

ORAN ETKIN - CONTRACT RIDER

RIDER TO BE ATTACHED TO AND MADE PART OF THE AGREEMENT DATED _____ BETWEEN **TIMBALOOLOO, INC.** (HEREINAFTER REFERRED TO AS ARTIST) AND _____ (HEREINAFTER REFERRED TO AS PURCHASER) FOR THE SERVICES OF **ORAN ETKIN**.

Please read this rider carefully. It is part of the attached contract for ARTIST. By signing it, you are agreeing to supply ARTIST with production and proper working conditions essential to a successful performance. Any material breach of the terms and conditions of this rider is a breach of the contract and may cause ARTIST to refuse to perform without releasing PURCHASER from his obligation to pay ARTIST. If ARTIST elects to perform notwithstanding a breach of this agreement by PURCHASER, the performance by ARTIST shall not constitute a waiver of any claim ARTIST may have for damages, or otherwise.

A. ADVERTISING AND PROMOTION

- . A1. Billing on all advertising and publicity must appear as follows:
Oran Etkin - Reimagining Benny Goodman (100%)
- . A2. ARTIST is to receive 100% top billing on ALL publicity releases and paid advertisements unless otherwise authorized by ARTIST or ARTIST'S representative, in writing.
- . A3. PURCHASER agrees to use the current biography and current images for their promotional campaigns.

B. GENERAL PROVISIONS

- . B1. ARTIST shall have sole and exclusive control over the production, presentation and performance in connection with the engagement, including the details, means and methods of the performance by the ARTIST as well as staging, lighting, sound, wardrobe, emcee and material.
- . B2. ARTIST reserves the right to approve other artist(s) appearing in conjunction with this engagement and the right to determine the length of their performance(s).
- . B3. PURCHASER will make available ten (10) complimentary tickets per show to ARTIST for its sole use.
- . B4. Purchaser will make every reasonable effort to assure the security of the ARTIST, the band, and band equipment during all phases of ARTIST'S presence at the performance site with respect to the venue and size. Accordingly, either the dressing rooms can be locked with keys provided to ARTIST'S representative or a security personnel shall be posted nearby.
- . B5. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and ARTIST shall not be liable, in whole or in part, for any obligation that may be incurred by PURCHASER in carrying out any of the provisions hereof, or otherwise. PURCHASER warrants and represents that he/she has the legal capacity to enter into this contract.

- . B6. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotion or appearance without prior written consent from ARTIST or ARTIST'S representative.
- . B7. This agreement may not be changed, modified or altered except by an instrument in writing by both parties.
- . B8. In the event the performance occurs outside of the United States, PURCHASER agrees to procure, at his sole expense, the necessary visas, work permits and other documents necessary, or usually obtained, to enable ARTIST to render its services hereunder. PURCHASER shall also be responsible for, and indemnify and hold ARTIST harmless from and against all local, municipal or any government taxes, fees or levies on all income earned by ARTIST while in the country or countries covered by this agreement.
- . B9. If State, Local or Amusement tax is to be withheld for this engagement, PURCHASER shall furnish ARTIST with a copy of the tax law dictating this policy upon returning the contracts for this engagement. On the night of the engagement, PURCHASER must furnish ARTIST with an official state or city tax deduction receipt, which cites the amount to be withheld.
- . B10. ARTIST'S obligation to perform shall be excused if ARTIST, or any group member or essential crew, is unable to perform as a result: illness or injury; detention resulting from inability to obtain reasonable modes of transportation; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; or any other cause beyond ARTIST'S reasonable control. In such event, ARTIST will not be required to perform and shall return to PURCHASER any deposits paid, less costs incurred by ARTIST and neither party shall be under any other obligation to each other. ARTIST shall have the sole right to determine, in good faith, whether inclement weather conditions shall render the performance(s) impossible, hazardous or unsafe.
- . B11. Any material breach of this agreement by PURCHASER may cause the ARTIST, to terminate the agreement. If such a breach occurs, PURCHASER shall be obligated to the ARTIST for the full guaranteed amount of this Agreement and shall forfeit all deposit moneys paid to the ARTIST or his agent as immediate and liquidated damages without prejudice to further legal action by ARTIST.

