

goingbarefoot•inc.

from a presenter's point of view... an artist's standard of performance

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Tech Rider THE MALPASS BROTHERS

This rider is to be attached to and made part of the Agreement for Artist Services between **The Malpass Brothers**, hereinafter referred to as Artist, and the Purchaser as designated.

Please read this rider carefully. It is an essential part of the attached contract for a performance by the Artist. By signing it, you are agreeing to supply the Artist(s) with certain equipment and working conditions necessary to their performance. Any breach of the terms of this rider is a breach of the contract and may cause the Artist to cancel the performance, without releasing you from obligation to pay them.

1. Artist shall receive 100% billing on all advertising, posters, flyers, programs, tickets, etc. as:

THE MALPASS BROTHERS

2. Purchaser shall provide the following at his/her sole expense:

A. Dressing Rooms: Whenever possible, please provide two (2) private dressing rooms, one for Taylor and Christopher, and one for additional band members. Dressing rooms shall be clean, comfortable, well lighted, and heated or air conditioned, and shall be within easy access to clean and preferably private lavatories well supplied with soap, toilet tissue and towels.

B. Hospitality: Purchaser will provide light catering at time of load-in plus a full hot meal in venue (no fast food) at least two hours before the starting time of the engagement. If the meal must be served off-premises or on a buyout basis, please make sure any such arrangement is confirmed in advance. The Artists do not require specific menu items for the hot meal. If you have questions about a suggested menu, please check with the Artist during the show advance. Up to six persons may be traveling in the group.

1. At load-in: Chilled sodas, hot water for tea (assorted teabags) and coffee, with sugar, sweetener, honey, lemon, and milk; sixteen (16) bottles of room temperature bottled water; fresh fruit. Utensils, etc. as required.

2 . At showtime: Replenishment of supply of room temperature bottled water; several hand towels available on and off stage.

C. Four (4) complimentary seats in preferred locations per show to Artist for their use. The Artist or their representative will contact box office no later than two hours prior to performance as to how many will be used or whether complimentary seats may be released.

D. A safe and securely erected stage with sufficient space and dimensions for Artist to perform comfortably and safely.

E. See stage plot attached for mic and amp positions. Lighting should be focused accordingly.

Microphones as indicated for

1) bass amp; 2) snare drum; 3) electric guitar amp; 4) acoustic guitar; 5) mandolin; 6) steel guitar amp; 7) dobro; 8) vocal mic/Christopher; 9) vocal mic/Taylor

The brothers prefer their bass and guitar amps to be raised, not on the stage floor.

Three monitors required downstage. 1 monitor needed for drummer.

F. If backline is required due to fly date or other reason, Artists will travel only with their musical instruments. All mics & amps will need to be provided by the Presenter, subsequent to confirmation with the Artists when advancing the date. Preferences are Fender Bassman amp or comparable for bass, Fender Blues amp for Princeton Reverb for guitar. Shure 57 or 58 mics; only snare and high hat for drums.

G. AUDIO: A first class sound system plus a dedicated sound engineer available from load-in until after performance. The audio engineer running the board should be sensitive to essential vintage country musical styles.

H. LIGHTING: Christopher and Taylor enjoy their work together and play off each other throughout the performance. This is not an all-scripted performance. Interplay with the band, banter and audience interaction is quite of-the-moment. For the majority of solos and duets, the two work down center most of the time, so it's nice to have a lot to offer there.... It's nice to light the artists from the back, top and sides and let the follow spot cover the front if available.

If you can, use a two-color full stage wash in red and blue. Any other additions in color and focus you feel enhance the look -- go for it. Whoever runs the lighting console should be comfortable with making looks "on the fly."

Note: This is an engaging, personal performance. It's real, and it changes on each stage. The Malpass Brothers are young, talented musicians, songwriters and vocal artists. They have a lively sense of humor, an endearing family dynamic and a genuine warmth that's infectious. The presenter should have a good time with this show. Of course, it's work from all sides - but it's the kind of work that creates an experience worth remembering - for all the right reasons.

1. Transportation: Purchaser shall provide all necessary ground transportation, if required, for the Artists. This includes but is not limited to transportation between airport and hotel, and transportation between hotel and venue. For fly dates, if the Artist is not met at the airport upon arrival, they have the option of hiring transport to the hotel, or venue, at the expense of the Purchaser. If air transport is provided by Purchaser, airline tickets must be able to be modified to accommodate changes in personnel or itinerary, without liability to Artist.

4. While the Malpass Brothers are delighted to accommodate requests for media interviews, Purchaser shall not commit Artist to any personal appearances, interviews or any type of promotion or appearance without Artist's prior consent.

5. Artist reserves sole, exclusive right to determine content of the performance.

6. Purchaser shall not permit and will prevent:

A. The recording, filming, taping, videotaping, photographing of the Artist's performance, or any portion thereof, without the Artist's prior written consent.

B. The manufacture, distribution, and/or sale of any and all souvenir items associated with the Artist or Artist's performance, without Artist's approval.

7. Payment / Settlement: Purchaser is to remit fee payment according to procedure and schedule outlined on the cover Agreement for Artist Services.

If otherwise arranged and approved with Artist's representative, Purchaser may deliver payment directly to Artist prior to performance, the guaranteed amount or the balance of the guaranteed amount if a deposit has already been paid. Payments are to be in the form of certified or company check, made payable as specified on the face of the contract. In an occasional situation where a percentage agreement or overage clause is in effect, any balance due is to be paid immediately after the closing of the box office. Unless otherwise approved, this final settlement will take place no later than sixty (60) minutes after the performance. At that time, a ticket printer's manifest and a detailed box office statement signed by the Purchaser is to be given to Artist's representative. This statement is subject to the approval of Artist or Artist's representative.

8. Purchaser agrees not to, under any circumstances, deduct any monies whatsoever from the agreed upon payments to Artist under this agreement, including any state or federal taxes of any kind, unless any such deduction has been discussed and agreed upon in advance.

9. In the event of a conflict, Artist may cancel the engagement without liability, by giving the Purchaser at least sixty (60) days written notice to such effect in order to render their services in preparation for performance relating to major concert or television appearance. Should the Artist cancel the engagement pursuant to this provision, Presenter shall have no further obligations to the Artist and Presenter shall be entitled to the return of any Advance Deposit paid pursuant to this Agreement.

10. Artist shall have the right of approval of Supporting Act or Acts appearing with Artist during engagement hereunder, and the percent of Billing for said Act or Acts; said approval not to be unreasonably withheld.

11. Any proposed additional terms and conditions that may be affixed to this contract or rider by the Purchaser do not become part of this contract until signed by the Artist. By sole act of signing, Purchaser readily accepts all provisions of the Artist's contract, regardless of any additions or deletions that the Purchaser may try to make.

AGREED AND ACCEPTED:

PURCHASER

DATE

ARTIST

See stage plot attached.

Visit http://www.goingbarefoot.com/artist_malpass.php

For booking/event issues, contact goingbarefoot; www.goingbarefoot.com;
stephen@goingbarefoot.com

Direct technical/audio questions to Taylor Malpass, cel 919.750.3042 or Christopher Malpass, cel 919.738.7380; email to Andrea Malpass at andreamalpass01@att.net.