

Landau Eugene Murphy, Jr.

CONTRACT RIDER

This rider attached hereto and made part of this contract dated ____/____/____ between **LEM TOURING INC.** (hereinafter "**ARTIST**") and _____ (hereinafter "**PURCHASER**") for an engagement at:

VENUE _____

LOCATION _____

DATE _____

1. RIDER

The items requested in this rider are necessary in order to provide the best possible show for the PURCHASER.

2. CONTRACT

PURCHASER warrants that he/she has the right to enter into this contract and is of legal age. PURCHASER shall initial each page of this rider and understands that in the event of a breach by the PURCHASER of any terms of this contract, ARTIST shall not be required to perform.

A. All payments by PURCHASER to ARTIST are required to be made under and pursuant to this agreement. If this is not done, ARTIST may cancel the performance and will still be entitled to all payments including percentages, if applicable, unless prior arrangements have been made in writing and agreed upon by the ARTIST or ARTIST'S REPRESENTATIVE.

B. In cases where ARTIST is being paid on a percentage basis, PURCHASER agrees to deliver to ARTIST'S designed representative, prior to performance, a notarized printer's manifest of the house (notarized and signed statement from the printer of the tickets, listing amount of tickets printed on each price). PURCHASER further agrees to have all unsold tickets on hand at place of performance, night of show, for counting verification by ARTIST or his representative. ARTIST shall be compensated for the difference between the number of unsold tickets shown by ticket manifest without regard to the actual number sold less complimentary tickets approved by ARTIST or his representative. If PURCHASER violates any of the above stated stipulations, it shall be deemed that PURCHASER has sold a ticket for each seat at highest ticket price.

C. PURCHASER may not sell tickets for seats located where stage and equipment on stage obstructs normal eye-level viewing of ARTIST'S performance, unless location of seat is clearly indicated as "OBSTRUCTED" on ticket. ARTIST'S manager must pre-approve sale of obstructed tickets.

D. Any balance due on a percentage computation of Gross or Net will be paid immediately after the closing of the box office. At the time of percentage computation of Gross or Net, a ticket printer's manifest from bonded ticket printer and a detailed box office statement will be given to ARTIST or ARTIST'S REPRESENTATIVE. Expenses previously approved by ARTIST or ARTIST'S REPRESENTATIVE incurred by PURCHASER in representing this show must have documentation of bills (receipts, canceled checks, etc.).

E. The above described box office statement may also be required by ARTIST even in situations where compensation does not include a percentage participation.

3. CONTRACT ALTERATION

A. It is hereby understood and agreed that the PURCHASER shall not add to, delete from or make any alterations in the contract or rider without prior communication and written agreement from ARTIST REPRESENTATIVE.

B. This agreement cannot be assigned to any other person, firm or corporation.

C. Under no circumstances will the venue be changed or moved without written consent of ARTIST or management. Any attempt to violate this provision will be considered a contract alteration.

4. ADVERTISING

In addition to matters covered in the contract, there shall be no radio station or any other party presenting, welcoming, promoting, co-promoting or sponsoring above engagement without MANAGEMENT'S express consent. Such request considered on a case-by-case basis.

5. SECURITY

PURCHASER will provide adequate security (competent and sober) to protect ARTIST, ARTIST'S band and crew, equipment and vehicles. Security shall be available at Meet and Greet. Security will have radio contact with front of house, sound booth, box office and production office.

6. MERCHANDISING

A. ARTIST reserves the right to sell souvenirs, books, photographs, record albums and tapes, tee shirts, and other souvenirs and concessions. No commission shall be paid to PURCHASER AND/OR VENUE on such sales.

B. Autograph/merchandise sale area to be located in a prominent position supplied with a minimum of three (3) 3'x10' skirted tables and 4 chairs. Area should be a minimum of 10'x30'. This area is reserved for sale of ARTIST'S merchandise only.

C. Any usage of artist name or likeness of ARTIST'S name or logo for a festival shirt or any other event merchandise must have prior permission of Artist's management.

D. ARTIST reserves the right to sign merchandise, pose for fan photos, etc. at merchandise area after performance. In that event, Purchaser must

provide adequate security to move ARTIST from backstage area to merchandise area immediately following performance and stay with ARTIST in merchandise area unless released by tour manager or merchandise manager.

