

ABSOLUTELY NO CHANGES ARE TO BE MADE ON THIS RIDER WITHOUT PRIOR AGREEMENT BY ARTIST'S MANAGEMENT

Performance:

Performance Date:

NOT FOR CONTRACTUAL USE

Billing: "JAMES FARM, with (or featuring) Joshua Redman, Aaron Parks, Matt Penman and Eric Harland" (100% Billing)*

* With the exception of Joshua Redman, personnel subject to change

THIS RIDER IS ATTACHED TO AND HEREBY MADE PART OF THE CONTRACT DATED

BETWEEN **CREATIVE CONTROL CORP.** f/s/o **JOSHUA REDMAN** (HEREINAFTER REFERRED TO AS "ARTIST") AND _____
_____(HEREINAFTER REFERRED TO AS "PURCHASER").

1. CREATIVE CONTROL

The ARTIST shall have exclusive control over all creative elements of the engagement including, but not limited to, the following: audio, lighting, curtains, staging, set pieces, quantity and type of musicians, repertoire, length of performance*, supporting/opening acts, presenters and speakers (including master of ceremonies and welcoming speakers) and their length of performance, and any ancillary music, film or videotape played to patrons at any time. All pre- and post-show activities must be approved, in advance, by the ARTIST.

* Theaters & Performing Arts Centers: One (1) seventy-five (75) to ninety (90) minute set with NO INTERMISSION

* Clubs: One (1) sixty (60) minute set with NO INTERMISSION

2. MARKETING

Any use of ARTIST'S name or likeness requires approval, in advance, by the ARTIST. This engagement is not to be announced, promoted or advertised to anyone without prior written approval from the ARTIST. All marketing and promotional efforts (and the actual content and wording of all such efforts) including, but not limited to: press releases, sponsorships, website listings, e-mail blasts, print ads, radio spots, postal mailings, programs, playbills, fliers, tickets, lobby and marquee signage must be approved, in advance, by the ARTIST.

_____initials

3. **TICKETS**

- (a) All tickets are to be printed by a bonded ticket supplier and consecutively numbered. PURCHASER agrees that they are liable for any and all counterfeit tickets, and under no circumstances is ARTIST to assume loss of income as a result of such tickets.
- (b) If PURCHASER sells tickets above the authorized ticket price (including other wise tickets above the capacity of the venue / or sells more tickets than the Contract allows) then PURCHASER shall receive a hundred percent (100%) net of all gross receipts resulting therefrom. PURCHASER must inform the ARTIST of the status of ticket sales (including sold tickets and complimentary tickets) on a weekly basis, beginning when the performance goes on-sale and continuing through the day of the performance.

NOT FOR CONTRACTUAL USE

- (d) If ARTIST is being paid under the percentage of receipts basis, PURCHASER is allotted the following numbers of complimentary tickets:

<u>Venue Capacity</u>	<u>Number of Complimentary Tickets Allotted to PURCHASER and ARTIST</u>
0-200	10
201-500	14
501-1500	20
>1500	30

- (e) PURCHASER agrees to hold _____ (a number equal to those provided in the schedule above) complimentary tickets for ARTIST for each show. In the case of a festival where several acts are performing, ARTIST must receive twenty (20) complimentary tickets. These tickets must be located within the center section, rows five (5) through ten (10).

4. **TRANSPORTATION AND LODGING**

(a) **Ground Transportation:**

One (1) passenger van (6 seat minimum) and one (1) twelve foot (12') equipment/cargo van (with all seats removed to fit an upright bass) to be provided upon arrival to transport ARTIST and their crew from airport to hotel, hotel to place of performance, to hotel at end of performance, and to airport in time for ARTIST'S departure. In the event there is no one at the airport within thirty (30) minutes of ARTIST'S arrival, ARTIST will rent necessary vehicles for transportation to hotel and place of performance at PURCHASER'S sole cost and expense. Such amount shall be paid in cash prior to the performance, otherwise ARTIST shall not be required to perform and the amount of the Contract price shall be due ARTIST.

