

CHRIS POTTER (SOLO)

US VERSION

CONTRACT RIDER

Current: September 2009

(Subject to Change)

RIDER ATTACHED AND MADE FULLY A PART OF CONTRACT DATED _____
BETWEEN **CHRIS POTTER** CONTRACTED THROUGH **VISION ARTS MANAGEMENT INC.**
(HEREINAFTER REFERRED TO AS "ARTIST" AND "ARTIST'S MANAGEMENT") (HEREINAFTER
REFERRED TO AS "PROMOTER") TO COVER HIS PERFORMANCES ON _____. IN
THE EVENT OF ANY INCONSISTENCY BETWEEN THIS RIDER AND THE CONTRACT TO WHICH
IT IS ATTACHED, THE TERMS OF THIS RIDER SHALL PREVAIL.

NOT FOR CONTRACTUAL USE

The following rider represents the requirements of the Artist on the attached contract. Please read it carefully. By signing it, you are agreeing to supply the Artist with certain equipment and working conditions, which are essential to their performance. Any breach of the terms of this rider is a breach of the contract and may cause the Artist to refuse to perform, without releasing you from the obligation to pay them.

WE LOOK FORWARD TO A SMOOTH AND SUCCESSFUL ENGAGEMENT AND WOULD BE HAPPY TO ASSIST YOU IN ANY WAY. IF THERE ARE ANY PROBLEMS IN FULFILLING ANY OF THESE REQUIREMENTS, PLEASE CALL AS SOON AS POSSIBLE:

Vision Arts Management
16 Clint Finger Road
Saugerties, NY 12477
Fax (845) 247 - 8970

Contact:
Louise Holland
Tel: (845) 247- 8969
e-mail: Louise@VisionArtsMgmt.com

DO NOT MAKE ANY CHANGES WITHOUT PERMISSION FROM ARTIST'S MANAGEMENT.

THANK YOU FOR YOUR COOPERATION.

1. Deposit / Payment

Unless prior arrangements have been made:

- A. The agreed upon deposit shall be mailed to **Vision Arts Management Inc., upon the signing of the contract**, made payable to _____.
- B. The balance of the Artist's fee, in the form of a CHECK, shall be due on the day of the performance and made payable to: **CHRIS POTTER**. Check must be given to the Artist or Artist's Representative at SOUND CHECK.

2. Billing / Other Artists

The correct billing for Artist, applicable in all promotional materials shall be:

CHRIS POTTER

The Artist will be given 100% top/star billing (see above) in any and all paid advertisements and publicity, including, but not limited to posters, fliers, programs, signs, marquees and banners. The Purchaser will notify Artist of any other artist(s) that may appear at the same engagement. The Artist reserves the right to approve any opening act. Performance of opening act may not exceed 45 minutes without written approval from the Artist's Manager.

3. Transportation & Hotel

In addition to the agreed airline transportation & hotel accommodations on the face of contract, Purchaser shall provide (at no expense to ARTIST) all local transportation. This includes airport/hotel/sound check/performance/hotel and return airfare on any public local events, etc. Sufficient vehicle(s) must be provided for transportation of two (2) persons, various instrument cases and personal luggage.

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All hotel accommodations will be in a minimum four-star hotel near the place of the performance. Purchaser will provide two (2) Single rooms for the entire length of the engagement including rehearsal days, if any. The rooms should be non-smoking, quiet and away from elevator and ice machine, and be available for check-in upon arrival. Hotel must include a fax machine and restaurant.

All hotel information should be faxed to Vision Arts Management Inc. at (845) 247-8970 no less than **30 Days Prior to the Engagement**.

4. Setup / Rehearsal

On the first day of the performance (for multi-night engagements), the venue will be made available to Artist for technical setup and rehearsal for a **minimum of 45 minutes, up to two (2) hours**. Purchaser will provide the house electrician, house sound technician, who will also be available for the performance, house spotlight operator and a minimum of one stagehand/loader/unloader at that time. One loader/unloader will also be made available to Artist during load-out following the performance. The audience will not be permitted into the performance space until setup/rehearsal has been completed.

5. Sound / Lighting Requirements

The attached Schedule "A" is made fully a part of this agreement.