C. GROUND TRANSPORTATION

- . C1. Unless otherwise agreed to in writing, PURCHASER shall, at his sole cost and expense, provide ground transportation for ARTIST and entourage with luggage and equipment, for all ground transport runs between the airport, hotel, and venue—including return transport to the airport. It is understood that for practical reasons, depending on the schedule there may be times when different members of Artist's party may need to be transported to or from different locations or at different times. Driver should speak English or be accompanied by a translator. All local ground transportation is the responsibility of PURCHASER.
- . C2. PURCHASER'S representative should meet ARTIST at baggage claim at a time to be determined in advance by ARTIST'S representative. When meeting ARTIST, the PURCHASER'S representative is to display a name card that reads: "ORAN ETKIN

GROUP". It is requested that the driver(s) refrain from smoking, be alert, sober, and have comprehensive knowledge of the routes and area to be traveled. If ARTIST is not met at the airport within 45 minutes of arrival, ARTIST has the option of hiring local transport for to the hotel or venue, at PURCHASER'S expense.

D. AIRLINE TRANSPORTATION

D1. When contracted to provide air travel, PURCHASER is to provide coach tickets that are transferable, endorsable and upgradeable with full mileage counting for frequent flyer plans associated with chosen airline. In addition, for any flights associated with this engagement, any overweight and/or oversize charges will be at the PURCHASER'S sole expense. PURCHASER shall be responsible for any local, municipal or governmental air travel taxes and fees.

E. HOTEL ACCOMMODATIONS

E1. When contracted to provide hotel accommodations, PURCHASER shall provide individual non-smoking hotel rooms for each member of Artist's party. This hotel must be available for early check-in. Hotel shall be a 3, 4 or 5-star full service hotel with a restaurant, room service and be no further than a 30-minute ride from the venue. Hotel shall be in a safe area of the city.

E2. Rooms should be equipped with full-size beds or larger, Hi Speed Internet access, wifi, television, refrigerator and air conditioning and heating units that can be controlled by guest.

E3. PURCHASER is to provide detailed hotel info to ARTIST one (1) month prior to the engagement and hotel must be approved by ARTIST.33

F. MERCHANDISE

F1. ARTIST shall have sole and exclusive merchandising rights. PURCHASER to provide at no cost to the ARTIST, a well-lit, secure location with one table and two chairs as well as one (1) qualified sales person for the sale of ARTIST'S merchandise. ARTIST shall retain 100% of revenues from sales of merchandise unless another arrangement has been previously agreed in writing.

F2. Merchandise table should be placed in an area that is easily visible to the public using the venue's main entrance.

G. SETUP / SOUNDCHECK

G1. The venue must be made available to ARTIST for technical setup, sound check and rehearsal for a minimum of two (2) hours prior to the house being opened to the public. PURCHASER must provide technical assistance for setup and operation of provided equipment as needed and mutually agreed upon by ARTIST. Any necessary stage-hands/loaders must be available for ARTIST load-in and setup as well as ARTIST strike and load-out. The audience must not be permitted into the performance area until setup/sound check/rehearsal is complete.

H. STAGE

H1. PURCHASER must provide a safely constructed and physically secure stage capable of supporting all equipment and personnel. The stage must be flat, level, free of irregularities and must be accessible from the backstage dressing room area in a manner other than through the audience. Stage must be clear of all cases and unnecessary equipment. Stage must be clean and swept prior to ARTIST Load-in. All cable runs in performance area walkways must be neatly run, taped down and covered. If the engagement is to be outdoors, PURCHASER agrees to provide an adequate covering over the stage and adjacent off-stage areas that will protect the ARTIST and their equipment from the elements.