In the event ARTIST and their equipment are unable to arrive at the nearest airport to the venue because of aircraft's limitation in transporting ARTIST'S equipment, ARTIST will:

- (1) endeavor to arrive at the airport in the venue city with their musicians, and PURCHASER must provide a six (6) seat passenger van to transport ARTIST as set out above, and
- (2) send their Tour Manager and Sound Engineer with the ARTIST'S equipment to the nearest large/metro airport located within a 200-mile radius or 4-hour road travel time to

_____initials

the venue. PURCHASER must provide a twelve foot (12') cargo van to pick up Tour Manager, Sound Engineer and equipment, and drive to the venue city as set out above.

If the ARTIST arrives by tour bus(es), the PURCHASER will still need to provide ground transportation as the bus is not a limousine service, and is restricted as to where it can travel to and park. ARTIST'S bus(es) will require shore power if, and when, parked at the venue.

(b) **Air Transportation:**
Where travel is provided to the venue, PURCHASER shall reimburse ARTIST for five (5) first class airfare from city of origin to performance city to next destination. All air tickets shall be booked by ARTIST'S designated travel agent.

(c) **Hotel Accommodations:**

All hotel accommodations must be approved, in advance, by the ARTIST. PURCHASER shall provide, at no cost to ARTIST, one (1) suite and four (4) single rooms, each with king/queen size beds. Hotel should provide 24-hour room service or alternative service comparable to 24-hour service, high-speed internet access in the rooms, a health club or gym with free weights and/or Nautilus system, cable/satellite television featuring ESPN (sports channel), CNN (cable news), etc.

In some cases, ARTIST may choose to make their own hotel arrangements. If ARTIST does choose to make their own hotel arrangements, PURCHASER will not make changes to these arrangements and agrees to reimburse to ARTIST reasonable hotel expenses and accommodations, unless otherwise mutually agreed between ARTIST and PURCHASER.

If you have already designated a hotel, please contact Mary Ellen Stefanides at Wilkins Management for approval:

COURTNEY HAWKES
Wilkins Management
323 Broadway
Cambridge, MA 02139
Telephone: 1-617-354-2736
Fax: 1-617-354-2396
Email: courtney@wilkinsmanagement.com

5. **DRESSING ROOMS**

SEE ADDENDUM A - PRODUCTION/TECHNICAL SPECIFICATIONS

6. **CATERING**

SEE ADDENDUM A - PRODUCTION/TECHNICAL SPECIFICATIONS

7. **BACKLINE EQUIPMENT**

SEE ADDENDUM A - PRODUCTION/TECHNICAL SPECIFICATIONS

_____initials

8. STAGE, LIGHTING AND SOUND

PURCHASER shall provide, at their sole cost:

- (a) A stage which must be a minimum of twenty feet deep from down stage edge to upstage wall, and a minimum of thirty feet from stage left to stage right (not including wings in the instance of a proscenium theater) [20' x 30']. The stage must be flat, not raised or sloped, smooth and stable.
- (b) For out-of-town markets, a tent (including all instruments and equipment) must be completely covered by a suitable and stable roof with wings in order to protect ARTIST and equipment from the elements, to ARTIST'S satisfaction.
- (c) A close-cropped gray carpet measuring five feet by seven feet (5' x 7') for the drum set.
- (d) A professional lighting system capable of a general stage wash.
- (e) A professional sound augmentation system capable of providing clear, non-distorted and evenly distributed sound throughout the audience area, and microphones and monitors as provided in the attached stage plot and technical specifications.

Please do NOT preset the stage and/or lights prior to Tour Management's arrival at the venue. It will only result in repositioning, refocusing, etc.

