

MAGNUM TOUR RIDER 2009

To all promoters: Please read this as it is important and it now replaces any other riders you have had from the Magnum camp and adherence to this will ensure a smooth running operation with no problems.

We normally all travel together on a tour bus which is towing a trailer with backline equipment and we would appreciate it if 'accommodations' section is particularly noted so that band and crew alike can still remain fresh, clean and... awake.

Right on to the nitty gritty bits:
All sections written in blue are important to note
and if in red is considered very important and
no, we are not going to ask for a bucket of smarties with all the brown ones taken out.

This rider is hereby part of the attached contract and Purchaser agrees to meet all terms and conditions contained herein.

Any changes or deletions must be approved in advance with a representative of **MAGNUM** or **TOUR MANAGER**. Contact details below.

If Artist is guest act on a bill, some clauses may be inappropriate. Please delete as necessary and submit to **TOUR MANAGER** for approval and confirmation no later than 14 days prior to show date. Deletion of clauses WITHOUT approval and confirmation from **MAGNUM** or **TOUR MANAGER** DOES NOT forgo the Purchasers contractual obligation to provide the contents of the said clauses. So there!

I. BILLING / ADVERTISING

1. The correct billing for the Artists should be as follows

100% MAGNUM
50 % (SUPPORT BILLING)

Option when **MAGNUM** is Main guest act only:

Act above Magnum
75% MAGNUM

Option when **MAGNUM** is opening guest act only:

50% MAGNUM

2. The current **MAGNUM** logo (which can be provided on request) must be used on all forms of advertising (print and/or television) **and please make sure it is the current logo as in the past we have noticed some very old artwork which makes us laugh on some past promotional advertising.**

3. Purchaser agrees that he/she will not commit the Artist to any personal appearances, interviews or any type of promotion or appearance without prior consent of the Artists or the Agency. These can be arranged via the TOUR MANAGER

Purchaser Initial here.....

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4. Purchaser agrees not to add any additional bands / acts to the bill without prior approval of the Artists, The Agency or Tour Manager **in other words don't go booking a support act without checking first!**

II. ACCOMODATIONS

The Artists and Crew require access to the venue at 12.00 noon (pending travel), **It is quite possible the touring party will arrive at an earlier time and, if at all possible, would like access as soon as feasibly possible so that they have the opportunity to use washroom facilities.**

The Artists and Crew will require access to all facilities available at the venue from this time. Buffet lunch will be required at 12.00 noon (see V. Hospitality) with Artists Equipment Load in at 2.00pm or a minimum of 5 hours before doors whichever is sooner (see IV. Load-in / Load-out) This is required at every show unless otherwise advanced with Artists Tour Manager. When Artists are guest act Artists and Crew arrival will be advanced with promoter and headline acts tour manager.

1. Purchaser agrees to provide a minimum of one, ideally two, private dressing room(s), large enough and with enough seating for EIGHT (8) persons.

The dressing rooms must be provided with a minimum of fourteen (14) large / bath size **CLEAN & DRY** towels and fourteen (14) Small **CLEAN & DRY** hand towels.

Dressing room(s) must contain at least one large mirror, **how else are they supposed to do their hair and make up?**

The dressing room(s) must be serviced with **HOT & COLD** running water and standard electrical (240/220v) outlets and must be for the **SOLE USE** of the touring Artists. **Hot water is a must, washing your hands and behind your ears with cold water is not nice.**

Dressing room must be **clean** and well lit and ready for use from 12.00 noon on show day. **Clean is the operative word here and well lit, I mean how else are they meant to adjust their hair and make up – are we repeating ourselves?**

An additional room for touring crew use only, (*ah yes for the crew - lovely guys*) with four chairs and a table should be made available from 12.00 noon where available. **If there is no production office available at the venue then this crew room will be used for that purpose instead.**

2. Purchaser agrees to provide private (for sole use of the touring party only) **clean** showering facilities at the venue with enough hot water capability to shower Fourteen (14) personnel. **If shower facilities are not available at the venue, or if the facilities available at the venue DO NOT have the capability of showering 14 personnel with HOT water or are not clean, then the purchaser agrees to provide a minimum of ONE (1) hotel room with HOT water shower facilities within close walking distance from venue for the sole use of the touring party. ALL SHOWER FACILITIES TO BE AVAILABLE FOR USE FROM 12.00 NOON UNTIL 2 HOURS AFTER END OF PERFORMANCE.**

3. All dressing rooms must be lockable, with keys made available to Artists Tour Manager upon arrival, or have a security guard posted AT ALL TIMES from Artists arrival at the venue. Purchaser shall be solely responsible for security of all items in the dressing room / backstage area and shall keep all unauthorized persons from entering the dressing rooms / backstage area.

