

Aja Vu
Contract Rider
Current as of 10/30/07

THIS RIDER IS ATTACHED TO AND MADE PART OF THE CONTRACT AND PURCHASER AGREES TO MEET ALL TERMS AND CONDITIONS CONTAINED HEREIN.

1. PAYMENT OF WAGES

A) Payment for the guarantee, less paid deposits (made payable to Aja Vu) , plus any additional overages is payable prior to said performance, to ARTIST or ARTIST'S representative by cash or cashiers check, unless other arrangements have been made. Please make cashiers checks payable to:

Aja Vu, FID#:

c/o Prime Time Entertainment
2388 Research Drive
Livermore, CA 94550

B) PURCHASER shall pay and hold ARTIST harmless of and from any and all taxes, fees, dues and the like relating to the engagement hereunder and the sums payable to ARTIST shall be free of such taxes, fees, dues and the like, including all musicians union and ASCAP/BMI fees.

C) If contract calls for Artist to receive an admission percentage, Purchaser agrees that immediately upon completion of performance, Purchaser shall furnish Artist or Artist's representative with a full and complete accounting of admissions and additional percentage monies if any made payable in cash.

D) Artist's road manager or designated representative must have access to the box office and sales accounting upon reasonable notice during the day of performance.

2. CANCELLATION PRIVILEGES

PURCHASER agrees that ARTIST may cancel the engagement hereunder, at ARTIST'S sole discretion, by giving PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder.

3. INDEMNIFICATION

A) PURCHASER agrees to indemnify and hold harmless the ARTIST, his employees, contractors and agents from and against any claims, costs, damages, liabilities, losses and judgments arising out of, or in connection with, any claim, demand or action made by any third party sustained as a direct or indirect consequence of the engagement.

B) PURCHASER shall also indemnify ARTIST against any and all loss, damage and/or destruction occurring to ARTIST and his employees, contractors or agent's equipment at the venue, including but not limited to damage or destruction suffered by Act of God.

4. PURCHASER ASSUMES LIABILITY

Except as otherwise herein specifically provided, PURCHASER hereby assumes full liability and responsibility for the payment of any and all cost, expenses, charges, claims, losses, liabilities and damages related to or based upon the presentation or production of the show or shows in which ARTIST is to appear hereunder.

5. MERCHANDISING

ARTIST or his licensee shall have the exclusive right to advertise, promote, disseminate and sell on or about the place of performance or elsewhere, souvenir programs, books, pictures, articles of clothing, jewelry, recordings or other articles of merchandise related to ARTIST'S performance, and to retain for its accounts all (100%) proceeds unless otherwise negotiated.

A) Artist shall have the right to perform autograph signing following performance.

6. COMPLIMENTARY TICKETS

PURCHASER must provide ARTIST or ARTIST'S representative with thirty (30) complimentary tickets per performance, the unused portion of which may be placed on sale the day of the show with permission of ARTIST OR ARTIST'S representative.

7. HOSPITALITY

Prior to performance, PURCHASER agrees to furnish a meal each for band members. In lieu of the meal, a \$25.00 buyout x 8 meals shall be furnished.

8. DRESSING ROOMS

A) If available, two dressing rooms should be provided, one for the artist, and one for the band, large enough to accommodate 9 people.

B) Prior to ARTIST'S arrival at venue, PURCHASER will provide in the dressing room:

* Assorted beverages....etc

9. PRODUCTION

A) A SOUND CHECK IS MANDATORY. ARTIST requires three (3) hours from the time of load-in to set-up and sound check. This sound check should be completed no less than fifteen (15) minutes before the house opens. PURCHASER shall not allow the audience to enter the facility until the ARTIST'S sound check is complete. In the event of a support act, additional time should be provided for sound check and set-up.

B) PURCHASER must provide at his/her sole expense all necessary stagehands, loaders and electricians to facilitate the setting up of sound, lighting and band equipment. One (1) Monitor engineer and (1) FOH engineer must be available from (1) hour prior to band load-in through completion of show. Sound and lighting equipment must arrive for set-up a minimum of two (2) hours prior to arrival of band equipment.

C) All staging, platforms, and risers must be in place and fully available to loading area at the time sound and lighting equipment arrive. Crew shall have the stage cleared of all other existing equipment and debris at this time.

D) PURCHASER or PURCHASER'S REPRESENTATIVE shall be present at the venue from the beginning of load-in through the end of the engagement and the end of load-out.

E) PURCHASER agrees to provide and pay for the sound and lighting systems outlined in the attached Aja Vu TECHNICAL RIDER. In the event that an installed system in the venue proves to be inadequate, the use of said system must be mutually agreed upon between both the ARTIST and ARTIST'S representative and PURCHASER.