9. METHOD OF PAYMENT

- (a) Per the schedule outlined on the Contract face, PURCHASER shall pay a deposit to ARTIST'S booking agency, International Music Network.
- (b) **Unless otherwise advanced by the ARTIST, the balance of the guaranteed amount is to be paid in U.S. currency via bank wire to the ARTIST'S account. Please contact ARTIST Management for bank account information. The amount due must be RECEIVED by the ARTIST'S bank account PRIOR to the performance, and the confirmation receipt must be given to the ARTIST'S Tour Manager. To ensure that the balance is received by the ARTIST prior to the performance, please execute your wire transfer at least five (5) business days prior to the performance date.**
- (c) All cash requests will be advanced by the ARTIST.
- (d) Percentage Contract Price: Any balance due on a percentage computation is to be paid immediately after the closing of the box office. Unless otherwise approved, this final statement will take place no later than sixty (60) minutes after the completion of the event. At that time, a computer manifest and computer box office statement, certified and signed by the PURCHASER, is to be given to ARTIST'S Tour Manager. This statement is subject to the approval of ARTIST.

In cases where a break figure is not part of the computation, if PURCHASER has other or greater expenses, the break figure shall not be affected. If, however, the bona fide aggregate paid bills relating to any of the above listed costs shall total less than stated herein, the break figure will be reduced by the difference between the total listed costs as established, to the reasonable approval of the ARTIST'S auditors based on

_____initials

the paid bills maintained in connection with the event. Under no circumstances will the break figure be increased. PURCHASER represents that total costs are \$_____.

10. **MISCELLANEOUS**

(a) **Work Visas and Permits:**

PURCHASER shall provide and pay for a valid visa or other permits as required by law or government officials in order for ARTIST to perform the engagement. ARTIST shall provide, in a timely manner, whatever information requested by PURCHASER for the application process. Conditioned on ARTIST'S prompt attention to PURCHASER'S request for information, if PURCHASER fails to secure visas or permits seventy-two (72) hours prior to the ARTIST'S scheduled departure for the country/city of the engagement, ARTIST shall not be required to attempt such travel, and PURCHASER shall remain liable to ARTIST for the full fee herein provided (and provided in any other agreements with ARTIST) and any amounts otherwise payable as a matter of law.

(b) **Force Majeure:**

ARTIST'S obligation to perform hereunder is subject to postponement or cancellation by reason of an event of Force Majeure. The term FORCE MAJEURE includes, but is not limited to: illness, sickness, injury, detention resulting from inability to obtain reasonable means of transportation, riots or other manifestations of civil strife, emergencies, strikes or other forms of labor difficulties, epidemics, an act or order of any public authority or court, Acts of God, and/or similar or dissimilar causes beyond ARTIST'S reasonable control. In the event of any riot, boycott, pickets or other manifestation of civil disorder which could result in damage to the person or property of ARTIST, ARTIST personnel or the audience as determined by ARTIST'S Representative in their absolute discretion, then ARTIST shall be excused from ARTIST'S obligation to perform hereunder, without any liability to PURCHASER. It is agreed that there shall be no claim for damages by either party to this Contract, and each party shall bear their own costs attributable to the canceled engagement provided, however, if ARTIST has undertaken travel to the performance site when such Force Majeure event takes place. PURCHASER shall absorb ARTIST'S travel expenses (except if ARTIST'S illness or injury is the Force Majeure event).

In the event of such cancellation, the performance shall be rescheduled subject to ARTIST'S prior obligations at a mutually convenient time.

(c) **Inclement Weather:**

Notwithstanding anything contained herein, inclement weather shall not be deemed to be a FORCE MAJEURE occurrence, and PURCHASER shall remain liable for payment of the full Contract price even if the performance(s) called herein are prevented by such weather conditions. ARTIST'S Representatives shall have the sole right, in their discretion, to determine in good faith whether any such weather conditions (such as, without limitation: rain, snow, sleet, lightning, excessive wind or temperatures below 40 degrees) shall render the performance(s) impossible, dangerous, hazardous or unsafe.

