

DEEPER ROOTS 2008

Production Rider

SIGNATURE PAGE

This rider is to serve as an agreement between _____
(Purchaser), and Deeper Roots (Producer/Artist), as it pertains to the concert to be held at
_____. Please understand that the requirements of this rider are not
meant to inconvenience you or increase the cost of the event. This rider is designed to alert
the Purchaser as to the Artist's needs and requirements, and to answer any questions that will help make
the concert a success.

Please note and understand: Initialing any of the sections to follow indicates that you fully understand
each requirement described and will fulfill these requirements. It is understood and agreed that there are
to be no additions or alterations made to this rider without the prior written consent of the Artist.

Any material breach of this Agreement by Purchaser may cause Artist/Producer, at their sole option, to
terminate the contract prior to the day of engagement. At that point, Purchaser shall forfeit the deposit
paid to Artist/Producer as immediate liquidated damages without prejudices to further legal action by
Artist/Producer. If such breach occurs, 14 days (2 weeks) prior to the day of the engagement, the Pur-
chaser is obligated to pay the full guaranteed fee as immediate liquidated damages.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE CONTENTS OF THE
DEEPER ROOTS 2008 SOLO RIDER AND CONTRACT AGREEMENT AND ACCEPT
THE RESPONSIBILITY OF FULFILLING THE REQUIREMENTS IN EACH OF THE
SECTIONS THEREIN REGARDLESS OF ANY DELETION OR ADDITION MADE
THAT IS NOT APPROVED BY MANAGEMENT.

PURCHASER SIGNATURE

DATE

PURCHASER PRINT

Accepted

MICHAEL DOUCE for DEEPER ROOTS

DATE

DEEPER ROOTS

2008 PRODUCTION RIDER

BUSINESS

CONSTRUCTION APPLICABLE LAW

If the contract is returned with the general rider or technical rider unattached, unsigned or altered in any way, then at the Producer/Artist's discretion this contract may be canceled. The agreement will not become binding upon Purchaser until executed by an authorized agent of Producer/Artist. The sections and subsection headings contained herein are solely for convenience and are of no legal import.

PERMITS, LICENSES AND CERTIFICATES

Purchaser, at its sole cost, shall obtain all licenses, permits, certificates, authorizations or other approval required to be obtained from any union, guild, public authority, performing rights society or other entity properly having jurisdiction over or with respect of the engagement and shall comply with and fulfill all terms, conditions and covenants set forth therein. Please note that all songs performed by all artists are in a catalog of ASCAP, BMI, and SESAC.

PERFORMANCE

1. It is understood, unless otherwise stated on the face of the contract, that this agreement is based on one (1) performance.
2. It is agreed that the Artist has the right to control all aspects of the performance including, but not limited to, the production elements of other acts on the bill. This right shall include set times and lengths, house lights, sound, lighting, climate control, doors opening, sound level and security on the stage, front-of-house and backstage areas. Except for personnel directly involved with the running of the show, the stage and the immediate surrounding area will be cleared completely during the performance. This includes promoter and venue staff.
3. Arrangements should be made for all lighting not specifically needed for local safety ordinances to be extinguished in the audience area during Artist's performance.
4. Video and audio recording of any type is permitted during any Deeper Roots' performance as long as approval is obtained from Artist prior to the event.
5. Purchaser agrees that the any portion of Artist's performance shall not be used in any form or function that could be used on the internet or rebroadcast; this includes but is not limited to, live-streaming, MP3 files, etc.
6. All shows should be allowed to begin promptly at the agreed upon and/or advertised start time. Purchaser warrants and represents that all authority figures, including but not limited to, Venue Manager, Security Supervisor and Union Steward are aware of the planned start and finish time of the engagement and that any and all negotiations with regard to overtime, penalties and/or overtime shall have been completed before said performance begins.
7. It is understood that the Purchaser understands that the sound levels for this show are comparable to that of any high-energy rock show and the venue must be in compliance with all local sound ordinances. Any and all sound ordinances must be communicated to Artist before the start of the performance. Any and all fines associated with the noncompliance of local sound ordinances shall be the sole responsibility of the Purchaser.

INSURANCE

1. Purchaser agrees to provide and maintain public liability insurance coverage to protect against injuries to person or property. In addition, it is agreed that Purchaser shall have Deeper Roots named as additionally insured on insurance policy in an amount required by building contract but in no event to be less than \$1,000,000.00.

Purchaser shall supply Producer/Artist's Representative with a Certificate of Insurance showing coverage of the above at least two weeks prior to show date. This should not cost an additional amount to the Artist and is non-negotiable.

2. PLEASE NOTE: If this certificate is not received prior to the show, Purchaser is still solely responsible for complete coverage.