F) ARTIST shall have the right to display a 30'X5' banner with the ARTIST'S name above the stage. In the event that additional banners are to be placed above the stage (for sponsors and/or radio station) ARTIST'S banner shall take precedent.

10. PARKING

PURCHASER shall at his sole expense provide secure, lighted parking in an area adjacent to the facility.

11. TRANSPORTATION & LODGING

In the event that PURCHASER is providing airline travel and/or hotel accommodations, PURCHASER shall agree to the following:

A) Airline tickets shall be as follows:

Seven (7) coach class tickets booked on American, United or Delta. NO PROP PLANES! If flights occur on the same day as the event, they must be direct and non-stop.

B) Hotel rooms shall be booked at four star accommodations as follows:

9 (nine) non-smoking single rooms. Hotel to approved by Tour Manager!

C) Ground's transportation to and from the airport as well as, to and from the venue.

FORCE MAJURE

A If any member of Artist's party shall become ill or incapacitated or if Artist shall become unable for any reason outside of his control to attend the engagement, Artist shall not be required to perform the engagement, in which instance, and monies paid by Purchaser shall be returned forthwith and neither party of this agreement shall be under any further obligation to each other for any further performance.

B In the event of a civil disorder the likes of which could result in damage to life and property, Artist in his sole judgement shall have the right to terminate this agreement at any time without liability.

OUTDOOR EVENTS

A Stage must be covered by canopy or roof.

B Artist will be paid in full according to contract if show is canceled due to adverse weather conditions (Ie. rain, winds exceeding 25 mph, snow etc...)

C The band will not perform outdoors in temperatures below 60 degrees. Decision to cancel or move indoors will be left to the joint discretion of the Purchaser, and the Artist's representative.

D If Purchaser does not have a suitable indoor location, Purchaser must pay Artist in full.

If there are any questions, please contact: Jim Douglas
Tel: 925.449.1724 Fax: 925.449.4074

AGREED AND ACCEPTED:

PURCHASER/DATE

ARTIST/DATE

TECHNICAL RIDER
Current as of 10/30/07

1. PA System

Shall include:

- 4 way amped boxes (Subs, Lows, Mids, Highs) with full venue coverage
- fully accessible crossover (system must be tunable by guest engineer)
- 40 channel front of house console with 8 aux sends minimum (Midas, Yamaha, Gamble, NO Mackie)
- * 3 digital reverbs
- * 1 digital delay with front time tap feature (TC 2290 or TC D-2)
- * 2 channels 1/3 octave EQ (Klark-Teknik, or TC) for FOH room tuning.
- * 6 channels noise gates (Drawmer - Aphex)
- * 10 channels Compression (DBX - Summit - Aphex)
- 1 CD player
- Qualified FOH engineer
- Qualified Monitor engineer

VERY IMPORTANT

Audio please be advised sound system MUST be capable of delivering 100db A weighted to FOH Console, and contain at least 5db of headroom before system clipping.

FOH shall be no further than 125 feet from the stage, unless FOH is an installed non-moveable house system.

Please have a "Talk to Stage" mic set up at FOH through an aux send and run to the monitor console, so our FOH engineer can communicate to the band on stage.

2. Monitor System

Shall include:

- * 40 channel monitor console with a minimum of 10 discrete outputs (Midas, Yamaha, Paragon)
- * 1 digital reverb
- * 10 channels 1/3 octave EQ (Klark-Teknik, or TC)
- * 8 Bi-amped monitors
- * Cue system to be used by artist monitor engineer

2. Lighting System

Shall include:

- * 120 par cans
- * 2 follow spots

Please deliver 1 case room temp water and 12 white hand towels to stage 1 hour prior to show

AJA VU

BACKLINE REQUIREMENTS

Please have a backline tech present for entire Load-in, Sound Check and Show

Aja Vu Management

Jim Douglas
Prime Time Entertainment
2388 Research Drive
Livermore, CA 94550
925.449.1724
925.449.4074 fax
artistmanager@aol.com

Tour Management

Brian Foisy
Prime Time Entertainment
2388 Research Drive
Livermore, CA 94550
925.449.1724
925.449.4074 fax
408-529-6388cell
foisyptes@yahoo.com

Aja Vu Lodging

<u>NAME</u>	<u>ROOM #</u>	<u>CONFIRMATION #</u>	<u>BAG #</u>
	_____	_____	1
	_____	_____	2
	_____	_____	3
	_____	_____	4
	_____	_____	5
	_____	_____	6
	_____	_____	7
	_____	_____	8

(tour manager)

*** Make all rooms non-smoking Kings. Please have rooms pre-keyed upon arrival.
*** Guests are responsible for their own incidental charges. If there are any questions please consult
Brian Foisy- Tour Manager
408-529-6388