4. Access to all facilities in the venue is to be required for a minimum of two (2) hours after the artists have finished their performance. This is to ensure that all the touring party have the opportunity to wash or shower before leaving the venue. In the event of a difficult load out then this period is to be for

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a minimum of 3 hours.

5. Purchaser agrees to provide a lockable Production Office with direct dial telephone and fax line/s and Wi-Fi or Ethernet internet capability from Artists arrival at the venue for sole use of the Artists Tour Manager.

Production office must contain one large desk and three chairs. Please advise Artists Tour Manager of phone call costs upon arrival at venue, **but these must be at cost.**

6. Adequate parking close to the venue with landline power (16amp 240V) supply for ONE (1) x 45' Sleeper Bus & trailer must be provided at no cost to the Artists. Power should be made available upon arrival at the venue, which could be at 7.00 am or earlier. If it is legally impossible to do this (e.g. local parking restrictions), then, if possible, the trailer will be unhitched and left at the venue and the bus can park elsewhere at the purchasers expense. If it is also impossible to leave either bus or trailer at the venue then once unloaded the bus and trailer can be parked elsewhere at the purchaser's expense. It is very important that we try to get the bus parked near to the venue as it provides a haven for the band and crew and has the DVD player facilities etc on board which can help eliminate boredom of the artists whilst waiting for their trusty crew to set up their equipment. Please notify the TOUR MANAGER of the parking arrangements well in advance of this engagement to ensure there are no problems arising on the day. It is important that the bus can be landlined to ensure no problems with batteries, power and onboard refrigeration or air conditioning. Please contact TOUR MANAGER if there are any problems at all. Under no circumstances, unless in the case of an extreme emergency, should the landline need to be unplugged. Please contact the TOUR MANAGER or bus driver(s) if the power needs to be switched off temporarily.

III. SECURITY

1. Purchaser shall provide an adequate number (to be agreed with Artists Tour Manager) of Professional Security Officers to ensure the safety of Artists and Artists equipment and audience members. Said officers shall be stationed at all key locations, including but not limited to stage sides and front, path between stage and dressing rooms etc. Violence from security personnel towards any member of audience or Artists tour personnel will not be tolerated under any circumstances.

2. Between sound check and doors opening or at a time mutually agreeable to Purchaser and Artists Tour Manager, a security meeting will be held. At that time, all security requirements for stage, dressing room and merchandising must be discussed and finalised.

3. At no time is the venue to be opened to the public without the consent of the Artists Tour Manager.

4. All tour personnel will have an appropriate laminated AAA (access all areas) pass. Purchaser agrees that the official tour laminate supplied by the Artists Tour Manager is the only pass to be issued for Stage and Back Stage access, with the exception of official show security. Any additional local promoter laminate / sticky pass may only be used for ANY ACCESS (including FOH) with advance authorisation or instructions from Artists Tour Manager. VIP passes given to guests are only allowed backstage if accompanied by a member of the touring party with an AAA laminated pass. Photo passes and guest passes are not allowed backstage.

5. Purchaser agrees to prevent audio or visual recording of any of the Artists performances at any time during the show by any member of the audience unless with appropriate accreditation.

Photo passes may be issued at the discretion of the TOUR MANAGER and are for photos for the duration of the first three songs only, unless authorized by the TOUR MANAGER
NON - PROFESSIONAL PHOTOGRAPHY BY AUDIENCE MEMBERS IS PERMITTED.

