

This Rider is attached and made part of the Contract dated _____ between Tommy Emmanuel Touring, LLC (hereinafter referred to as ARTIST) and _____ (hereinafter referred to as BUYER).

- 1.) **BILLING:** Artist to receive 100% Headline billing in any and all advertising and publicity unless otherwise specified. Billing should read: TOMMY EMMANUEL.
- 2.) **PERFORMANCE:**
 - a. Artist maintains absolute artistic freedom regarding the selection, order and presentation of the musical program and is free to accept or decline suggestions, recommendations, instructions, etc., which the Buyer may wish to provide in-advance of Artist's performance. If the artist does not provide a support act, the Buyer must get approval from Artist/Management of any other proposed support.
 - b. No part, portion or segment of the Artist's performance rendered may be broadcast, photographed, recorded, filmed, taped, web-cast or embodied in any form for any purpose without the Artist's prior express written consent at least three (3) weeks prior to event from Artist Management.
- 3.) **SHOW SPONSORSHIP/PRESENTATION:** Management must authorize all forms of sponsorship. This includes co-sponsorship and welcoming, presenting and hosting radio stations. There should never be any sponsor signage in or around the stage without management approval.
- 4.) **ADVERTISING AND PROMOTION:**
 - a. Promoter is responsible to advertise and promote Artist appearance at the event covered by this contract. Upon receipt of written request, Management will supply Buyer with promotional photos, bio and related material. Only authorized photos of the Artist are to be used in advertising and promotions of this event. Promo materials must be requested in advance of event covered by this agreement.
 - b. All interviews for radio, TV or press related to this event must be cleared in advance with Artist's publicist and management.
 - c. **NATIONAL ADVERTISING:** For United States and Canadian engagements, there is to be a reimbursement at settlement for the national advertising campaign of \$250.00 (USD).

- d. Once show is confirmed, a detailed advertising plan with a cover sheet should be sent to Aaron Frank at ABI Management. The cover sheet and advertising plan should outline the overall advertising plan from pre-sale to day of show including, but not limited to: Radio, Print, TV, and Internet paid advertising. These must be approved, in writing, by Aaron Frank.
- e. In addition to the advertising package, all promotions must be sent to ABI Management and approved in writing.
- f. **ADVERTISING SETTLEMENT:**
 - i. We will require a detailed advertising package with a cover sheet for the settlement. The cover sheet should contain the invoice details, net costs and summaries for each of the following departments: Radio, Radio Rev Share, Print, Television, Internet, Outdoor/Billboard, Production, Misc. Expenses, National Advertising. All advertising must be settled at NET. There should be no advertising commissions charged to the Artist.
 - ii. The complete ad pack must be delivered to Aaron Frank at ABI Management prior to 3pm on the day of the show. Only marketing bills listed in the advertising plans and/or plan revisions approved by Aaron Frank will be accepted. Please include contact information for the marketer should there be any concerns.
 - iii. Documentation: All costs submitted for settlement must be bona fide invoices and/or appropriate supporting documentation. Documents deemed unacceptable will not be included in the settlement. Pre-bill memo, order confirmations or any other non-invoice style documents will not be accepted. Exceptions may be made for week of show or late advertising orders, but must be cleared in advance of the show date with Aaron Frank. If you have any concerns about acceptability of any supporting documents, contact Aaron Frank prior to the show date.

5.) TICKETS:

- a. There must be a verifiable record of a ticket audit with a recap of all sales and revenue. This can be accomplished by a ticket stub count, Ticketmaster/Ticketweb manifest, venue manifest, or other third-party means of accounting.
- b. COMPS: Artist requires ten (10) prime location tickets or reserved seats at no-charge per performance. Seats must be held up until one (1) hour prior to show time but can then be released. If the show is close to selling out in advance, please consult management about an earlier release of those seats. Artist will require twenty (20) comp tickets in Nashville, New York, Los Angeles, San Francisco, London, and Chicago.
- c. No ticket papering or ticket discounts of any kind without written consent from the Agent or Management.
- d. The Artist does not endorse or promote ticket scalping of any kind and is willing to work with buyers, promoters, and venues to minimize the amount of tickets on the secondary market.

- 6.) MERCHANDISE:** Artist has the right to sell any and all merchandise related to Artist during his presence on the event property. Unless otherwise agreed in writing and signed by both Artist and Buyer in advance, Artist is not responsible to pay any commissions or fees whatsoever to Buyer or any third parties related to said merchandise sales. Promoter agrees to provide Artist with a table at no cost to Artist located in well-lit, advantageous area for merchandise sale purposes with access to power.

