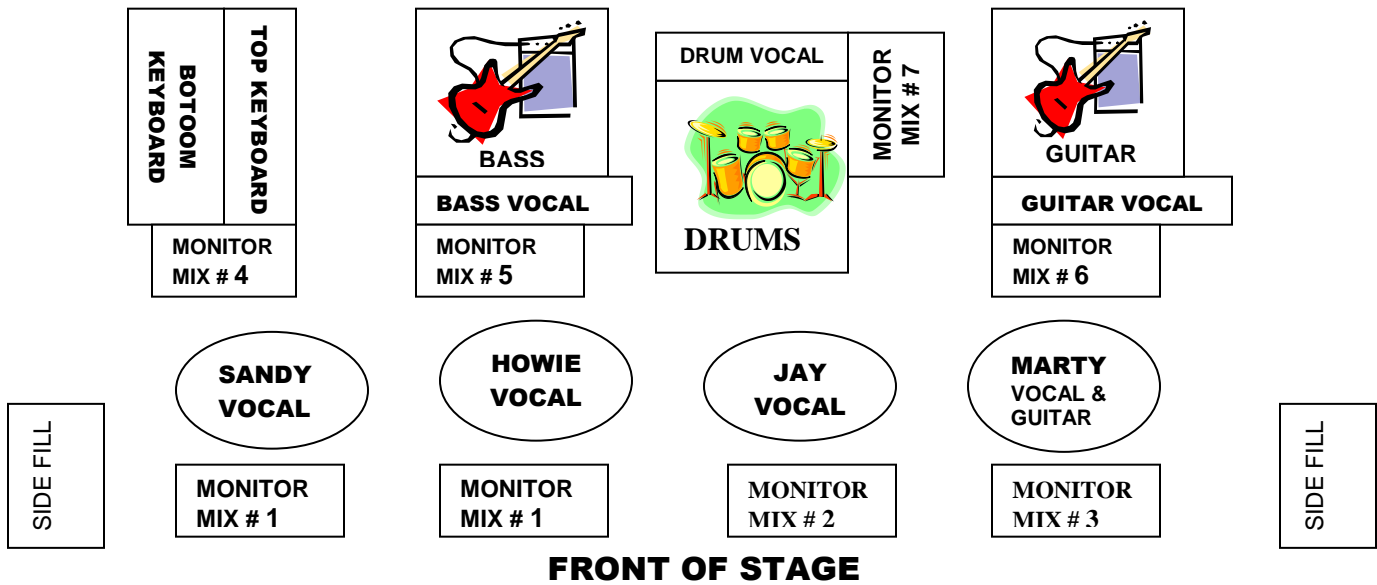
For Booking Information:

ALKAHEST ARTISTS & ATTRACTIONS, INC.

info@alkahestartists.net | www.alkahestartists.net

888.728.8989 p | 423.510.0012 fax

JAY AND THE AMERICANS STAGE PLOT



TECHNICAL REQUIREMENTS

MARTY'S GUITAR IS ACCOUSTIC /ELECTRIC AND GOES THROUGH A DIRECT BOX (NO AMP)

*** EACH KEYBOARD NEEDS A DIRECT BOX (3 TOTAL DIRECT BOXES)**

JAY REQUESTS WIRELESS MICROPHONE IF POSSIBLE.

SIDE FILLS – BOTH KEYBOARDS AND MARTY GUITAR ONLY

@MONITOR MIX #1 –ALL VOCALS UP, NO JAY VOCAL

MONITOR MIX #2 - JAY VOCAL (LOUD), NO OTHER VOCALS, SOME KEYBOARDS

@MONITOR MIX #3 - ALL VOCALS UP, NO JAY VOCAL, MARTY GUITAR

MONITOR MIX #4 – KEYBOARDS UP AND LEAD GUITAR (1/2 VOLUME)

MONITOR MIX #5 –BASS VOCAL AND HOWIE VOCAL PLUS SOME BASS AND LEAD GUITAR

MONITOR MIX #6 – LEAD GUITAR VOCAL PLUS SOME KEYBOARDS AND LEAD GUITAR

MONITOR MIX #7 – PER DRUMMER

@- IF ONLY 6 MIXES AVAILABLE MIX #1 AND #3 CAN BE COMBINED

BACKLINE REQUIREMENTS

KEYBOARDS:

- 1) One (1) Keyboard monitor or amplifier (1 x 12 each)
- 2) One (1) sustain pedal for keyboard
- 3) One (1) double keyboard stand
- 4) One (1) drum stool, with back
- 5) One (1) Roland 700 or Kurtzweil PC 88 (MX) (BOTTOM KEYBOARD)
- 6) One (1) Korg Triton OR Yamaha Motif ES or XS, any series 61keys (TOP KEYBOARD)

BASS:

- 1) One (1) Ampeg bass head with one (1) 2 x 12 Ampeg bass cabinet or comparable

GUITARS:

- 1) One (1) One Fender Hot Rod Deville 2-12 w/footswitch, or any Fender tube amp 60 watts or more
- 2) One (1) Fender Stratocaster guitar (for backup)
- 3) One (1) Acoustic/Electric Guitar (any make or model for backup)

DRUMS:

- 1) One (1) Drum Kit (DW Collectors Series or Yamaha Recording Custom preferred) to include 10" and 12" rack toms, 14" and 16" floor toms (on legs), 22" kick drum, (1) wood snare, (1) metal snare, 1 double pedal, (2) snare stands, hi-hat stand (with rotating tripod), and throne with back. DW hardware preferred. Cymbals (Sabian or Zildjian preferred) – 16", 17", & 18" crashes (thin to medium), 21" ride (medium to heavy), 14" hats (medium). 1 - MINIMUM 6' X 6' DRUM RISER

JAY AND THE AMERICANS

TECHNICAL REQUIREMENTS -

FRONT OF HOUSE

2×8 KW 'active processed' system per 1000 people.

32-channel mixer

2×31 graphic EQ

2× drawner dual gate

4× BSS dual compressor limiter

1× Roland SDE 2500

1× lexicon PCM 70

1× SPX 900 or REV 5

MONITOR SYSTEM

7× the same floor monitors active

1× drum fill

Min. 24 in 6 monitor mixer

6×31 graphic EQ



ALKAHEST ARTISTS  ATTRACTIONS