(d) **Cancellation:**

ARTIST reserves the right to cancel this engagement without any liability to PURCHASER and/or any of PURCHASER'S personnel no later than thirty (30) days prior to the performance date by written notice to PURCHASER at the address set forth in the Contract.

_____initials

(e) **Termination:**

ARTIST may terminate Contract if:

(1) ARTIST, any band member, or key personnel contracted for this engagement shall die, become ill or incapacitated for any reason.

(2) In the ARTIST'S judgment, the performance may result or in like to expose ARTIST, any band member, or any member of ARTIST'S band or company contracted by ARTIST, or any person or the audience to danger of death or injury or civil strife of any kind, or by reason of any threat or outbreak of violence.

(3) Performance of any of ARTIST'S obligations shall expose ARTIST, any band member, or ARTIST'S employees, agents or independent contractors to civil or criminal proceedings of any kind.

If this Contract is terminated by ARTIST for any of the aforesaid reasons then, as ARTIST'S sole obligation, ARTIST agrees to refund to PURCHASER any amount paid by PURCHASER to ARTIST pursuant to the Contract, and the ARTIST shall not be liable to PURCHASER for any other loss, damage or expense claimed to have been suffered by PURCHASER as a result of such termination.

(f) **Default by PURCHASER:**

If PURCHASER breaches any of their obligations hereunder, including, without limitation, PURCHASER'S refusal or neglect to: provide or supply any of the items required hereunder; comply with any requirement set forth herein; proceed with the presentation of the engagements which are the subject of this Contract; timely make any of the payments referred to herein; furnish the type, size and quality of public address system requested by ARTIST or, if at any time prior to or during the actual performance of ARTIST, should said public address system be otherwise than in perfect working condition; then in any such events, ARTIST shall give notice thereof to PURCHASER. If PURCHASER fails to cure such breach then, in addition to any of ARTIST'S other rights or remedies, ARTIST may elect to terminate this agreement and/or any other agreements with PURCHASER in respect of other engagements to be performed by ARTIST, without liability to perform or otherwise. In such event, ARTIST shall retain all amounts theretofore paid to ARTIST by PURCHASER as a partial offset against amounts owed, and PURCHASER shall remain liable to ARTIST for the full fee herein provided (and provided in any other agreements with ARTIST) and any amounts otherwise payable as a matter of law.

(g) ARTIST shall not be required to perform before any audience which, in the ARTIST'S sole discretion, is segregated on the basis of race or creed, or where physical violence or injury to ARTIST is likely to occur, nor where strike, or the threat thereof, exists.

(h) **Photography, Recording, Filming, Taping and Broadcasting:**

(1) No portion of the rehearsal, sound-check or performance(s) may be photographed, recorded, filmed, taped, broadcast or mechanically reproduced in any form for the purpose of reproducing such performance(s), without prior written consent from ARTIST Management. If any such unauthorized recording is discovered during ARTIST'S performance, ARTIST shall have the right to withhold performance without prejudice to their rights hereunder.

_____initials

(2) ARTIST or their designated Representative shall have the right to film, tape and/or record any performance hereunder without the payment of any compensation to PURCHASER and/or venue. The PURCHASER, venue, nor anyone deriving rights from or through either of them shall have any interest in any film, tape or recording, or in any ancillary right with respect to any film, tape or broadcast show. PURCHASER shall use their best efforts to assist ARTIST or their Representative in connection with the filming, taping or recording of the show. ARTIST agrees that it is solely the responsibility of ARTIST and PURCHASER, and not the venue, to ensure that all necessary permits are obtained and that all costs and expenses in connection with the production, filming, taping, broadcast or recording unless otherwise agreed.

