

# KALIMBA CONTRACT RIDER

## A. PAYMENT

CONTRACT RIDER to contract dated \_\_\_\_\_ between Kalimba LLC (hereinafter referred to as "Artist") and \_\_\_\_\_ (hereinafter referred to as "Operator"). This rider is deemed necessary by Artist in order to make his presentation as effective as possible. It is essential that you read it very carefully and comply with all of its provisions. In the event that you have any questions regarding any of these provisions, please immediately contact Artist's representative:

ARTIST REPRESENTATIVE Chris Siegmund Kalimba LLC 32542 41st Avenue SW Federal Way, WA 98023 (253) 334-9044 bookings@kalimbaband.com

**The following shall be deemed incorporated in and made part of the Agreement to which it is attached.**

### A. PAYMENTS AND TICKETS

1. All Performance Fee payments by the Operator to the Artist must be made by cash, certified or bank check, or university check in U.S. currency. There can be no exceptions. Make check(s) to Kalimba LLC. Kalimba LLC is a Washington State Corporation, Tax ID: 45-3993550
2. In cases where Artist is being paid on a percentage basis, Operator shall deliver to Artist's Representative at least two (2) weeks prior to the date of performance a plot plan and printer's manifest of the house. Operator shall have on hand at the place of performance on the night of performance all unsold tickets. Artist shall be compensated for the difference between the numbers of unsold tickets on hand and shown to his representative, and the number of tickets as shown by the ticket manifest. A written box office statement certified and signed by the Operator, will be furnished to the Artist by intermission. There shall be no multiple price tickets printed (e.g. one price for tickets bought in advance and a different price for tickets bought at the door on the same ticket). Additionally, Artist reserves the right to conduct a head count of the audience.
3. If there is an assessment of tax by any taxing authority on Artist for any moneys earned during the performance, said tax is to be paid by Operator. If there are Agent fees/commissions said fees are to be paid by the Operator independent of the Performance Fee. It is fully agreed and understood that no deductions whatsoever are to be taken from the Performance Fee contract price or from any percentage hereunder earned.
4. Operator shall provide Artist with complimentary tickets per show upon request. Any reductions MUST be cleared with Artist before date is booked. If no changes are made before booking, then regardless of any representations made by Operator, the aforementioned arrangement applies and will be expected. Members of supporting media (press, TV and radio) shall also be admitted free of charge and operator agrees to communicate to the Artist.
5. No portion of the performance hereunder may be photographed, broadcast, recorded, filmed, taped, or embodied in any reproducible form of such performance and Operator agrees that it will not authorize any such recording without prior verbal or written consent of the Artist. Operator will deny entrance to any person(s) carrying tape or video recording equipment (except those authorized by Artist). Without limiting in any way the generality of the foregoing prohibition, it is understood to include members of the audience, press, and Operator's staff.

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## **B. TECHNICAL**

### **1. STAGE**

1. Stage area shall be a minimum dimension of 24ft. wide by 16ft. deep and with the exception of essential personnel and equipment directly connected with the performance, must be kept free and clear of all people and equipment during the Artist performance.
2. The stage will be provisioned with the appropriate number of AC power consistent with the typical backline and technical equipment required to support the Artist performance.
3. Stage build-out:  
Stairs will be provided at Stage L and Stage R