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IV. HOSPITALITY

Purchaser agrees to provide at his sole cost and expense the following:

To be available AT AGREED ARTISTS ARRIVAL TIME *unless indicated otherwise:*

A cold buffet lunch consisting of fresh deli-tray items, cold cuts, cheeses, non-dairy spreads (i.e. Houmous, peanut butter, honey or marmalade, pate), salads, vegetables with dips, 12 x assorted chocolate bars or packs of mini chocolate bars, fresh fruit and bread, all suitable for meat eaters and vegetarians, other various snacks, tortilla chips, dips, potato chips (crisps), nuts etc with dressings, utensils (yes please don't forget knives forks and spoons) condiments (salt, pepper, mustard) cups and glasses for a minimum of **14 PERSONS** (exact touring personnel number to be advanced by Artists Tour Manager).

Extra 50 x clear plastic cups for use on stage

Unlimited supply of coffee, tea, milk, sugar, lemon, hot water, cardboard or styro cups and utensils to be available at all times that Artists personnel are in venue.

Soft Drinks:

24 x 330ml cans of mixed soft drink / soda, **diet. (No large bottles please and please include coke)**

12 x 330ml cans of mixed soft drink / soda, **non diet (no large bottles please)**

48 x 500ml still mineral water **(no large bottles please)**

6 x 500ml sparkling mineral water **(no large bottles please)**

2 ltrs fresh orange juice **(not made from concentrate)**

2 ltrs fresh apple juice **(not made from concentrate)**

All to be in ice or a refrigerator!

Alcoholic Drinks:

36 x 400/500ml cans or bottles of quality strong lager (For example; Grolsch, Stella, Fosters) placed in the refrigerator or put on ice.

4 x Bottles of Good Red Wine (for example, Cabernet Sauvignon, Shiraz, Bordeaux, Rioja, Merlot, 2, if possible, with a screw cap)

1 x Bottle good white wine (for example Chardonnay, Sauvignon Blanc,)

1 x 70cl bottle Jack Daniels

Please supply appropriate bottle openers for the beer and wine.

All wine and spirits to be taken to the production office or given directly to the Tour manager

To be available - NO LATER THAN 3 HOURS PRIOR TO SHOWTIME (or at a time to be arranged with the Artists Tour Manager) :

Hot dinner consisting of starter, main course with sides & dessert for **14 PERSONS including (1) one vegetarian (Tony Clarkin)**. (The exact touring personnel number to be advanced by Artists Tour Manager).

Utensils and condiments for above. Should this be any later then some meals may have to be wrapped up for microwave reheating later. Please try to ensure that the meal can be microwaved if necessary.

A food voucher for a nearby restaurant is OK too, or even a cash buyout may be substituted, in place of the above at a cost of £15.00 (Fifteen UK Pounds Sterling) or E20 per head x 14 persons minimum (total £210.00 / E280.00 minimum) to be paid in equivalent local currency in small notes / coins.

V. EQUIPMENT LOAD-IN AND LOAD-OUT

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OK so first things first, the technical crew for Magnum do not do stairs, it is not in their remit and as most of them are old gits it is not in their health, or the bands, interests to pull muscles, break bones etc , so.... if it is a difficult load in, or there are stairs involved, please ensure adequate time is catered for loading in and that the helpers are fit and know how to handle and lift heavy equipment. Magnum do not just carry guitars, cabs, bass and drums but a lot of heavy technical, lighting and backline equipment in flight cases and we would like it to work after load in and at the next show.

Load in times for the Artists road crew for all shows, unless otherwise advanced, will be 2.00pm or **at least 5 hours before doors**. Purchaser to provide a minimum of TWO (2) able bodied loaders / stage hands exclusively employed for sole use of the Artists to be available from the time of agreed load in to crews departure from venue to work under the sole direction of the Artists Production / Tour Manager. Local crew can only be dismissed after minimum call upon agreement with Artists Production / Tour Manager. Any other production (PA & Lights) in addition to or in the absence of in-house systems, loaded in using the same local crew must be completed prior to the agreed Artists get in time, **in other words any extra lights or PA must be loaded in by 2.00pm (or 5 hours before doors...)** and as the band carry some production equipment most of the time this means **tipping our truck/ trailer earlier**, unless by prior arrangement.