Purchaser shall provide at his sole cost and expenses a first-class sound reinforcement system capable of providing an even coverage and distortion free sound levels to all parts of the venue; microphones and monitors per attached stage plot and a professional engineer to operate said system for the full sound check and performance. Once Artist has sound-checked, equipment and levels cannot be changed or re-arranged prior to the performance. Artist Representative will work in conjunction with the house sound engineer and have final approval of house sound levels.

All lighting, sound and stage preparations must be completed prior to the arrival of Artist at the venue and not less than four (4) hours prior to doors opening. ARTIST may require up to 2 hours for sound check.

Purchaser shall provide lighting system capable of assorted stage washes and specials for performers.

6. Dressing Rooms / Security / Catering

Purchaser will provide one (1) dressing room, to be available from artist's load-in until well after load-out. Dressing rooms shall be private, clean, dry, well lit, heated or air-conditioned and shall have a full-length mirror with appropriate lighting and comfortable seating area in each dressing room. Each dressing room shall have a private, clean bathroom, complete with soap, tissue paper, and wastebasket, suitably secured with lockable doors and shall contain the following:

- Garment rack
- One (1) clean bath towel, per person
- Two (2) clean hand towels, per person
- One (1) iron & ironing board, per room
- Bottles of spring water
- Assorted fruit juices
- Assorted sodas on ice
- Assorted teas and hot water
- Coffee (milk, cream & sugar on the side)
- Assorted sandwiches
- Condiments on the side
- Chips & dips
- Assorted cookies and candy bars
- Assorted fresh fruit
- Vegetable platter and crackers
- Clean ice for drinks
- Twenty-four (24) 16 oz. Plastic cups

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In addition to the above, Purchaser will provide all necessary items (i.e. plates, napkins, etc.) for consumption of food specified above and **hot meals for two (2) people** on each night of the engagement; all meals should contain an entrée and a healthy variety of side dishes.

NO FAST FOOD PLEASE. Mealtime shall be coordinated with Artist Representative. Meal vouchers for area restaurants will be acceptable with consent from Artist Manager.

Purchaser will guarantee proper security to all musicians, instruments and their personal property before, during and after the performance(s). Special attention is to be paid to the dressing room(s), stage areas and all entrances and exits. Proper security will commence upon Artist's arrival.

7. Ancillary Sales

At no expense to Artist, Purchaser agrees to supply Artist with adequate space and a sales person for the sale of recordings, photos, apparel, souvenir books, etc. at the venue. The Artist retains the sole and exclusive right to sell such material and no other such sales will be permitted at the venue without the expressed written permission of Artist.

8. Use of Artist Name / Interviews

The name/likeness of Artist may not be used or associated, either directly or indirectly, with any product or service without Artist's prior written consent.

Pre-tour interviews will be granted to individuals representing major print or electronic media wherever possible with prior approval of Artist Management. All requests for interviews shall be submitted to Artist's Management in advance.

Requests must include the following information:

- Name of person who will perform the interview
- Name of publication or radio/TV station
- Phone number/address of interviewer/publication
- Type of interview (phone/live) and length of interview

Artist availability for interview cannot be guaranteed. The Artist retains the right to approve or disapprove of any interviews for print or electronic media in conjunction with the performance. Day of performance interviews and/or autograph sessions will take place only if time permits. Purchaser agrees to NOT commit Artist to any personal appearances, interviews or any other type of promotional appearance without the prior written consent of the Artist or Artist's Manager. Such arrangements shall be made through Artist's Manager.

9. Complimentary Tickets

Upon request, Purchaser will provide Artist with twenty (10) complimentary tickets to be held at the box office under the name, Chris Potter, unless other prior arrangements have been made. Artist comps should be premium quality reserved seating with an unobstructed view of the stage. Unused complimentary tickets may be released one (1) hour prior to performance.

10. Recording / Photography

There will be **ABSOLUTELY NO AUDIO RECORDINGS, VIDEO RECORDINGS OR RADIO BROADCASTS** of the performance unless prior written permission is granted by Artist or Artist's Manager. All cassette recorders, DAT machines or other unauthorized taping equipment shall be confiscated by Purchaser and held until completion of the performance.