I. DRESSING ROOMS AND CATERING

- . I1. PURCHASER shall provide a minimum of one (1) dressing room. These facilities should be large enough to comfortably accommodate 10 people. Smaller individual dressing rooms for each band member are also acceptable.
- . I2. These dressing rooms must be clean, dry, well lit and lockable where the climate can be controlled upon request. Each dressing room should be equipped with clean wash-room facilities and a toilet with necessary paper products. If toilets are unavailable inside each dressing room separate toilet facilities for women and men, separated from the general public, must be provided.
- . I3. Dressing rooms should be available one hour prior to sound check and until two hours subsequent to the conclusion of the engagement. Access shall be limited to ARTIST and ARTIST crew only. Each dressing room shall be within close proximity to the stage and away from a public area. A copy of keys to the dressing rooms must be given to the ARTIST'S representative upon load-in. In the event that dressing rooms are not lockable, then security personnel must be in place at the entrance of the dressing rooms from the time of ARTIST'S arrival until ARTIST'S departure.

DRESSING ROOMS ARE TO CONTAIN:

- Sofas and/or chairs and tables.
- Full-length mirror.
- Clothes racks with 12 quality wood hangers
- Electric iron and ironing board or steamer
- Electrical outlets (6 minimum).
- Ten (10) hand towels.
- At least fifteen (15) 500ml bottles of non-carbonated spring water.
- Hot Water, tea and coffee: Both Regular and Decaffeinated
- Assorted fruit juices
- Fresh Fruit and Vegetable Tray for eight (8) persons..

- Fresh pastries, cookies, crackers or chips
- Sandwiches, including a vegetarian option
- Cups

ON STAGE JUST PRIOR TO SOUND CHECK:

- One hand towels per musician.
- Two 500 ml bottles of non-carbonated, room temperature spring water per musician
- One cup for Artist

J. MEALS

Breakfast and one additional hot meal per day are provided by PURCHASER and should consist of a choice of hot meal that Artist can choose from. Meals shall include choice of salad or appetizer, choice of main course and dessert. A vegetarian option shall be available for appetizer and main course as well as meat or fish options.

If meals cannot be provided, a per diem can be given for the meals (\$30 USD per meal per musician) and an easy way to order such food shall be made possible with ample time to order and eat accounted for in the schedule.

K. TECHNICAL REQUIREMENTS:

Backline:

PURCHASER agrees to supply all back line requests below. PURCHASER also agrees to supply full PA, microphones, mic-stands etc as needed.

1. Piano

One concert grand piano **Tuned to A=440 if possible** — with adjustable piano bench.