In the event of a difficult load in (i.e. lifts, flights of stairs, long push etc.) loader number needs to be increased to a minimum of FOUR (4) in total. This bit is very very important

The Artists Tour Manager reserves the right to dismiss any loaders / stage hands he believes to be under the influence of alcohol and / or drugs and Purchaser agrees to replace immediately with sober personnel or pay £50.00 (Fifty pounds sterling) per person to Artists. **And again, please provide professional helpers.**

After load out and within 18 hours, if it is discovered that any equipment is missing or damaged then an appropriate invoice will be forwarded by e mail to the previous promoter by the Tour Manager for recompense. This ensures that the helpers handle the artist's equipment in a safe and sensible manner. Should this be a figure larger than a value of £250 then a claim will be made under the artists insurance company and an invoice for a £250 excess sent to the promoter.

VI. PRODUCTION REQUIREMENTS –

Firstly, a few items of interest: Magnum give a powerful, loud, magnificently lit and energetic show. They are not just any old bass, drums, guitar and vocals but do have a more sophisticated backline and production set up which needs a little more attention to detail than a lot of other bands.

Their faithful crew are also knocking on a bit, most of these guys are in their late 40s and 50s and again are no spring chickens, so there is no clambering up ladders and into lighting trusses or carrying heavy gear upstairs for them, it is a more sedate and calm setting up procedure and we would like it all to go well without any complications or unforeseen problems!

We want to put on the best show possible. All the crew will need the assistance of the venue/ hire company lighting and sound technicians during set up. We all need to be happy and work as a team, so here listed are some things we don't want to hear from the house or hire company technician.

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“The lights are set for the rock disco and can’t be changed”

“The light tech will be here about 5.00pm”

“Yeah, the bulbs in the movers are all past their hours”

“No, we only have blue and red filter”

“It’s running beta software”

“I noticed it doing that the other night but I haven’t had chance to fix it though”

“We’ve only got one riser”

“We do monitors from front of house”

“We’ve only got a 4 way onstage mix”

Let us explain a couple of those remarks.

After Show Disco – The clue is in the name. Magnum is the headline act. Their name is on the top of the ticket. So we get first call on the lighting system.

Colour Filters – if you have six bits of 119 blue for example, they should all be the same colour! If they are different colours, or have faded and burnt bits in the middle, put them in a bin, not back into filter stock. It’s not our lighting designer’s job to supply your venue/hire company with filters. The colours we have requested are all common colours. No excuses. And while we are on the subject of filters, if your venue has a low ceiling, and you insist on using CP60 or Raylights, you are going to need Lee 251 quarter white diffusion, lots of it.

*Beta Software – “Oh, I see you have the latest shiny *** ***** desk”. Got a huge discount because you said you would beta test software did you? Well put an operating system in it that works before we get to the gig. “Because the next time a desk does a “wipe all” in the middle of a live show our lighting designer will get angry, really angry, so angry he may well get a heart attack and die. Then not only is your venue stuck with explaining that to health and safety officials, you will have to tell his family you killed him just so you could save a few pounds on your desk. Trust me, it’s not worth it.” We are also reliably informed, from manufacturers, that beta software should never be used on actual shows.*

Onstage mix – there are 5 members and a monitor engineer and they all need to hear different things. Nuff said!

OK So....

SOUND

1. Purchaser agrees to provide at their sole cost and expense a professional concert quality, modern design, sound system (including adequate sub bass), in stereo, in phase, correctly installed and **set up and working BEFORE contracted load in time, with the following minimum specifications : Now I am not fussed about what’s what and who’s who but I want it loud, with loads of headroom as Magnum are a loud band and the PA needs to work hard and if It feels it is underpowered for the venue then the show can suffer and we don’t want that!! If the PA Boxes (with the obvious exception of the subs) are on the floor of the venue (not the stage) I would like it so that the mids and highs are above the level of the tallest member of the audience so that the sound is not ‘soaked up’ by all the bodies in the venue. If the PA stacks are quite wide apart I would like “in fills” placed as well so that the real fans at the front can hear the band from the PA too.**