NOT FOR CONTRACTUAL USE

(i) PURCHASER agrees that there will be no signs, placards, banners or other commercial advertising material on or near the stage during performance(s), nor shall ARTIST'S appearance be sponsored by, or in any other way tied with, any commercial product or company without prior written consent from ARTIST or their Management. PURCHASER further agrees that ARTIST'S name will not be used in association, directly or indirectly, with any product or service without ARTIST'S prior written consent. PURCHASER is enjoined from selling or distributing any merchandise bearing the likeness of ARTIST, any phonograph recordings, or any other souvenir material at the performance(s) hereunder without ARTIST'S prior written consent.

(j) **Insurance:**

PURCHASER agrees and will provide ARTIST with a certificate of insurance evidencing the following:

(1) Comprehensive general liability insurance as required by the venue but in no event with a limit liability of less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage. PURCHASER shall add ARTIST (JOSHUA REDMAN and CREATIVE CONTROL CORP.) and their agents, employees, directors, officers, principals, representatives and shareholders as additional named and insured.

(2) Said insurance shall also provide public liability insurance coverage to protect against injuries to persons and/or property as a consequence of the installation and/or operation of the equipment provided by ARTIST, their employees, contractors and agents. In addition, it is agreed that the PURCHASER shall have in effect a policy of Workman's Compensation covering all of their employees involved in the installation, operation or maintenance of the equipment provided by the ARTIST, their employees, contractors or agents. The PURCHASER further agrees to provide full insurance coverage for all equipment provided by the ARTIST, their employees, contractors and agents against fire, theft, riot or any other type of act that would cause harm or damage to equipment. The PURCHASER shall supply ARTIST with a certificate of insurance acceptable to ARTIST showing coverage of the above at least two (2) weeks prior to the show date. However, if said certificate is not received by ARTIST prior to the above date, then ARTIST, at their election, may terminate this engagement. If ARTIST elects to perform the engagement and the certificate of insurance has not been received, PURCHASER is still solely responsible for complete coverage as specified above.

(k) **Indemnification:**

(1) PURCHASER hereby agrees to indemnify and hold harmless the ARTIST, the individuals comprising ARTIST, ARTIST'S employees, representatives, contractors and agents from

_____initials

and against any claims, costs (including attorneys' fees, legal costs, accountants' fees and travel costs), damages, liabilities, losses and judgments arising out of, or in any other manner connected with any claim, demand or action made by any third-party sustained as a direct or indirect consequence of the engagement.

(2) PURCHASER shall also indemnify ARTIST against any and all loss, damage and/or destruction occurring to ARTIST'S equipment, including that of their employees, contractors and agents, inside or in the vicinity of the performance venue including, but not limited to: damage or destruction of costumes, props, scenery, lighting, and other items. Even so provided, however, that any loss, damage or destruction caused or authorized by ARTIST or ARTIST'S employees, representatives, or contractors shall not be subject to this indemnification.



(3) ARTIST shall not be responsible for damage or injury to any patrons, or the venue, or any fixtures or personal property therein, caused by fans or any others not a part of the ARTIST'S staff. PURCHASER shall indemnify and hold ARTIST harmless from any third-party claims concerning the foregoing and no claim, deduction or offset shall be made by PURCHASER in respect of same.

(l) **Representation and Warranties of PURCHASER:**

PURCHASER hereby warrants, represents and agrees that PURCHASER has the right, power and authority to enter into and fully perform this Contract, and is of legal age. PURCHASER also agrees that at the present time is, or will be, the owner or operator of, or has, or will have, a valid lease, executed in their own name, upon the place of performance of the engagement on the date and at the times set forth in this Contract, proof of which will be furnished to the ARTIST upon request.

(m) **Third-Party Agreements:**

Except as otherwise agreed by ARTIST in writing, only PURCHASER shall be a party to all contracts relating to the engagement with any third-party including, without limitation, any lease of a concert hall, and all other materials and services hired or contracted for this engagement. PURCHASER agrees that in the event that any claim shall be asserted against ARTIST pursuant to any such contract entered into by PURCHASER with any third-party, then PURCHASER shall, at their sole cost and expense, defend ARTIST and their directors, officers, employees and authorized representatives, and indemnify and hold harmless from any cost or liability resulting therefrom.