7.) **SECURITY:** It's the Buyer's sole responsibility to provide safe and adequate security for the artist, the artist's crew, the artist's equipment, the support act, and the patrons. The Buyer will be liable for theft or damage to artist equipment while in the venue.

8.) **INTERNATIONAL TRAVEL:**

- a. **INTERNATIONAL TRAVEL:** In the event the place of performance is outside of the continental limits of the United States, Buyer agrees to procure at his sole expense, for Artist and entourage, a licensed, bonded customs broker, other documents of any nature whatsoever necessary or usually obtained to enable Artist and to render his services hereunder. Also, Buyer shall be responsible for, and indemnify and hold Artist harmless from and against all local municipal, and country or government taxes, fees or levies on all income earned by Artist or Artist's Employees while in the country or countries covered by this contract.
- b. **JURISDICTION:** This agreement shall be construed and enforced in accordance with the laws of the United States and the parties submit to the exclusive jurisdiction of the American courts.
- c. **PRIORITY WORKER VISAS:** Artist agrees to obtain all necessary Priority Worker/Non-Immigrant Visas required of Artist for the event covered by this contract outside the United States, Australia and European Union. Artist and Buyer will determine payment of such visas as to the responsible party in advance.

9.) **CANCELLATIONS:** A failure by Buyer to fully and faithfully perform any of the material duties imposed on Buyer under the contract shall be a default thereunder, unless cured within 3 days following Artist's notice of such default and demand to cure. The occurrence of any such uncured default shall relieve Artist of Artist's duty to perform at the engagement and to retain as liquidated damages but not as penalty, the full contractual amount due Artist. Should Artist arrive at the Event and learn upon arrival that the event covered by this agreement and/or their scheduled performance has been cancelled, Buyer is obligated to pay Artist the entire performance fee due or remaining balance due thereof immediately.

10.) **FORCE MAJEURE:** Artist's obligation to furnish the services referred to herein is subject to detention or prevention by sickness, inability to perform, accident means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, and act or order of any public authority of any causes similar or dissimilar, beyond Artist's control.

11.) **INCLEMENT WEATHER:** Inclement weather shall not be deemed a Force Majeure event. In the event Artist or Artist's Tour Manager determines in good faith that the Engagement is (or is likely to be) rendered impossible, hazardous or unsafe to Artist or the audience, or if the Engagement is otherwise prevented or impaired due to inclement weather, Artist shall have no obligation to perform the Engagement and Buyer shall remain liable to Artist for the full contract price plus any percentage monies called for in the Agreement.

12.) **TAXES, LICENSES & PERMITS:** Buyer is responsible for paying or remitting ALL applicable sales and/or entertainment taxes, fees, dues and obtaining necessary licenses and permits related to the engagement. It is the sole obligation of the Buyer to obtain all necessary local permits related to the event covered by this agreement. Buyer will promptly inform Tour Manager of any local building restrictions, limitations, codes, ordinances, guidelines or obstructions which could prevent or affect the proper execution of any of the requirements in this

Rider. Buyer is responsible for all reports and payments, which may be due to Performing Rights Organizations related to the event covered by this agreement.

13.) INDEMNIFICATION: Buyer shall indemnify and hold Artist harmless from and against any and all third party liability, claim, demands, costs, expense, loss and damage (including reasonable attorney fees) arising out of or in connection with any bodily injury, death or loss or damage to property which occurs in any connection with performance rendered or to be rendered by Artist hereunder, unless the same is caused by the willful or grossly negligent acts of Artist.