Front of House

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- 1 x Minimum 40 channel mixing console (Digital is OK, but please notify us in advance) not especially fussed about brand but needs to have "direct outs" on all channels for possible recording scenarios
- 2 x 31 band graphic EQ so we can fiddle and compensate for the acoustics of the venue
- 2 x (accessible) crossovers
- 1 x quality CD player for intro CDs and pre and post show music
- 8 x frequency conscious noise gates (e.g. Drawmer / BSS /)
- 8 x channels compression (e.g. dBX / drawmer/ tla/ summit)
- 2 x multi effects units
- 2 x programmable DDL TC Electronic D2 is preferred mono returns are ok
- 2 x programmable quality reverbs (e.g. Lexicon PCM 70/80, SPX 900, DN780, etc)
- Talkback to stage / monitors/including one pair of working headphones.
- The facility to send the CD player return and one (1) DDL line return back to the monitor desk so the band can hear it on stage (that's TWO separate returns to stage).**
- 1 x additional 240v (4 x socket) power bar

All effects should be returned on channels in stereo unless indicated otherwise. Mix position to be ground level, centrally positioned, 2/3 distance from stage, 1/3 distance from back wall If there is a balcony in the venue try not to position FOH desk underneath it. And if it is a hall I would prefer not to be right at the back

Microphone list

(See attached channel list & stage plot)

2. Purchaser agrees to provide at his sole cost and expense an experienced and competent systems engineer familiar with the supplied sound system to be available in a technical assistance capacity from artists contracted get in time, at all times during the day until load out, and to be readily available for the duration of the Artists set. This person to be a different one from the monitor technician (ie we would like 2 competent PA technicians

3. The Artist will provide their own FOH engineer who will require 100% control of the sound system for duration of the Artists performance and sound check, without any interference from house sound man, local promoter etc. Any house noise restrictions must be communicated to Artists FOH engineer or Artists Tour / Production Manager (who happens to be the same person!) prior to sound check.

4. Monitors

The absolute minimum 7 way (ideally 10) mix from the stage, we are not talking FOH monitoring here, it has to be on stage no excuses and sufficiently powered, in phase and fully working.

1 x minimum 32 Channel Monitor desk e.g. Midas, Soundcraft, Crest, something decent please. We will use digital if you tell us in advance.
10 Mixes + Listening Wedge. 8 Bi-amped Wedges (Inc Listening Wedge), Side fills & a good Drum Fill.

- Mix 1: Bass (1 Pair Wedges. Stage Right)
- Mix 2: Vocal (1 Pair Wedges. Centre Front)
- Mix 3: Guitar (1 Pair Wedges. Stage Left)
- Mix 4: Keys (1 Single Wedge)
- Mix 5: Drums (A Jolly loud Drum Fill)
- Mix 6: Drum Thumper (XLR to our rack. Requires a gate, then eq inserted on this mix)
- Mix 7: Side fill Left
- Mix 8: Side fill Right

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Mix 9: In Ear Monitors (XLR to our rack, no graphic required)

Mix 10:FX Send (XLR to our rack, no graphic required)

Please ensure the drum fill is capable of being loud. Our drummer has a click track on headphones or in ears and, your drum fill must be good enough to be louder than his headphones.

Our monitor engineer must be able to see the band, please ensure the monitor desk is located somewhere that allows him to do this.

And we need a listening wedge, this is not optional.

Any questions? peter.foulkes@nilpanic.co.uk

5. Purchaser agrees to provide at his sole cost and expense an experienced and competent monitor engineer familiar with the supplied sound system to be available in a technical assistance capacity from artists contracted get in time, at all times during the day until load out and to be readily available for the duration of the Artists set. This person to be a different one from the FOH technician (ie you will provide 2 competent PA technicians)

6. The power of the required PA system must be able to create and adequately handle peaks of c.120db with no distortion at mix position and maintain that for the duration of the performance. A minimum of 5K of usable power is required for venues under a 300 capacity with an additional 1.5K per 100 persons additional capacity. **MAGNUM** is a melodic rock band requiring a clear & powerful sound. Please ensure an adequate sound system, comparable to the size & design of venue is supplied in all cases.

7. The Artist is to be allowed a minimum of one hour interrupted sound check, after microphone placement, prior to doors opening.