### **2. BACKLINE**

**See attached Backline Rider if required by contract**

### **3. SOUND SYSTEM**

1. A SOUND CHECK IS MANDATORY. During the performance the sound will be mixed by a representative of the Artist who is to have complete control of the house mix. A house electrician and engineer must be available throughout the entire sound check and performance. The sound system must be operable at least 3 hours prior to doors opening and available for sound check. IMPORTANT: All monitors and speakers must be tested and tuned, all mics and mic stands must be set up, ready for placement and connection prior to the band's load-in. There is (attached) a detailed stage plot and mic chart allowing staff to set up the stage sound support without the band present. Artist needs a minimum of one (2) hours of fully functional stage for reviewing monitors and FOH house sound checks ending no later than one half hour (30 minutes) before doors open. Due to the unique sound requirements of KALIMBA it is absolutely mandatory that, no matter what the circumstances of the concert are, a full monitor check will be provided. The performance will not begin until the band is fully satisfied with the monitor mix. If a full monitor check cannot be so provided, then this contract cannot be completed and the engagement will be considered cancelled by Operator and no deposit paid by Operator will be refunded. The monitor check will be at the sole direction of Chazz Thomas Smith. The sound check sequence must be as follows:

- a. Before load-in, sound company personnel shall conduct a room tuning and calibration utilizing methodology of the sound contractor and audio engineer's choosing order to obtain as close to a flat response as possible.

- b. The sound check will be conducted by the Kalimba band leader Thomas Smith (Chazz) and assisted by the Kalimba Tech/Audio Engineer Greg Hearn.

2. If an opening act sound check following KALIMBA, they must not use the channels previously assigned to KALIMBA, and all other settings MUST be marked and returned exactly to those set at the KALIMBA sound check. The channels assigned to KALIMBA must be MUTED, (not turned down) at the console. Levels must remain EXACTLY the same as at sound check. Please ensure that all audio and production personnel are fully aware of this.

3. If more than 50% of the console channels must be shared with another act or acts with dissimilar instrumentation to that of KALIMBA, then another house console should be

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provided for this purpose. The same is true with monitor console sharing. This requirement does not apply to festival venues. If in doubt, please consult with KALIMBA's sound representative: Michael Cole (253-341-9128) (michaelcole@kalimbaband.com) Greg Hearn (253-691-5689) (greghearn@kalimbaband.com)

This requirement does not apply if Operator can demonstrate a console with fully Automated Recall **It is vital that copies of the rider and the attached stage plot and input list diagrams be provided for the sound and stage personnel for their director to have at all times during the sound check.**

4. A concert sound system of sufficient size, sophistication and quality to deliver to all members of the audience an amplified blend of Artist's music (including all instruments) free of distortion, feedback, and extraneous noises to the satisfaction of the Artist or Artist's representative. Said sound system must consist of the following:

**a. House Console (professional series only)**

A minimum of twenty-four (24) low impedance inputs and four (4) post fader effects sends. Yamaha, Midas, Soundcraft, Allen & Heath, BSW (equivalent to or better) are preferred. No old consoles, second-hand, modified or marginally working and/or dated equipment are to be used. Each channel must have:

1. Pre-fader level metering -Cueing -Mute
2. Fully adjustable input attenuation
3. Fully parametric equalizers (highs, high mids, low mids, bass)
4. Low-cut filter (preferably with adjustable frequency)
5. Patch point or access for compressors & additional processing.
6. Output assignment to a minimum of four (4) sub-masters, eight (8) for stereo systems. Each sub-master shall also have patch points available.
7. Ability to go direct into mix
8. A minimum of four (4) post-fader effects sends (please also refer to fold-back monitor situations, below.)
9. A professional quality one-third octave graphic EQ for house mix (two for stereo setups).

**b. Microphones Mic Stands and Direct Boxes**

The client house sound company shall provide all microphones, microphone stands direct boxes and other interface/patching components of high professional quality as required, unless specified by the Artist. (See attached input list)

**c. House Power Amps and Speakers**

House system shall be a minimum of a 3-way active crossover with a minimum of 2500 watts of power into 8 ohms (more power provides better tone and is not used for increased level unless necessary), or if venue has less than 250 seats, 1200 watts into 8 ohms.