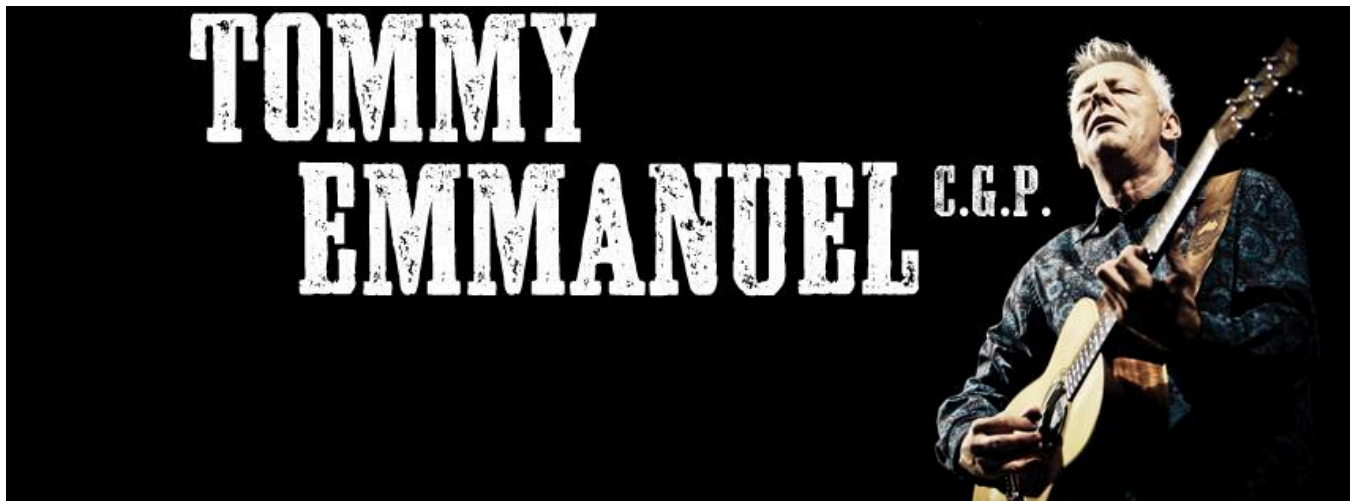
14.) INSURANCE:

- a. Buyer shall provide comprehensive general liability insurance, including public liability for third party claims, during the term of the Event. Such insurance shall be in the amount required by the venue, but shall not have a limit of less than Two Million Dollars (\$2,000,000.00) per occurrence. Buyer shall maintain in effect a policy of Workman's Compensation Insurance to cover its employees in an amount, which complies with all applicable laws of the State. Certificates of insurance relating to the coverage listed above shall be furnished upon request.
- b. Buyer shall name Tommy Emmanuel Touring, LLC, its employees, agents, managers and sponsors as additional insured on their certificate of insurance. A copy of the certificate of insurance may be requested by in advance by management.

15.) SETTLEMENT: Unless agreed in advance with the agent or management, settlement will always take place on the night of the performance. Artist will require a detailed settlement package with a cover sheet for the settlement along with copies of invoices and receipts for all expenses for the performance.

- a. The cover sheet should contain a ticket sale reconciliation, a cost summary of all performance related expenses, and a payment recap for the Artist payment.
- b. The settlement package must include all costs submitted for settlement with bona fide invoices and/or appropriate supporting documentation. Documents deemed unacceptable will not be included in the settlement.
- c. All expenses will be settled at net rates. Artist does not pay commissions or promoter "production manager" or "travel" fees.

16.) CONTROLLING PROVISIONS: In the event of any inconsistency or conflict between the Artist contract and the Artist Rider, provisions in the Artist Rider shall prevail.



TOMMY EMMANUEL TOURING PRODUCTION RIDER

1.) SHOW ADVANCE:

- Prior to advancing the show, please email a venue tech pack and all sound & lights specs to the Tour Manager.
- Advance of the show (day schedule, etc.) should take place no later than two-weeks out from the performance date.

2.) LOAD-IN:

- Venue must provide practical means for initial load-in and load-out of stage equipment and merchandise.
- The Artist is a solo acoustic guitarist. Our labor needs are very minimal. Typically, we only need an audio tech and lighting director for load-in, the show, and load-out. The artist has his own sound engineer who typically runs monitors from front-of-house.
- The Artist requests that in union houses that we go with the bare minimum call and please explain those calls and rules during the show advance with the Tour Manager.

3.) WEATHER PROTECTION: For outdoor events, the Buyer guarantees that Artist's equipment, including the entire stage, PA system, and stage lighting will be protected from inclement weather conditions.

4.) PRODUCTION: Buyer agrees to provide and pay for sound and lighting system approved by Artist. Under no circumstances will Artist perform with unapproved sound and lighting systems. Please see equipment list.

5.) SOUND (see equipment list):

- The sound system must be completely installed and in good working condition upon arrival of Tour Manager. Effects should be patched, stage wired, and monitors positioned/connected.
- We will require the house sound engineer to be at venue from load-in through

- end of load-out. The Artist's Tour Manager will engineer unless previously notified. Please provide audio specs to Tour Manager prior to show advancement.
- Mix position must be Front of House and at no time be expected to mix from an enclosed booth or backstage.
 - System's main mix must be STEREO (no mono).

6.) LIGHTS (see equipment list):

- Please provide a 3-color wash of the stage with a few specials (or lekos) on the artist primary position. The Artist does move around on the downstage edge, but mostly performs 6-10' upstage from the center of the downstage edge.
- Spotlights are not needed unless house has no specials to keep the Artist lit when he moves around the downstage edge.