PLEASE FORWARD MONITOR SPECS. TO MONITOR ENGINEER ON RECEIPT OF THIS RIDER FOR APPROVAL. Contact details below

IF VENUE HAS A HOUSE PA SYSTEM, WITH A SPECIFICATION DIFFERING FROM THE ABOVE PLEASE FORWARD SPECIFICATIONS TO TOUR MANAGER ON RECEIPT OF THIS RIDER FOR CONSIDERATION AT LEAST TWO WEEKS PRIOR TO SHOW DATE TO AVOID SERIOUS PROBLEMS ON SHOW DAY.

VII. PRODUCTION REQUIREMENTS – LIGHTS

Purchaser agrees to provide at his sole cost and expense a professional lighting system, consisting as an absolute minimum, of 36 x 1kw par cans, complete with a selection of Lee filters No 104, 106, 124, 119, 152, (placement TBA, once we have your technical specifications) and a suitable DMX lighting console. **All lighting equipment to be in good working condition.**

PLEASE FORWARD HOUSE LIGHTING SPEC TO LIGHTING DESIGNER ON RECEIPT OF THIS RIDER Maz : callevnt@aol.com

Purchaser agrees to provide at his sole cost and expense an experienced and competent lighting technician, familiar with the supplied lighting system, available from 12.00 noon, so that the house system may be coloured and rough focused prior to artists equipment load in, and to be available for the duration of sound check and performance.

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Said technician will work with our lighting designer to help put on the best show possible. We only have a limited time to put this show together, so let's please work as a team. "Half Soaked" or "Can't be arsed" attitudes will not be tolerated.

We are touring with some lighting production. Depending on the size of stage and available rigging, we will add to the production supplied from the following list:

1 x 10m x 6m White backdrop.

L.E.D. Ground rows for above.

4 x 4 Lamp bars, rigged vertically in tank traps.

6 x HES Studio Spot 575 CMY

1 x Hazer

1 x HOG 1000 console.

We will require a 32a or 63a three phase ceeform outlet, within 10mt of the stage, for the sole use of the touring lighting production.

We will require space for our Hog console adjacent to the house lighting console, together with a clean 230v supply.

VIII. PRODUCTION REQUIREMENTS - STAGE

1. Purchaser agrees to supply at no extra cost to the Artist: 2 (two) **(yes that is 2!!)** 8' x 8' x 2' Risers (of safe and solid construction) 8ft x 6ft is OK as is 2.5m x 2.5m. These are for the drums and the keyboards. Should there be inadequate room for 2 risers then one will suffice, but..... **If the stage is big enough to accommodate 2 risers then 2 risers it has to be!** And 3 x 13 amp 240v power bars (stage left / stage right / stage centre)

IF VENUE STAGE SPECIFICATIONS DIFFER FROM THE ABOVE, PLEASE FORWARD HOUSE STAGE & CLEARANCE SPECS. TO TOUR MANAGER ON RECEIPT OF THIS RIDER.

And finally if we have a tour support act / special guest we expect them to get as decent a production spec as possible, because we remember when we were just a support act. So no mics sharing toms and no no overheads, let's give them a chance to put on a good show as they are part of the evenings performance.

IX. INSURANCE

1. Purchaser agrees to provide public liability insurance coverage to protect against injuries to persons or property as a consequence of the installation and/or operation of the equipment provided or used by the Artists, the contracted sound company and the contracted sound company and the contracted lighting company. In addition it is agreed that the Purchaser shall maintain in effect a policy of Workers compensation insurance covering all its employees who are involved in the installation, operation and/or maintenance of the equipment provided by the Artists, the contracted sound company and the contracted lighting company. The Purchaser further agrees to provide full insurance coverage for all the equipment provided by the Artists, the contracted sound company and the contracted lighting company against fire, theft, riot or any other act which would cause damage or harm to equipment. The Purchaser shall provide the Artists with a certificate of insurance coverage at least seven days prior to show date. However, if this certificate is not received prior to the show date, the Purchaser is still solely responsible for complete insurance coverage. This clause is critical and must be part of this performance.

2. Purchaser agrees that the Artists will be held completely and wholly harmless for any damages incurred by the facility and/or its furnishings and for any injury to any audience or staff members by

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any member of the audience, prior to, during or after the performance.