3. Purchaser shall further indemnify and hold Producer/Artist's Representative, its contractors, employees, licensees and designees harmless from and against any loss, damage or expense including reasonable legal fees incurred or suffered by or threatened against Producer/Artist in connection with or as a result of any claim for personal injury or property damage or other wise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the employees, contractors, or agents.

CANCELLATION

Producer/Artist may terminate this Agreement:

- Upon the death of Artist or member of Artist's immediate family or,
- If in Producer/Artist's judgment, performance of the engagement may directly expose any representative of Producer/Artist or of Purchaser, or any portion of the audience, to danger or death or injury of any kind; or
- If Producer/Artist determines performance is impossible or impractical due to the occurrence of a "Force Majeure Event" to include, but not limited to an act of God, accident, fire, lockout, strike, labor dispute, act of terrorism, failure of technical facilities, fuel rationing, dangerous weather conditions, or national or local state of emergency.

ADVERTISING AND PUBLICITY

1. NO Purchaser or agent thereof shall schedule any interview, personal appearance or meeting for Artist or band member. Artist must approve all interview requests.

2. The name, photograph or likeness of Deeper Roots or any band member shall not be used or associated with any product, company or organization other than the Purchaser, without prior written approval by Artist.

3. There should be no sign, banner or advertising material for any product, company or organization on or near the stage at any time during the performance without prior consent.

4. No individual advertising or ticket printing may contain the name or logo of any Artist product without prior written consent from Artist.

SPONSORSHIPS

Due to members of Deeper Roots' affiliation with certain sponsors, Purchaser MAY NOT COMMIT to any additional sponsors (including non-profit) on a local or national level without the expressed written consent of Artist's Management.

MERCHANDISING AND CONCESSIONS

1. If venue is handling Artist vending, contact information MUST be communicated to Artist three (3) weeks prior to concert date. The purchaser should not ASSUME that the venue is selling just because they have done so in the past. The merchandiser will attempt to negotiate flat fees or lower hall fees; if this happens, the purchaser will be notified and will be responsible for obtaining volunteers.

2. If venue is NOT handling Artist vending, then Purchaser will provide six (6) tables at least six feet (6') in length to be placed in a well-lit area near the main entrance of the venue for merchandise sales. More tables may be needed dependent on venue size. In addition, there should be adequate electrical outlets and one (1) analog phone line available within or near this area.

3. Two (2) adult volunteers (no one under the age of 18) may be needed to sell Artist's merchandise. All volunteers should be prepared to work throughout the concert. All of the merchandise sellers should arrive 2 hours prior to doors opening to assist the merchandise manager with set up. All sellers should be prepared to sell merchandise for two hours before the concert, during intermissions, and for one hour after the concert. Following the conclusion of sales, the sellers will assist in the disassembling and packing of merchandise and displays.

4. NO concession fees or percentages will be paid to the venue or representative unless previously negotiated and stated on the face of the written agreement. It is understood that hall fees will be paid to a venue representative only—it will be unacceptable to pay percentages to the Purchaser and/or Purchaser representative. Under no circumstances will Artist be held liable for sales tax. Deeper Roots pays taxes in Indiana; Any and all judicial, financial and monetary concerns will be accommodated in the State of Indiana.

5. All other terms and conditions relating to merchandising, including but not limited to acceptable hall percentages, sales tax issues and entertainers fees levied by states other than Indiana, must be discussed and approved by Artist's representative, in writing, prior to show. Any fees other than those stated on the face of the signed contract will not be accommodated. Purchaser hereby agrees that he/she will be responsible for any fees levied by halls, state tax departments, or other legal parties related to the event, that Purchaser has not informed Artist of in advance in writing.

6. Food and beverages may be sold but under no circumstances will alcohol concessions be allowed.

7. NO other sale or distribution of non-food items will be allowed in or near the concert area unless prior written consent is given from Artist.

8. All concessions requiring lighting in the concert audience area must be closed during the performance. All building and concession management should be aware of this prior to the performance.

9. It is understood that the use and/or likeness of the name Deeper Roots or any individual of the organization, for any use, is not permitted unless otherwise granted in the Rider or granted in writing from Artist (i.e: T-shirts, programs, etc.).

BILLING

Deeper Roots shall receive 100% (headline) billing, on any and all publicity releases and advertisements including, without limitation, programs, flyers, signs, newspaper ads, lobby boards, and marquees.

TICKETS/COMPLIMENTARY TICKETS/BACKSTAGE PASSES (APPLICABLE TO TICKETED EVENTS)

1. Purchaser agrees to distribute no more than twenty (20) complimentary tickets for promotional purposes without written consent from Artist's Management.