There will be no flash photography during the performance. Non-flash photography will only be permitted with consent from Artist or Artist's Manager and there may be a limit on the number of photographers by the Artist. If such permission is granted, the Artist or Artist's Manager will provide contact sheets and agree to provide Artist with one (1) photograph of Artist's choice gratis, to be used for publicity purposes.

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11. Miscellaneous

Artist has 100% control of the production and presentation of their performance, including but not limited to staging, lighting, sound, wardrobe, emcee, and material.

Purchaser agrees to supply all necessary permits, licenses, and authorizations from any and all government agencies, bureaus, departments, Federal, State, and/or Local governments and to provide immigration clearances if the engagement is to take place outside the United States.

Artist's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, transportation delays, acts of God, labor difficulties, epidemics, or any act or order of a public authority or any other cause, similar or dissimilar, beyond Artist's control.

In the event of a breach by Purchaser of any of the terms, covenants or conditions of this contract, Artist shall not be required to perform hereunder and Purchaser shall pay to Artist the full amount of fixed payments required hereunder. A breach of any clause contained in this rider by Purchaser shall be deemed a material breach. If Artist elects to perform notwithstanding a breach of this agreement by Purchaser, the performance by Artist shall not constitute a waiver of any claim Artist may have for damages or otherwise.

Purchaser shall provide Artist's representative with **ORIGINAL** copies of all press releases, fliers, posters, articles and reviews pertaining to said performance.

In case of any conflict of terms, the terms contained in this rider shall prevail over any others. All terms of this rider are specifically accepted by Purchaser unless they are waived by Artist or Artist's representative. Such waiver shall only be effective if initialed by both Artist or his representative and Purchaser.

AGREED AND ACCEPTED BY:

PURCHASER

CHRIS POTTER

DATE

DATE

SCHEDULE “A”

Please copy and distribute to all technical personnel

SOUND / MUSICAL EQUIPMENT SUPPLIED BY PURCHASER:

The Purchaser shall provide sound reinforcement and monitor system adequate for the venue; Same sound person should be available for sound check and concert. Purchaser shall also provide the following:

PA System must be in stereo; House Console must be in the center of the stage with no boots

House Console

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- Minimum 16 channels x 4K Soundcraft (Yamaha, Crest or comparable).
- Front of House Console must have a minimum of four (4) separate, switchable (pre/post-fader) auxiliary sends (for monitors if necessary) and two (2) post-fader auxiliary sends for effects.

NO DIGITAL CONSOLES (e.g. YAMAHA O2R)

Outboard Gear/ Effects:

- Two (2) 31-band Graphic Equalizers (Klark Teknik or comparable for House L & R)—NO DIGITAL EQUALIZERS!
- Four (4) BSS or DBX Compressors
- One (1) Lexicon PCM 70 Digital Reverb
- One (1) Yamaha SPX 900 Digital Reverb

Monitors can be mixed from Font of House, but Front of House Console must have Four (4) switchable Pre/Post fader auxiliary sends for monitor sends. Otherwise Monitor Consoles with minimum 16 channels x 4 sends (Yamaha, Soundcraft or comparable) should be provided:

- Four (4) separate monitor mixes (minimum)
- Four (4) Pre-fader mixes
- Four (4) monitor wedges—1 x 15 speaker with horn
- Four (4) 31-band Graphic Equalizers (Klark Teknik or comparable)—NO DIGITAL EQUALIZERS!

Purchaser shall provide at his sole cost and expense a safely constructed and physically secure stage with the performance area being a minimum of 150 square feet (15’ wide x 10’ deep). If the engagement is to be outdoors, the Purchaser agrees to provide an adequate covering over the stage and adjacent off-stage areas that will protect the Artist and their equipment from the elements. The stage should be furnished with:

- One (1) music stands with concert lights.
- Two (2) clean hand towels.
- Two (2) liters of bottled drinking water

Stage must be clear of all cases and unnecessary must equipment and must be cleaned (swept) prior to load-in. All cable runs in the performance area or walkways should be neatly run and taped down and/or covered.

SCHEDULE “A” (continued)

Please copy and distribute to all technical personnel

SOUND / MUSICAL EQUIPMENT SUPPLIED BY PURCHASER (continued):

	Tenor Saxophone	RE 20	Medium Boom
	Soprano Saxophone	AKG 535	Medium Boom