7. INTERVIEWS/PERSONAL APPEARANCES

All media requests must be approved by Allen Media Strategies, Burke Allen (703) 589-8960 burke@allenmediastrategies.com.

8. MEET AND GREET

Meet and Greets are to be considered on a date-by-date basis. All related requests must be requested through and confirmed with management. Buyer agrees to advance and address all aspects of the meet and greet with the tour manager 7 days prior to show date. Unless prior approval by management, meet and greets should be limited to 20 persons maximum.

Cancellations are at tour manager's discretion for such reasons as illness, safety issues, or inadequate facilities. Meet and Greet and media requests coordinated by management.

9. VIP CONCERT EXPERIENCE

ARTIST has option to host a VIP Concert Experience prior to or after performance, which may include a private meet & greet prior for a maximum of twenty (20) VIP fans or media contest winners. VIP meet and greet/show tickets may be made available exclusively through ARTIST'S website or special promotion. The location of the VIP event will be determined when advancing the show with ARTIST'S road manager.

10. PRODUCTION OF PERFORMANCE

A. No portion of the performance rendered hereunder may be broadcast, recorded, filmed, taped or embodied in any form for any purpose without ARTIST'S MANAGEMENT'S prior written consent. PURCHASER will deny entrance to any persons carrying audio or video recording devices without limiting in any way the generality of the foregoing prohibition. It is understood to include members of the audience, press and PURCHASER'S staff. In the event that purchaser, his or her agents, servants, employees, contractors, etc., reproducer cause to be reproduced ARTIST'S performance in the form of film, tapes, or any other means of audio or video reproductions, upon demand by ARTIST, PURCHASER shall deliver all of the same (together with any and all master, negatives, and other means of reproduction thereof) to ARTIST'S MANAGEMENT at PURCHASER'S sole cost and expense.

B. PURCHASER agrees not to commit ARTIST to any personal appearance, interview, or other such promotion without prior consent of management. Approval must be made in advance, prior to arrival, for any and all taping of news footage, etc., by any and all media.

11. DRESSING ROOMS

PURCHASER shall provide the following dressing rooms (may vary depending on size of band and venue):

1 ARTIST ROOM

1 PRODUCTION/TOUR MANAGER OFFICE/DRESSING ROOM

1 BAND ROOM Appropriate for up to 10 band members

1 BAND ROOM (smaller) for any female backup singers or musicians to change

1 LARGE MEET & GREET ROOM (does not require shower or restroom)

Please have Meet & Greet room close to artist dressing room; this can also be utilized as dining area/green room where appropriate.

Each dressing room must conform to the following standards and requirements:

A. Dressing rooms will be clean and ready for occupancy at stage call.

B. Each dressing room to contain private and well-supplied toilet facilities with hot and cold running water.

C. ARTIST dressing room must be equipped with a clean shower. PURCHASER must make every effort to supply.

D. Each dressing room will have a minimum of two (2) electrical outlets.

E. Three (3) hand and bath towels will be in ARTIST'S dressing room.

F. Dressing rooms to have properly working heating and air conditioning systems. Please adjust climate controls prior to ARTIST and production arrival so that the temperature is comfortable at time of arrival. Each dressing room will contain lighted makeup mirror and full-length wardrobe mirror.

G. Each dressing room to contain a garment rack and hangars for suits, dresses, etc.

H. Each dressing room to contain trashcans. No ashtrays.

I. Chairs are to be provided: Three (3) for ARTIST, Ten (10) for band dressing room. Two (2) for Tour Manager/Production Office, Two (2) for female dressing room.

J. Dressing rooms are to be lockable or secure and keys or key codes shall be given to ARTIST'S Tour Manager upon arrival.

K. Please supply 10 or more clean stage towels, to be left by monitor console.

12. GROUND TRANSPORTATION

PURCHASER will provide ground transportation with driver(s) for ARTIST, band, and crew to and from interviews, venue, hotel/motel, airport and from any location within reason to obtain equipment or supplies necessary for ARTIST'S performance or as required. Driver must have good knowledge of how to get around the local area and speak fluent English.

13. COMPLIMENTARY TICKETS

A. PURCHASER agrees to provide ARTIST with a minimum of twenty (20) complimentary tickets per performance. B. Provision for Artist VIP CONCERT EXPERIENCE: Artist shall be provided twenty (20) complimentary tickets per performance for VIP meet and greet if applicable.