2. Prior to putting tickets on sale, Purchaser agrees to provide Producer/Artist with twenty-five (25) complimentary tickets per concert. These 25 tickets must be pulled Artist by 10:00 AM on the day of show. In the event all 25 comp tickets are not needed for this date, unused tickets will be released for Purchaser to sell.

3. Purchaser agrees to address all seating arrangements for the handicapped in compliance with the ADA Act of 1998.

4. No discrimination for reason of race, religion, sex, age, or country of national origin will be permitted or authorized by Purchaser in connection with the sale of tickets or admission or seating at the engagement.

5. Passes – Refer to SECURITY section under Technical rider.

PERFORMANCE / REPRODUCTION OF SHOW

No portion of any Artist's performance may be broadcast, recorded, filmed, photographed or taped in any form for any purpose without the prior written permission of Artist.

SETTLEMENT

Because of the travel schedule, Purchaser must be prepared to settle with the Artist immediately after the concert. Please prepare accordingly by having all the necessary receipts, paperwork and photocopies in order.

1. It is understood and agreed by all parties hereto that the fee paid herein may consist of the following (as stated on the face of the written agreement):

- A predetermined minimum guarantee. ("Guarantee") AND/OR
- A percentage of the net or gross show receipts. ("Percentage")

2. Balance of payment MUST be made as follows:

- A certified check, money order, church check or wire transfer the night of the show for the balance of the guarantee and percentages made payable to: MICHAEL DOUCE. upon settlement of the receipts and expenses on the day of the engagement. Any exceptions must be cleared in writing through Artist. For all performances outside of the United States the honorarium must be paid in full by wire transfer at least 2 weeks prior to Deeper Root's performance date.

3. With respect to performance where Producer/Artist is being paid based on percentage after Purchaser expenses (i.e. Net), the following provisions shall be in effect:

(a) Purchaser understands that the contract is calculated on the basis of estimates for total expenses received by Producer/Artist from Purchaser. A list of these estimated expenses is to be attached by Purchaser as Exhibit "A". The Purchaser further agrees that except for catering or stagehands, an increase in these expenses will not be allowed without written approval from Producer/Artist.

(b) Upon arrival on show day, Purchaser will present to the Artist a signed statement of the number and prices of all tickets sold in advance, (prior to the opening of the box office on the day of the engagement) together with all of the unsold pre-show-day tickets.

4. Artist shall have unrestricted right to enter the box office at any time before, during or after the engagement to examine and extract Purchaser's box office records to verify compliance by Purchaser with its obligations set forth in this Agreement.

5. Purchaser shall have all dead wood and unsold tickets on hand at the time of settlement for counting and verification by a representative of Producer/Artist. Producer shall be compensated for all seats for which there is not an unsold ticket on hand with the exception only of the complimentary tickets and/or sound/light kills.

6. Tour Manager reserves the right to be present at the settlement between the Purchaser and the Hall and/or Box Office. Purchaser will notify Artist as to times and locations of settlements.

7. All percentage payments and guarantee balance provided for herein shall be paid to the Artist at the conclusion of the performance.

(a) Percentage payments will be accompanied by a signed, written statement from Purchaser, together with a CERTIFIED INVOICE FOR EACH EXPENSE INCURRED by Purchaser in connection with the production of the Engagement. All expenses, including original receipts, will be compared with the estimated expenses previously furnished by Purchaser. Original receipts, which specify Deeper Roots and this date only, will be accepted as bona fide expenses.

(b) Purchaser agrees that all advertising costs will be figured on the 'net' figure, taking into account any and all agency discounts versus the 'gross' quote figure. Please have all discounts figured into the final cost prior to settlement.

(c) ALL EXPENSES IN EXCESS OF EXHIBIT "A" WILL NOT BE INCLUDED IN THE EXPENSES ATTRIBUTABLE TO THIS ENGAGEMENT FOR THE PURPOSE OF CALCULATING THE PERCENTAGE AND WILL BE, THEREFORE, PURCHASER'S SOLE RESPONSIBILITY. Any exceptions for overage must have prior written approval from Artist.

(d) If the actual aggregate paid expenses relating to any of the costs contained in the contract expense sheet hereto total less than estimated, then the expenses used to calculate the Percentage will be the actual costs as established to the reasonable satisfaction of Producer/Artist's auditor based on the books, records, and paid bills maintained by Purchaser in connection with the engagement. Under no circumstances will the estimated expenses be increased without prior written approval from Producer/Artist.

8. Excluded Expenses - Artist will disallow the following non-standard line item expenses:

(a) Projected damages to venue.