**d. Monitor Console (This requirement is in effect only if Kalimba utilizes traditional monitoring system – non in-ear)**

A minimum of thirty-two (32) inputs mixable in any combination to a minimum of six (6) discrete monitor sends with reverb. Each channel shall have:

1. Fully adjustable input attenuation
2. A minimum of three (3) band parametric EQ
3. Mute capability
4. One (1) effect send for reverb Each monitor shall have:
  1. A 1/3 Octave Graphic EQ
  2. A minimum of 200 watts into 8 ohms

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**e. Monitor Speakers (Kalimba typically performs with in-ear monitors, side fills are always used, floor wedges are only used when in-ears are not or a guest vocal is present)**

Eight (8) matching floor wedge monitors (TOAS, PAS, LPM2's are preferred) capable of handling 200 watts into 8 ohms. (A minimum of Four (4) monitors is required.) Two (2) side-fill monitors (full range), Must have ability to function as a Bottom, midrange and high frequency driver full range crossed over or equivalent speaker

**f. Monitor Engineer (Kalimba travels with its own monitor mix engineer)**

Monitor Engineer shall have a clear and unimpeded view of the performers.

IF MONITOR CONTROL WILL BE FOLDBACK, the house board must be capable of eight (8) pre-fader monitor mixes (Four (4) minimum). These sends must not interfere with or limit the necessary two (2) effects sends. Amps and EQs for the monitor cabinets must also be present.

*PLEASE NOTE: Room acoustics and capacity will modify mic'ing and power requirements. Requirements given above are for normal situations. Chambers with extraordinary acoustics or that are small will reduce the need for such thorough mic'ing of the drum kit. If either of these situations apply to this performance venue, please contact sound representative: Michael Cole (253-341-9128) (michaelcole@kalimband.com) Greg Hearn (253-691-5689) (greghearn@kalimband.com)*

## **E. Lighting System**

1. Lighting system shall have a minimum of fourteen (14) specials, four (4) (including 2 white) on each lead vocalist, two (2) for keyboard, two (2) for horns, two (2) for drums, and enough color washes to provide a well-lit stage. Specials should be used to highlight individual musicians when they solo, as well as general washes, preferably dramatic colors and orientations. Requested gels are: red, violet, amber, blue, green, yellow. The show needs intense colors shifting gradually throughout. A Lighting Cue set list for lights engineer has colors specified for each tune and will be given to engineer before the show. Spot lights will be indicated in Lighting Cue.

2. Lighting console shall have a minimum of fourteen (14) channels of fader control with eight (8) manual presets.

3. Lighting console shall be placed near house console for adequate view of stage unless another location is already resident.

4. Means of communication between house sound engineer and lighting engineer is appreciated.

## **F. ELECTRICAL REQUIREMENTS**

1. Power for sound and lights shall be adequately isolated and on separate main feeds.

2. All power shall be adequately grounded to avoid noise and damage to equipment and to avoid injury to crew and performers.

3 Power for stage shall consist of at least four (4) circuits of fifteen (15) amps each.

4 A minimum of four (4) outlets of AC power (120v circuits) and four (4) 4-way boxes must be available on stage for Artist's electrical equipment. If power conversion is required a sufficient number of the proper converters are required.

## **G. STAGE HANDS**

1. A minimum of two (2) stagehands are required for load-in and load-out.

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1. Two (2) large dressing rooms with bathrooms for the sole use of Artist. All dressing rooms must and be accessible to Artist from load-in to load-out and include:

1. Clothes Hanging Racks (2)
2. Iron and ironing board

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## **C. HOSPITALITY RIDER**

### **A. FOOD**

1. If the venue is at a location where restaurant level food is not available, the Artist prefers the following to be provided in Artist dressing room at the time of load-in. Bottled water; Assorted Juices; Coffee (sugar + cream) Sodas both diet and regular Assorted finger food (ex: vegetable platter, sandwiches, chips/crackers/dip, fruit, muffins, bagels)

2. If the venue is at a location where restaurant level food is available, the Artist prefers to have meal vouchers (for an average priced meal) for 12 people provided.