14. TICKETS/BOX OFFICE

A. The specific capacity of the venue, as well as the ticket price breakdown and gross potential shall be clearly printed on the face of the contract when applicable due to ticket split as part of artist's compensation.

B. It is agreed that if there is any change from the stated ticket price on the face of the contract and the price actually charged, ARTIST will receive ONE HUNDRED PERCENT (100%) of the difference between the ticket prices on the face of the contract and that actually charged.

C. When ARTIST'S fee includes a percentage of bonus amount or over the contract guarantee, a detailed box office statement is required and shall be presented to ARTIST'S tour manager during the settlement.

D. When show goes into percentage ARTIST'S tour manager will count heads to verify accurate figure.

E. PURCHASER may not report show gross to any trade publication unless show grosses at least 70% of the House unless given written permission by ARTIST'S representative.

15. PARKING

PURCHASER must provide adequate secured parking spaces with stage access for vehicles of artist, musicians and production crew.

16. TECHNICAL REQUIREMENTS FOR L.E.M. TOUR

All technical aspects of show must be advanced with Production Manager: John Griffiths via phone at 606-922-0380 or via email at john@studimo.com at least 30 days prior to performance.

Purchaser must provide a minimum of 4 able-bodied stagehands available for load-in/load-out, and one runner with a car/driver's license available from load-in until end of performance in instances where LEM Tour is providing production.

In the event that L.E.M. Tour is to provide FOH PA system, purchaser shall provide 2 additional stagehands with riggers when required.

STAGE REQUIREMENTS

A. Stage size is to be a minimum of 40ft wide by 30ft deep by 48 inches high unless otherwise advanced with production manager. Please have the stage area clean at the time of production arrival.

B. The stage is to be a minimum of 6 feet from the back wall (if indoors) with a suitable backdrop for venue.

C. At both upstage corners of the stage there should be a set of quality built stairs attached and with lighting. Artist will not use “makeshift” stairs.

D. All outdoor stage shows should have a covered top. All rooftops should be LOAD BEARING. In the event of an outdoor show, proper covers should be provided to protect all stage, band gear, sound, and lighting equipment from bad weather.

E. House mix position and monitor mix position must be covered and protected from inclement weather with work lights. Please have tarps available.

F. House mix position must be centered in the audience no more than 100’ from the stage for large capacity venues. Please advance mix position for smaller venues.

G. Purchaser must provide adequate space for stage monitor world position on stage left.

H. An acoustic grand piano 9’ Steinway or Yamaha is preferred when available, tuned in advance of sound check. Please advise if not available.

I. Purchaser must provide a riser package for the stage band, and 10 banquet chairs for musicians. The L.E.M. Touring Inc. contracted production company is capable of providing riser package for the stage band if venue cannot provide for an additional fee. Rails and steps for risers must be provided for the safety of the performers.

17. POWER REQUIREMENTS

Sound/Lighting power should be isolated. Generator power IS acceptable.

Sound: One (1) Supply of 3ph 208v 200a

Lighting: One (1) Supply of 3ph 208v 200a

A. AUDIO POWER: LEM Tour requires an electrical distribution system with all necessary breakouts and cables for on stage power and monitors. Distribution for FOH PA should be provided when needed.

B. LIGHTING POWER must be provided from a different service or generator than the sound system power.

18. SOUND SYSTEM REQUIREMENTS

FOH Console: Yamaha CL5. The LEM tour is capable of carrying a Yamaha CL5 on non-fly dates, and can provide at an additional fee if not provided.

The LEM Show requires a professional, high definition sound reinforcement system. This system shall be in perfect working order and totally free of noise or distortion.

SYSTEM REQUIREMENTS

House system must be capable of producing 115 Db at FOH mix position. A stereo 4-way system utilizing front and balcony fills as necessary to cover the venue. A 1/3/band equalizer will be required for each zone.

Speakers: Line Array with system processors in order of preference: Adamson, JBL VTX, Meyer, VDOSC, D& B. Subs should be floor stacked.

- Adequate RMS wattage to cleanly drive the above speaker systems to manufacturers rated output specifications.

- All amplifiers and crossovers identical in make.

- A competent sound engineer should be available to FOH knowledgeable of specific system for entire sound check and performance.