X. CANCELLATION

1. In the event of the venue in the attached contract being closed in consequence of public calamity, fire or act of God and no suitable alternative venue found, no claim shall be made against the Purchaser in respect of non fulfillment of the terms of this agreement.
2. Any other cancellation by the Purchaser, up to 72 hours prior to the day of the contracted show the Purchaser agrees to pay 50% of the guaranteed fee as a cancellation fee. Any cancellation by the Purchaser within 72 hours of the day of the contracted show, the Purchaser agrees to pay 100% of the guaranteed fee as written in the terms of the contract.
3. In the event of illness, incapacity, appropriate labor union restrictions or strikes or any other event beyond the Artists control, including but not limited to failure of transportation, the Artist shall not be required to perform and the Artist shall not be liable in any way for any loss of whatsoever kind suffered by the Purchaser. The Purchaser agrees to have comprehensive cancellation / non appearance insurance to cover show expenses and losses already incurred with respect to this clause.

XI. SETTLEMENT

1. Purchaser agrees to provide Artists Tour Manager with full box office accounting and ticket reconciliation within 30 mins of close of box office. Artists Tour Manager to be furnished with ticket manifest, all used ticket stubs and deadwood and unused tickets. Tickets will be deemed sold if there is any discretion between the ticket manifest, box office accounting and returned unused tickets. All production accounting to be substantiated with invoices / receipts (official order forms quoting cost or pro-forma invoices will be required in cases of receipts not yet issued).
THIS IS AN EXTREMELY IMPORTANT PART OF THE PERFORMANCE CONTRACT - PLEASE MAKE SURE IT IS ADHERED TO IN FULL.
2. It is agreed to and understood that the Artists Tour Manager or Artists Representative shall have the right to check numbers of admissions and box office receipts at any time during or prior to performance.
3. In the event of a percentage break, any show costs not matched with receipts will only be included as a production cost at the Artists Tour Managers discretion. Production costs extra to this riders requirements will not be accepted in settlement without prior agreement with Artists Representative.
4. Payment to be as per contract. Any percentage breaks to be paid in local currency on night of show or final show in the event of a run.

XII. ARTISTS GUEST LIST

Thirty (30) complimentary tickets / guest list places are to be made available for each performance for Artists / Crew use only. If guest list places are deducted from the venues saleable capacity, please inform the Tour Manager immediately upon receipt of this rider.

XIII. CONCESSIONS

Purchaser Initial here.....

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1. Purchaser agrees that they will not sell any products identified with **MAGNUM** at the place performance or any adjacent place under his control, **nor will he license third parties to do so nor permit such sale by any third parties.**
2. Purchaser agrees that the **Artists and/or their representative shall have the sole and exclusive right to the sale of all forms and types of souvenir items and merchandise, including but not limited to programmes, T-Shirts, phonographic records, CDs, DVDs and pre-recorded tapes.**
3. **Purchaser agrees to provide a visible area, close to the entrance or lobby of the venue in order for the Artists or Artists merchandising representative to sell merchandise at no or minimal cost to the Artists or Artists merchandising representative. Purchaser shall make certain that sufficient security, acceptable to the Artists or Artists merchandising representative are provided. At a festival show please advise Tour Manager at least 14 days prior to show date of any venue concession company and fees.**

It is agreed and understood that any breach by the Purchaser of any terms of the contract of which this rider is an integral part, will release the Artist from the obligation to perform, but will not affect the Purchasers liability to fulfill the conditions of this contract or pay the full guaranteed fee.

Any problems or questions with any part of this rider, please contact Tour Manager as soon as possible on the contact details below.

Please forward any venue information and specs. To

MARK STUART (Tour Manager & FOH Sound) Tel: +44 (0) 1902 840440 Mobile +44 (0) 7968758780

E mail: mark@madhat.co.uk

Keith (Maz) Harper (Lighting Design) Tel: +44 (0) 7778628761

E mail: callevnt@aol.com

Peter Foulkes (Monitor Engineer) Tel +44 (0)7968 470660

E mail; peter.foulkes@nilpanic.co.uk

BOTH PARTIES AGREE TO ACCEPT ALL TERMS AND CONDITIONS IN THIS RIDER AS SIGNIFIED BELOW.

Signed for Artists

Signed for Purchaser

Purchaser Initial here.....

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