7.) CATERING:

- Artist needs hot meals for a minimum of three (3) or maximum of five (5) people immediately following sound check typically two-hours prior to show time (please check exact numbers as staff varies). Artist preferences are Thai (Green Curry or Laksa), Italian (pasta and salad), Indian or a selection of menus from local restaurants that either deliver or that someone can pick up and bring to the venue. Selections should include vegetarian foods. If Buyer does not provide food, please provide menus from local restaurants.
- ARTIST DRESSING ROOM NEEDS INCLUDE:
 - * (12) Bottles Still Water at room temperature. (non-carbonated)
 - * (12) Bottles Still Water on ice. (non-carbonated)
 - * (1) Hot Coffee & teakettle with assortment of teas, sugar and whole milk (no artificial coffee creamer)
 - * (3) Bars of quality Chocolate (*no nuts*), 1 x milk, 1 x dark, 1 x white
 - * (1) Small Platter of fresh seasonal fruit with fruit dip. This can be whole fruit or sliced fruit. If providing whole fruit, please include a cutting board and knife.
 - * (4) Bath Towels and (4) Hand Towels (preferable dark if available)
 - * (4) Sets of real plates and silverware
 - * (1) Roll of Paper Towels
 - * A small amount of disposable cups for hot and cold liquid.
- In lieu of meals and dressing room items listed above, the Tour Manager may request for a cash buyout.
- Tour Manger will make Buyer aware of any support act dressing room needs during the advance.

8.) PARKING: Buyer agrees to provide at least one (1) parking area near the stage capable of accommodating one (1) large bus with trailer or two vans. Please consult with Tour Manager during the advance on exact parking needs.

9.) SECURITY:

- The backstage area must remain secure. Only essential venue staff and Artist's guests should be permitted backstage. Management or the Tour Manager must authorize all persons requesting entrance to this area. Only Artist's tour passes will be honored for backstage access unless approved by Tour Manager.

- It's the Buyer's sole responsibility to provide safe and adequate security for the artist, the artist's crew, the artist's equipment, the support act, and the patrons. The Buyer will be liable for theft or damage to artist equipment while in the venue.
- No professional photography, audio, video, or recording devices of any kind are permitted (this includes I-Pads). Please post signs at all patrons' entrances to the venue. Please make stage announcements if necessary as well.
- Please discourage patrons from cell phone usage during the performance.

10.) DRESSING ROOMS, PHONES, & INTERNET:

- A personal, lockable dressing room is preferred; however, in the absence of such, Artist requires a private space in order to prepare for performance. Toilet facilities with sink and mirror should be nearby.
- Having three dressing rooms available is preferred:
Room 1: Tommy Emmanuel Dressing Room (with couch, wardrobe rack, & private bathroom)
Room 2: Production Office (table, chairs, and Internet access)
Room 3: Support Act Dressing Room (with private bathroom)
- The Artist does need backstage high speed Internet access (wireless or hard wired are both acceptable). If there is a charge for Internet services please advise the Tour Manager during the advance. The Artist does not require any phone lines.

11.) MEET AND GREETs: The Artist does not need a specific room for this, but the Artist does require an area (preferably backstage) that does not have public access where the Artist can do a private meet & greet with approved fans and media **BEFORE** the show. If the Buyer has any specific meet & greet requests, please email management no later than three weeks prior to the performance date. The Artist and Management do limit the amount of people in these meet & greets, so the sooner requests come in the more likely they can grant them.

12.) HOTELS: In the event that the Buyer is providing hotel accommodations, please coordinate with Tour Manager hotel arrangements. Typical needs are 1 suite, and 2 standard hotel rooms in a luxury hotel, but please double check needs with the Tour Manager.

TOMMY EMMANUEL TOURING EQUIPMENT LIST

- 1.) Sound system provided should be a professional full range concert system flown correctly and capable of producing 100db A-Weighted at all seats in the house. System must consist of mid- high top enclosures and subs (**containing no less than 2 x 18 inch drivers per side**). System must be at least 3-way tri-amped with **plenty of power**. (Amps should be Pro Touring quality e.g. Crown, Lab Gruppen, Crest etc).
- 2.) Console must be professional touring quality with a minimum of 24 channels. (Midas, Crest, Yamaha, Soundcraft) and have 4 x parametric/quasi-parametric EQ bands on each channel. **Small format or older digital consoles are not acceptable**, e.g. Yamaha LS9, O1V, DM2000. Presonus. Acceptable digital consoles would be Studer, SSL, DiGiCo, Soundcraft Vi series, Si2, Yamaha M7CL, CL series, Allen & Heath iLive., Avid Profile, Behringer X32, Midas Pro2.
- 3.) Stereo main mix with full EQ control over the system (Klark Teknik, BSS, DOLBY, Lake, XTA etc). EQ's must be easily accessible from mix position.