### **B. SECURITY**

1. The Operator agrees to provide proper and sufficient security at all times in insure the safety of the Artist's person and equipment while they are in the venue. Security must also be provided at the dressing rooms.

### **C. BILLING**

1. Billing on all advertising and publicity for this performance shall be as follows:  
"KALIMBA - The Spirit of Earth Wind and Fire" a. The "KALIMBA" 'Fire Letter' name banner (horizontal or vertical) shall be used in print media; b. The 'Tech Phoenix' Logo shall be used in print media. c. The relative size and relationships between the Tech Phoenix and Fire Letter name banner shall be maintained as viewed on the Kalimba Web Site, [www.kalimbaband.com](http://www.kalimbaband.com)

2. Artist shall receive 100% sole star billing (unless otherwise indicated on the face of this contract) any and all advertising and publicity generated by reason of this performance, including, but not limited to, newspaper ads, posters, flyers, marquees, signs, lobby boards, programs and tickets. If less than 100% sole star billing, then artist name shall appear on above-mentioned advertising and publicity proportionate to billing.

### **D. OPENING ACTS**

1. All must be notified in writing if an opening act is to on the bill except in the case of festivals. Opening act shall perform for no more than 35 to 40 minutes. Artist believes that audiences prefer contrast. Therefore, opening acts shall NOT be of the same character, style, or genre as the Artist.

### **E. PRESS**

1. Artist requests that any stories or reviews pertaining to this performance be forwarded to:  
Chris Siegmund (253) 334-9044), ([bookings@kalimbaband.com](mailto:bookings@kalimbaband.com)).

### **F. TRANSPORTATION**

1. Purchaser shall provide a minimum flight class of "business" on all international flights out-off and into the United States and or international flights between destinations during length of travel to and from the performance to include layovers and connecting flights.

2. If requested, Operator will meet Artist at airport with a vehicle(s) capable to transport 13 passengers  
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and associated equipment and luggage to transport Artist to and from airport, hotel, and venue.

### **G. HOTEL**

1. If hotel is being provided by Operator, it must be a clean, quiet, high-quality (4 star) establishment close to the venue that is able to provide room service, quiet heating and air-conditioning, and

television. Artists must have individual, NON-smoking rooms with king or queen size beds for all members of the band and show technicians. Rooms should be in the quietest part of the hotel, preferably close (but not immediately adjacent to) elevators. A rooming list must be confirmed and provided to each member of the entourage.

### **H. MERCHANDISE**

Artist reserves the right to sell CDs, T-shirts, hats, posters and other promotional items with no fee or percentage whatsoever to the Operator. Any deviations from this must be cleared with Artist before date is booked. An area with two tables for the Artist to sell merchandise and allow meet and greet with the Artist shall be provided. Additionally, the area should be well lit in both indoor and outdoor settings.

### **I. IMMIGRATION**

1. Operator agrees to secure any and all immigration clearances if concert is held outside the United States.

### **J. CANCELLATION**

1. Operator agrees that Artist may cancel the engagement hereunder by giving the Operator written notice thereof at least forty-five (45) days prior to the commencement of engagement if Artist shall be called upon to render services in connection with motion pictures or television if engagement hereunder conflicts therewith. Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force major occurrence, and Operator shall remain liable for payment of the full contract price even if performance(s) called for herein are prevented by such weather conditions. Artist shall have the sole right to determine in good-faith whether the weather conditions shall render the performance(s) impossible, hazardous, or unsafe.

### **K. MISCELLANEOUS**

Please report the box office results to Pollstar when turnout is favorable.  
Pollstar fax: 559-271-7979 Telephone: 800-344-7383.  
Thank you for your business and attention!

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
SIGNATURE  
OPERATOR

\_\_\_\_\_  
DATE

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
SIGNATURE  
REPRESENTATIVE OF ARTIST  
[Type here]

\_\_\_\_\_  
DATE

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