

Oh Lord productions is representing Fishbone in Europe.

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Contract and rider references please read and respect if any of the points here written is a problem contact me. I will automatically take time with you and clarify situations in order to make everyone comfortable.

Thank you Franck.

A. BILLING:

1. The correct billing for Artist to be used in all promotion and advertising is: "FISHBONE". The Artist is to receive 100% sole exclusive headline billing in all forms of display and advertising. The Artist must approve any and all supporting acts and has to approve and control their respective order of performance. EMPLOYER UNDERSTANDS THAT IT IS THEIR SOLE RESPONSIBILITY TO USE THEIR BEST EFFORTS TO PROPERLY PROMOTE AND ADVERTISE THIS PERFORMANCE. PROMOTER MUST USE APPROVED AD MATTE FOR HEADLINE DATES. IF BILLING IS ANYTHING OTHER THAN HEADLINE, ARTIST MUST APPROVE THE MANNER IN WHICH THE NAME FISHBONE IS PORTRAYED.

B. PAYMENTS & DEPOSITS:

1. All payments must be must be received by the date specified in the contract. All payments made on the night of this show **MUST** be made in CASH or ***cashiers check*** made out to **Behind Closed Doors Touring.**

2. In the event that compensation payable to Artist hereunder is measured in whole or part by a percentage of receipts, Artist shall have the right to set a limit to the number of free admissions authorized by the employer. If employer is unable to accurately determine the number of persons admitted free, the employer agrees to accept as binding a reasonable estimate made by the Artist's representative. Furthermore, employer agrees that at no time will the number of free admissions be in excess of 85 people. **Promoter/Club agrees to provide FISHBONE with Fifty (50) Guest Passes for each performance in the state of California and Thirty (30) Guest Passes for each performance elsewhere.**

3. Details of all expenses will be made available along with copies of all supporting invoices and receipts to the Artist's Tour Manager.

4. Employer hereby agrees to provide at his sole cost and expense all technical and hospitality requirements as set forth in attached rider. All sound and lighting equipment shall be made accessible to band and crew.

C. SPECIAL LAWS & ORDINANCES:

1. Prior to execution of this contract, PROMOTER shall notify ARTIST of any laws or rules covering specific regulations that could affect the performances, including, but not limited to, pyrotechnics, decibel levels, curfews, hall lighting, crowd control regulations, facility access and other performance restrictions. Such notifications should not be interpreted to imply Artist's consent to said restrictions. Consent (particularly when dealing with decibel restrictions) must be obtained from Artist in writing.

D. TICKETS & BOX OFFICE:

1. The ticket prices may not be varied without prior written approval. If any of the ticket prices are varied in any respect, the percentage compensation payable to the Artist shall be

based upon the prices set forth above, or upon the actual ticket prices, in effect, whichever is higher.

2. Tickets for radio, press, TV, record company, promoter or any other party negotiated through the promoter and/or respective party shall in no way affect the Artist's receipts in a percentage or any other situation.

3. The employer agrees that the Tour Manager shall have the right to enter the box-office and inspect the records of the employer and venue relating to the gross receipts of this engagement.

4. Promoter agrees to let Music Today to sell tickets through the official FISHBONE website www.fishbone.net

E. SECURITY:

1. Promoter guarantees proper security at all times to insure the safety of FISHBONE and crew, their instruments, all equipment, and personal property before, during, and after the performance. Promoter will provide stage security which will deny the audience access to the stage, without interrupting the performance by standing up and/or dragging the audience members on to the stage with exclusive exception of imminent danger of bodily harm to any person.

2. It is Promoter's full responsibility to provide security in all position's which the Tour Manager deems appropriate including touring vehicles, dressing rooms, back stage, the mixing board, front of stage, etc.

3. Security Manager and FISHBONE Tour Manager are to have security meeting before doors are open.

4. If security has issue with band, Security manager is to find **FISHBONE** tour manager to resolve issue. **IN NO WAY IS SECURITY ALLOWED TO PHYSICALLY OR VERBALLY ASSAULT BAND MEMBERS. SECURITY IS TO DEAL DIRECTLY WITH TOUR MANAGER ON ANY ISSUE. DO'S AND DON'TS TO BE EXPRESSED IN SECURITY MEETING.**

F. REPRODUCTION OF PERFORMANCE:

1. There will be no tape recordings, video recordings, or radio broadcasts during the performance unless prior **WRITTEN** consent of Artist's representative is received.

2. ARTIST HAS 100% CONTROL OF PERFORMANCE

G. FORCE MAJEURE:

1. **FISHBONE'S** obligation to perform engagement referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, act of GOD, riots, strikes, labor difficulties, epidemics, and any act or order of any public authority or any cause similar or dissimilar, beyond **FISHBONE'S** control.

2. Provided **FISHBONE** is ready, willing, and able to perform and has not been informed of cancellation within a reasonable period, Promoter agrees to compensate **FISHBONE** in accordance with the terms hereof regardless of act of GOD, fire, accident, riot, strike, or any events of any kind of character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.

H. INDEMNIFICATION:

1. Promoter agrees to indemnify and hold harmless **FISHBONE** and their employees, contacts and agents from and against any claims, cost, expenses, damages, liabilities, losses, or judgments arising out of, or in connection with, any claim demand or action made by any third party, if such are sustained as direct or indirect consequence of the engagement.