- 4.) Two bi-amped monitor wedges, low profile preferred on 1 x Pre Aux Mix with EQ accessible from mix position.
- 5.) Two trapezoid cabinets (can be 2 extra wedges) on 2x Post Aux Mixes with EQ accessible from mix position, positioned as side-fills on the floor, not on stands. (Can be a stereo Aux send.
- 6.) Low profile table or stand (road case, column, etc.) approximately 30"H x 20"W x 20"D.
- 7.) Artist stool (bar stool or similar preferably with a padded seat and absolutely no armrests).
- 8.) Engineer is to have full access to all system processing.
- 9.) Two industry standard digital reverb units (Lexicon PCM92, TC 4000, Yamaha SPX 2000) patched from POST AUX send and returning stereo. **(Not required if the console is digital)**
- 10.) One industry standard delay unit (TC D2, 2290 etc.) patched from POST AUX send and returning mono or stereo. **(Not required if the console is digital)**
- 11.) Artist must be brightly lit at all times with professional, multi-angle lighting system capable of basic washes, colors and specials. **No overhead only or side only lighting.** A qualified LD must be present for entire performance, with Clear-Com communication between stage and lighting positions (if not within speaking distance). No auto-chasing or xenon strobes. Please provide a 3-color wash of the stage with a few specials (or lekos) on the artist primary position. The artist does move around on the downstage edge, but mostly performs 6-10' upstage from the center of the downstage edge

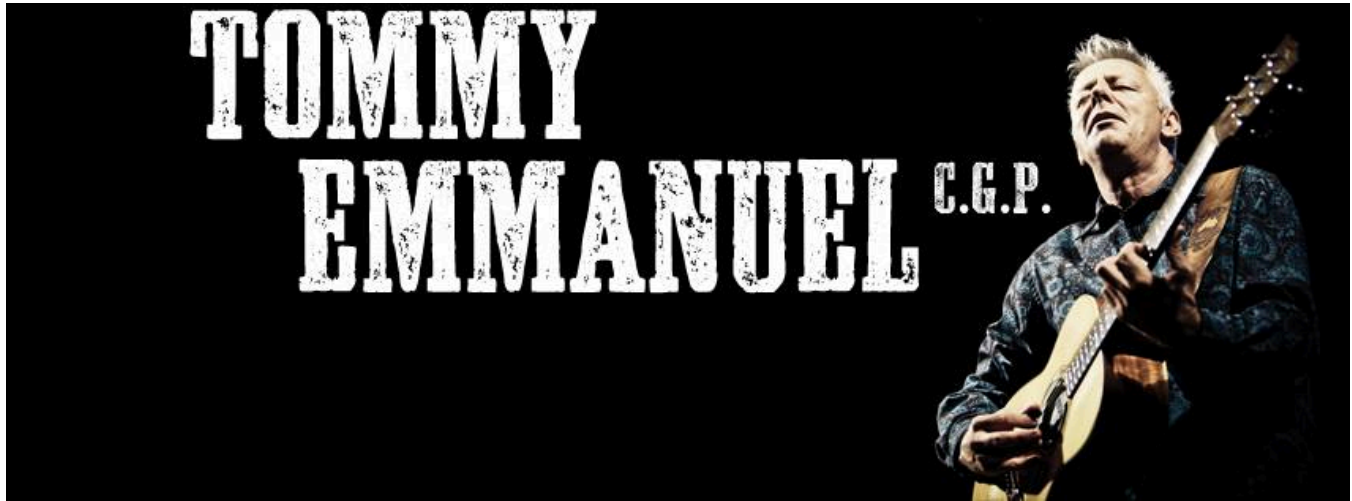
This rider is agreed, accepted and executed on the dates set forth below:

Tommy Emmanuel Touring, LLC Buyer (Company: _____)

By: _____ By: _____

Date: _____ Date: _____

Web Downloaded Rider
 Not for Contractual Use
 The Kurland Agency
 617.254.0007



TOMMY EMMANUEL TOURING LLC CONTACTS

Tour Manager & FOH:

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brian@ABImgmt.com