2. Vibraphone (Steve Nelson)

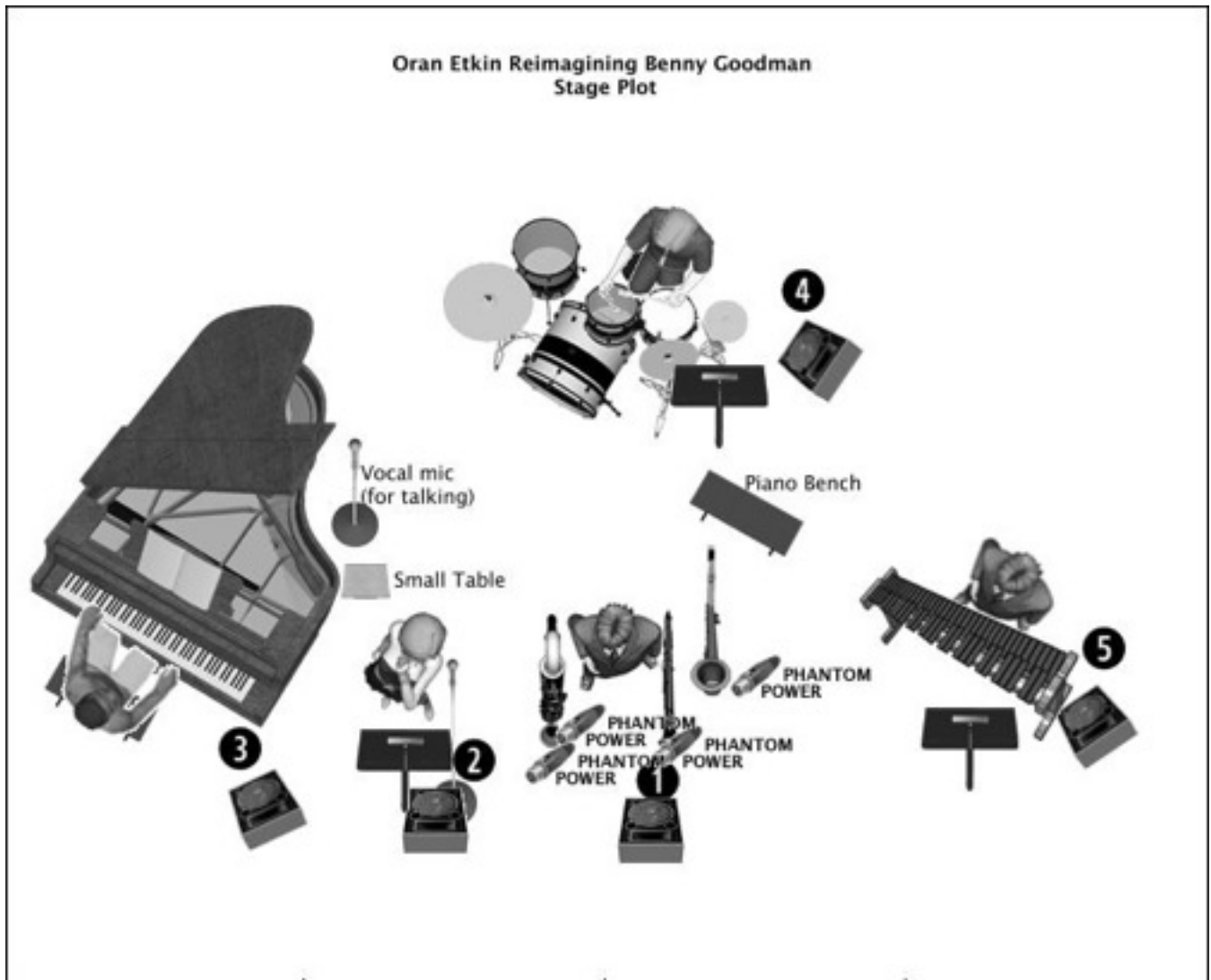
One Vibraphone: Musser Pro M-55 (second choice is M-75) **Tuned to A=440 if possible (vibraphone tuning should match the tuning of the piano)**

3. Drums (Matt Wilson)

Matt endorses Craviotto but they are hard to find and we understand so preferably:

- o Yamaha, Gretsch Pearl, DW or comparable, consisting of
 - 14x18 bass drum with NO hole in the drum head foot pedal
 - 14x14 floor tom on three legs
 - 8x 12 tom-tom mounted on the bass drum
 - 14" snare-drum with coated head plus stand hi-hat stand
- 3 boom cymbal stands, pedal, seat carpet 1.5m x 1.5m
- Matt will bring his own cymbals

Stage Plot:



Microphone needs:

1. Clarinet, bass-clarinet, sax

- 4 XLR cables with phantom power for microphones supplied by band
 - Clarinet gets one Audio-Technica Omni Lavalier Mic
 - Bass-clarinet gets one Audio-Technica Omni Lavalier Mic AND one Sure Beta 98H
 - Tenor Saxophone gets one Sure Beta 98H
- 1 vocal microphone on a microphone stand placed to the side for talking to audience
- 1 piano bench or similar soft surface for placing bass-clarinet on when not in use
- 1 small glass and a bottle of water - both placed on stage (for wetting reeds) - please provide this for sound-check as well.

2. Female Vocalist

One vocal mic placed on a boom stand

3. Piano

Please mic according to the standard choices at your venue for this instrument in your space.

4. Drums

Please mic according to the standard choices at your venue for this instrument in your space.

5. Vibraphone

Please mic according to the standard choices at your venue for this instrument in your space.

MONITORS: Five individual monitors with individual monitor mixes

MUSIC STANDS: Four heavy-duty non-folding black music stands with lights

WATER & TOWELS: 10 bottles of water and 5 towels on stage

SMALL TABLE: For putting water, reeds, etc on

Contact Info:

In case of any questions, please contact:

Oran Etkin

oranetkin@gmail.com

+1.917.626.5343

AGREED AND ACCEPTED:

_____ PURCHASER

_____ DATE

_____ ARTIST

_____ OR REPRESENTATIVE OF ARTIST

_____ DATE