(b) Actual damages to the venue or to the surroundings (other than those caused directly by and as a result of actions of Producer/Artist's members, staff or crew.)

(c) Any expense for foreign customs clearance, work permits, union dues, duties or tax consultancy.

(d) Any expenses for Purchaser's "Stage Manager", "Manager", "Production or Promotion Consultant", whether or not that person is an employee of the Purchaser or an independent contractor retained only for services provided for this show.

(e) Travel — promoter, stage manager, production manager, consultant, etc. - these expenses will not be allowed.

(f) Any item defined as "general operating expenses" which shall include but not limited to: promoter office, phone, fax, long distance, or local promoter production representative.

(g) Direct Mail — expenses that include "group" or "gang" mail pieces that advertise multiple concerts will require an affidavit of all expenses and shall demonstrate costs equally shared by artists.

(h) Local crew — if Purchaser departs venue before load out is completed, no additional fees on local crew will be adjusted beyond original settlement.

HOTELS

A total of six (6) non-smoking, double hotel rooms will be required unless otherwise designated. Reservations SHOULD NOT be made until speaking with Michael Douce to confirm travel plans to your event. All reservations should be made with major hotel chains such as Marriott, Hilton, Wyndham, etc. All hotels should have a restaurant within reasonable distance and high speed internet connections in each room. Michael Douce will advise on check-in times and reservation names. These rooms will be at the expense of the Purchaser.

TECHNICAL

1. Sound System

Purchaser agrees to provide, at his sole cost, a high-quality and professional sound system with a single competent and English speaking technician who will be available from load-in to load-out. The technician will work under the direction of Artist's Sound Engineer (Heather Symons) and assist in any necessary capacity. The sound system must include amplification and cabinets suitable to the venue size and must be capable of delivering undistorted signal at 105dBa from 20hz to 20Khz at the front of house position. In the event that the Artist does not bring a Sound Engineer, the Purchaser will be responsible for providing a suitable technician with demonstrated knowledge of the venue and the equipment. When traveling with Sound Engineer, she is expected to have exclusive control over sound system as well as all processing and patching during Artist's performance without interruption or restriction.

Artist and representatives will have control over entrance and exit music associated with the performance. Any announcements, presentations or otherwise must be cleared with Artist's Sound Engineer prior to the performance.

If the Artist is performing as a supporting act, the above paragraph will be negated by headlining artist's requirements.

FRONT OF HOUSE

NO BEHRINGER GEAR IS ACCEPTABLE AT ANY TIME

16 Channel Minimum Console with 4 VCA and 6 Aux Channels.

(Mackie ONYX 1640, etc.)

2x32 Band Stereo Equalizer (Ashley preferred)

6 x Channels of Compression (dBx, Aphex)

2 x Lexicon MX200 Reverb/Effects (or similar)

MAIN PA

Cabinets and bass bins should be of high quality and maintenance. They should be arranged to provide maximum coverage for all areas of the venue. Cabinets that are not properly positioned will be moved at the discretion of the Artist and the Artist's Stage Technician. JBL, EAW, etc. are preferred. Behringer or Yamaha are NOT acceptable. Amplification is to be provided by Crown, Crest or QSC amplifiers. They should be well maintained with no noticeable clipping.

MONITORS

As it is likely that monitors are run from front of house, it will be expected that the number of available auxes will compensate for 4 independent mixes.

6 Bi-Amped wedges capable of outputting nominal low end (1 15" Driver and 1 Horn preferred)

1 Powered Drumfill with at least (1) 15" and 1 Horn (Drummer likes to be able to control volume)

4 Channels of clean EQ for each monitor output

Depending on the venue size, Full Range Sidefills may be required. These should be available for use at the Artist's Discretion

Please clear all equipment with Michael Douce or Heather Symons no less than two weeks prior to the event. These requirements can be negotiated, but adhering to them will make for an easy and stressless event for all.

MEALS

The following list are suggestions but should be considered the minimum provided if there is no planned meal. Deeper Roots enjoys sharing time with all who are in attendance, and welcome having a meal together. As we are on the road quite often, the opportunity to have home cooked food is always a plus. There will be a total of 12 people eating.

Beverages

Assortment of Gatorade, Powerade, Juices, and Bottled Water.

(1) Cooler of Ice

Food

(1) Vegetable Tray with dips

(1) Deli Tray with condiments and breads

(10) Assortment of Little Debbie/Hostess Snack Cakes

(10) Assortment of Candy Bars

(1) Bag of Beef Jerky

(1) Supreme Pizza (Papa John's preferred)

Misc

Plenty of cups, plates, forks, napkins, etc.

EMAIL: booking@deeperrootsband.com

PHONE: Michael Douce - 614.327.2729