

Kimotion:vs2 (K:vs2) 2008/2009

PERFORMANCE RIDER as of 03012010

All terms and provisions contained herein are integral and binding parts of the face of the agreement.

A) ADVERTISING: The Kimotion:vs2's (K:vs2) name and/or likeness will appear in all ads connected with the event(s) named in the agreement, in the first position and 100% size.

B) TRANSPORTATION / ROOMS: *If* AIR TRANSPORTATION is a provision of the agreement, unless otherwise indicated, Purchaser is to provide tickets. Flights must be on UNITED, or other STAR ALLIANCE AIRLINES ONLY. Costs will include all taxes and fees. Flights must be business class for Kimo Williams and Carol Williams. All mileage points accrued will be the property of the individual flyers. All flights must be to and from locations and at times convenient to The Kimotion:vs2. All flights must be direct, non-stop.

Transportation from the airport to the hotel must be provided as follows:

-Limousine or Van to pick up Kimotion:vs2 members that will be able to transport individuals and at least two pieces of luggage (for each member) comfortably. Either an 18 passenger air-conditioned private van, or two (2), 8 to 10 passenger mini vans. Additionally a sign will be at baggage claim for the band members (if they arrive separately from Kimo Williams) that also reads Kimotion:vs2.

-Ground transportation must be made available to our sound and production technicians for transportation to and from the venue.

-All ground transportation drivers must have specific driving directions to band accommodations and to performance venue. These driving directions will also be provided to the Kimotion:vs2 tour manager.

If HOTEL ROOMS are a provision of the agreement, they must be prepaid (including all taxes, gratuities, parking, and related fees), located at the venue hotel, and reserved under the individual names of the band members and crew. Early check-in and/or late check-in **is required**.

-BAND MEMBERS MUST BE ABLE TO OCCUPY THEIR ROOMS WHEN THEY ARRIVE. (EARLY CHECK-IN MUST BE GUARANTEED NOT JUST REQUESTED).

5 rooms should be reserved as follows:

(VIP type Suite) Kimo Williams and Carol Williams

4 standard singles (non-smoking)

Names of band members will be supplied at least a week before the performance.

Special note: if accommodations do not have an elevator all rooms must be on the first floor.

Per Diem. For events requiring a one or more night stay, Kimotion:vs2 requires Per Diem of not less than \$50 per person per day.

Please coordinate band members travel arrangements with Kimo Williams at kimo@omik.com

C) ACCESS TO VENUE: A clear access to the load-in area is required at least Five (6) hours prior to the time the audience is to be admitted. If load-in area is a soft deck (gravel, lawn, sand, etc.), Purchaser will provide a plywood walkway 1" thick x 36" wide the entire length of such soft deck. Lights in the loading and stage areas shall remain ON until load-in/out is complete.

Purchaser will provide parking, as close to the stage as possible, for up to five vehicles at no cost to Kimotion:vs2. Purchaser is responsible for procurement of any required union loaders, and/or technicians, and their compensation due, when required.

Kimotion:vs2 and their accompanying personnel shall be allowed COMPLETE ACCESS to stage, backstage, and **performance** areas. If necessary, Purchaser will provide back stage passes, badges, or other identification to allow access.

D) SOUND/LIGHTING CHECK: All Back-Line, Front of House (FOH) and Monitor (MON) (if used) load in setup and line check must be completed at least **3 hours** (or earlier) before the performance.

Additionally, If FOH engineer and MON engineer is provided he/she must be available **2 hours** before (doors) and ready to execute a full sound check. Kimotion:vs2 will need **1 1/2** hours allocated for sound check.

E) DRESSING ROOM: Purchaser will provide a separate private dressing room (or motor home), with electrical outlets, and comfortable seating as follows:

1 private dressing area for Ki o and Carol Williams and

1 band dressing room with one couch and 6 chairs.

F) STAGE:

If necessary, purchaser will provide electric fans, and/or heaters on stage to assure that stage temperature does not rise above 105 degrees F nor fall below 45 degrees F. If temperature exceeds either limit, Kimotion:vs2 will have the option to postpone, cancel, or curtail their show, with no effect to compensation.

There will be no smoking on or near the stage while Lt Dan Band personnel are on site.

All stairs (each step) leading from the stage must be illuminated or during a performance when any band member is utilizing the stairs a stage crew member must provide a flashlight to illuminate the stairs.

H) GENERAL TERMS AND CONDITIONS:

- 1) Please designate one person to be a liaison between band & client.
- 2) Please have a time schedule (itinerary) ready when the band arrives.
- 3) Kimotion:vs2 does not play "dinner" or "background" music.
- 4) Stage sharing: If Kimotion:vs2 is to share the stage with another act, DJ, awards ceremony, etc., Kimotion:vs2s band equipment shall have first priority in stage position, and will not be moved without Kimotion:vs2's permission.
- 5) NO SURPRISES! Please don't surprise the band with opening acts, comedians, Elvis impersonators, or other entities, which will require stage and/or PA system access.
- 6) Pre-show and intermission music, as provided by a DJ, opening act, or sound company, will not include any songs on Kimotion:vs2's current play list (as provided at the event). If a DJ is to be used at the event, he will be positioned off stage, or on an unused area of the stage that will not interfere with Kimotion:vs2's **performance**. DJ will not use any of Kimotion:vs2's sound equipment, speakers, wires or electricity particular to Kimotion:vs2's stage, without Kimotion:vs2's permission.
- 7) Kimotion:vs2 shall retain the sole, exclusive right to merchandising and 100% of moneys derived there from. This includes, but is not limited to: t-shirts, records, tapes, CDs, posters, pins, hats, etc.
- 8) The **performance** will not be recorded or transmitted without the prior consent of Kimotion:vs2. Purchaser has the right to videotape Kimotion:vs2's **performance** for in-house use only. Purchaser will supply a copy of the unedited video to Kimotion:vs2 at no cost to Kimotion:vs2.
- 9) Purchaser will provide adequate security for personnel, stage, back stage, and parking areas. Purchaser will not allow stage access to audience members. Purchaser will create a visible (tags, wrist bracelets, etc.) back stage pass procedure for access to the backstage. Purchaser is responsible for loss, or damage to equipment, personnel, or vehicles due to inadequate security, or an unruly audience. Purchaser is responsible for any insurance coverage (liability, workers' comp. etc.) naming Kimotion:vs2 as additional insured.
- 10) Kimotion:vs2 retains the right to add, subtract, or change band members (other than Kimo Williams) and crew without notice.

11) Kimotion:vs2 will be provided at least 10 (all access) guest passes.

12) Cancellation of this event due to acts of nature, illness, epidemic, death, strikes, war, transportation or venue maladies, terrorist acts or threats, or other causes will not effect any compensation due Kimotion:vs2. Any "rain date" will be negotiated and written apart from this agreement. Purchaser is encouraged to secure "rain insurance" to cover such cancellation.

13) Should there be a disparity between Kimotion:vs2's **performance rider** or technical **rider** (when applicable), and that of another entity (i.e. other act, venue, sound company, etc.), Kimotion:vs2's **rider** will take precedence.

_____ Date: _____
Artist (Kimotion:vs2 representative)

_____ Date: _____
Purchaser