HOUSE SOUND CAN BE PROVIDED BY LEM TOURING INC. AT AN ADDITIONAL FEE IF PROMOTER IS UNABLE TO MEET ABOVE REQUIREMENTS. WILL BE DETERMINED DURING SHOW ADVANCE.

If there are any concerns, contact Production Manager John Griffiths right away: (606) 922- 0380 john@studimo.com.

19. MONITOR SYSTEM

Monitor system will consist of all monitors, monitor console, splitter and snakes. Monitors should be bi-amped; see stage plot for specs. The microphone package should consist of mics, mic stands and all cables. The LEM Show is capable of carrying a monitor system for an additional fee.

We recommend the promoter/facility provide 60 minutes "house music" that is suitable for the type of event. Do NOT play songs from artist's CD's or other vocals by Frank Sinatra, Dean Martin or songs with vocals similar to what you would expect in the LEM Show. Production also reserves the right to provide house music.

20. LIGHTING REQUIREMENTS

On most dates, tour does not provide a Lighting Director. Please provide a Lighting Director that is creative and has experience/taste in running lights for musical acts.

- A. Adequately flown truss or lights on battens or ground supports for a minimum of 24 lights front and back. Four-color wash consisting of: 80 Blue, Red 26, Amber 21, Lavender 58 or comparable color.

- B. Minimum 1 high power follow spot and operator, with intercom to LD

- C. LD must be confident and knowledgeable of console as well as creative.

- D. Dimming System of at least 24 Dimmers and console with 24 sub masters.

- E. LD should have intercom to monitor board operator.

LIGHTING CAN BE PROVIDED BY LEM TOUR IF NECESSARY FOR AN ADDITIONAL FEE, TO DETERMINED WHEN ADVANCING THE DATE.

21. VIDEO

Please advance if video camera or screens will be used for ANY reason; any performance footage must be provided to Tour Manager at conclusion of show on DVD or flash drive.

22. MEAL AND CATERING RIDER

LEM'S DRESSING ROOM

6-Bottles of water (room temp)

Hot Water for Tea (minimum 4 cups)

Tea bags - Earl Grey or similar and assorted herbal tea bags

2 clean Coffee Mugs (non-plastic) ceramic

2 Lemons, knife

1 Honey Bear or small Honey Jar

1 small fruit tray-must include seedless grapes

6 regular and diet colas on ice; please include 3 cans of Orange Crush (non diet).

1 bucket or cooler of ice, sleeve of cups

23. BAND DRESSING ROOMS

1 - TOUR MANAGER/PRODUCTION OFFICE

6 - Water with ice

6 - Assorted Diet Colas (Please include Coke Zero, Diet Sprite or Diet 7Up)

2 - BAND DRESSING ROOM

1 - Case bottled water

1 - Bag of Ice or ice bucket.

1 - Sleeve disposable cups

1 - deli tray adequate for up to 10 musicians

32 - Assorted diet and regular soft drinks (Please include Coke Zero, Diet Sprite, Sierra Mist, or 7-Up)

3 - FEMALE SINGER DRESSING ROOM (if being utilized)

6 - Water w/ice

4 - Diet Cola

MEALS: (Times to be determined during advance per event)

All meals must be provided at the venue. If hot meals are not available please make other arrangements with the tour or production staff.

Lunch	Up to 6 people (hot sandwiches, burgers, soups, soft drinks, water)
Dinner	Hot meals for up to 20 people, consisting of one meat entrée, a minimum of two vegetables, bread (white and wheat), desserts and a variety of non-alcoholic beverages.

UPDATED 01/26/17

BA

Please have 3 large pizzas delivered to band's dressing room (1 pepperoni, 1 cheese, 1 sausage) within 10 minutes of end of show, as load out and meet n' greet will often be very lengthy.

Please leave lunch service and dinner service up as long as possible for tour personnel who were unable to eat at scheduled time. Drinks should be provided throughout the day for stage crew and band.

-Meal Buy out option: \$15 per head/Lunch, \$20 per head/Dinner

24. LODGING

Lodging must be three star or above. Rooms will be provided at a minimum the night of the show including one king for **ARTIST**, one king for Tour Manager and 8 doubles for musicians/production crew (TBD). Please request late check in/late check out on rooms.

Contract not considered completed until rider executed fully. We look forward to working with you on a terrific performance!

AGREED TO AND ACCEPTED BY:

PURCHASER

DATE

LEM TOURING INC.

DATE