I. PUBLICITY & ENDORSEMENTS:

1. The name of the Artist may not be used or associated directly or indirectly with any product or service without express prior written consent of Artist. Co-promotions or co-presents with any radio, television, media, or company must be cleared with **ARTIST REPRESENTATIVE- (SILVERBACK MANAGEMENT)** in writing prior to commitment.
2. There shall be no signs, placards, banners, or other advertisement material on or near the stage during the entire performance, nor shall Artist appearance be sponsored by or in any manner tied in with any commercial product(s) or company(s) without prior consent of Artist in writing.

J. MERCHANDISING:

1. A reasonable area within the venue with proper lighting should be set aside for the sale of Artist merchandise. Terms per contract.

K. CANCELLATION:

1. Promoter agrees that **FISHBONE** may cancel engagement hereunder, at **FISHBONE'S** sole discretion, by giving Promoter notice thereof at least thirty- (30) days prior to the commencement date of the engagement.

L. LOAD IN/OUT:

1. Promoter must provide access to venue four (4) hours prior to and two (2) hours after the show. Purchaser must provide vehicle access within 50 feet of the stage for load in/out.
2. Promoter shall supply and pay for a minimum of at least **two (2) stagehands** that will be present from load-in as stipulated. These shall not be dismissed until such time as the sound check is over and must be available again from the beginning of the performance until load-out is completed. It is further understood and agreed upon that should any stagehand not be available that the Promoter shall pay the Artist at the rate of **\$100** per stagehand. This is to be paid to the **Tour Manager** on the night of the engagement.
3. **Promoter shall provide the following able-bodied, sober, English speaking stage crew:**
 - Load-in: 2 stagehands
2 loaders (2 can be used as stagehands/loaders)
 - Load Out: same as load-in
4. Lighting director shall report to **FISHBONE'S** Tour manager at load-in to review lighting schemes and hang stage backdrops.
5. Promoter or representative able to make ALL decisions must be present at the venue from the time Artist and/or crew is scheduled to arrive and shall remain until all requirements of the contract and rider are fulfilled.

M. PARKING:

1. Purchaser agrees to provide, without let or hindrance from any local authority, traffic warden, etc. sufficient parking for a full-Sized Tour Bus with trailer immediately adjacent to the venue. It is essential that all the entrances and exits, loading and parking areas, be kept clear at all times, especially in the event of snow and/or ice conditions.

N. SOUND CHECK:

1. Artist must be given a complete sound check prior to the admittance of the audience for concert. Artist shall use his full array of equipment, and shall not be required to perform under any other condition. Doors may be held in order to enable Artist to complete sound check.
2. Promoter shall provide Artist with 1(one) hour for sound check at the request of the Artist.
3. Promoter shall provide Bus Amenities (See hospitality rider attached) Bottled Water, and Assorted Beverages during sound check.
4. Promoter shall also provide a minimum of two (2) experienced sound technicians familiar with the attached specified sound system, one of which will be required to serve as monitor engineer for the band's performance.

O. DRESSING ROOMS:

1. Promoter must provide at least one large, quiet, private dressing room available from the time of load-in until load-out. This room(s) is for the exclusive use of **FISHBONE**, and should contain comfortable seating for **twelve (12)**, a large mirror, water, heating/air conditioning, private bathroom facilities and lock on the door with a key provided solely to **FISHBONE** (if a lock is not possible a security guard **MUST** be provided). There should be direct stage access and be in close proximity to a phone.

P. ACCOMMODATIONS:

1. If agreed upon: PROMOTER shall provide safe, comfortable, hotel within three (3) miles of venue. Accommodations for **twelve (12)** people, five (5) double bed hotel rooms.

Q. ARTIST PERFORMANCE:

1. **FISHBONE** shall start their performance no later than 10:30 PM on Weekdays and 11:00 PM on Weekends.
2. No more than three (3) bands shall perform before **FISHBONE**.
3. If Concert is a festival booking-
 - a. **FISHBONE** will be notified and approve set-time at least one week prior to festival
 - b. **FISHBONE** will go on no earlier than one-hour after doors
 - c. **FISHBONE** will go on no later than 1-hour prior to curfew.
 - d. **FISHBONE** will have equal festival billing.

If FISHBONE is not the headlining band.

- a. **FISHBONE** will go on no earlier than 1-hour after doors are open
- b. **FISHBONE** will be notified at time of booking of all bands playing before and after them.
- c. **FISHBONE** will be billed as 75% guest star unless otherwise notified at time of booking.

R. BUY-OUT & CATERING:

1. Purchaser agrees to provide one of the following:
 - a. Buy-out for Artist and Artist's crew, **twelve (12) people at € 20/person, a total of € 2400.00** or
 - b. Catered/restaurant meal at no cost to Artist, for twelve (12) people. Dinner must include poultry or fish unless notified before hand.
2. Please See HOSPITALITY RIDER Attached.

3. AFTER PERFORMANCE: PROMOTER shall provide 1 Large Cheese Pizza and 1 Large Everything Pizza

S. TRANSPORTATION

When Agreed upon in contract purchaser must provide the following transportation.

1. Air Transportation- Flights for **twelve (12)** to major airport closest to venue with no more than one layover. Flights must be on a major airline such as (United, American, Delta etc.) Promoter also must provide ground transportation (Private shuttle, Limo or Van Rental) from airport to venue or hotel and back.
2. Ground Transportation- A tour-bus with driver for 12-people or if agreed upon before hand a 15 passenger van with trailer for equipment. Bus or Van needs to be approved by FISHBONE before it is rented.