(n) **Miscellaneous:**

(1) ARTIST is rendering their services to PURCHASER hereunder as an independent contractor and not as an employee or agent of PURCHASER. This Contract shall not, in any way, be construed to create an agency, partnership or any other joint undertaking or venture between the parties hereto, and neither party shall be liable for any representation, act or omission of the other. As such, no payroll, FICA or any other taxes shall be deducted from the sums payable hereunder.

(2) PURCHASER acknowledges and agrees that they are not an agent of ARTIST, and has no authority to incur liability or to act on behalf of ARTIST in any manner whatsoever.

(3) PURCHASER agrees that this Contract cannot be assigned or transferred by PURCHASER

_____initials

without the prior written consent of ARTIST.

(4) This agreement is entire, and all negotiations and understandings are merged hereunder.

(5) All approvals or consents of ARTIST hereunder may be withheld without cause.

(6) This agreement cannot be modified, supplemented or discharged except by an instrument in writing executed by both PURCHASER and ARTIST.

NOT FOR CONTRACTUAL USE

(7) A waiver of a breach by either party in any one instance shall not constitute a waiver of any subsequent breach, whether or not similar.

(8) This agreement is not intended for the benefit of any third-party.

(9) Should any provision hereof be held invalid or unenforceable, same shall be severable from and shall not affect any other provision.

(10) All remedies for breach of this agreement shall be cumulative, and the exercise of any one shall not be deemed a waiver of any other.

(11) The paragraph headings herein are for convenience only and are not to be utilized in construction or interpretation of this agreement.

(12) In the event of litigation concerning this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

(13) This agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, and the courts located in said State shall have sole and exclusive jurisdiction over any dispute hereunder. PURCHASER hereby submits to jurisdiction of said courts, and agrees service of process may be affected by mailing a copy of the summons and complaint via first class mail (certified, return receipt requested, in the U.S.) to PURCHASER at the address on the Contract.

(o) This agreement may not be changed, modified or altered except by an instrument in writing, signed by the parties hereto. No changes made on this Rider shall be valid unless countersigned by the ARTIST. In case of any conflict of terms with any documents appended hereto, the terms contained in this Rider shall prevail.

(1) If the performance agreement and attached ARTIST Rider sent to PURCHASER are not countersigned by PURCHASER and returned to ARTIST as of the show date, these agreements shall be deemed accepted in their entirety by PURCHASER and shall be deemed to be binding and duly enforceable.

(2) Any additional attachments made to ARTIST Contract or Rider by PURCHASER must be signed by ARTIST'S Representative and PURCHASER. Such attachments shall be considered null and void without the signature of both parties.

- (p) If PURCHASER is unable to fulfill any of the terms in the Contract or needs additional information, please contact:

BOOKING AGENCY

International Music Network
 278 Main Street
 Gloucester, MA 01930
 TEL: (978) 283-2883
 FAX: (978) 283-2300
 Attn: Heather McVittie
 hthe.mc@imnworld.com

TOUR MANAGER

TBA

NOT FOR CONTRACTUAL USE

ARTIST MANAGEMENT

Wilkins Management, Inc.
 323 Broadway
 Cambridge, MA 02139
 TEL: (617) 354-2736
 FAX: (617) 354-2396
 Attn: Ben Willmott (contracts)
 ben@wilkinsmanagement.com
 Attn: Courtney Hawkes (travel/logistics)
 courtney@wilkinsmanagement.com

PUBLICITY

Nonesuch Records
 1290 Avenue of the Americas, Fl. 23
 New York, NY 10104
 TEL: (212) 707-2900
 FAX: (212) 707-3207
 Attn: Melanie Zessos
 Melanie.Zessos@Nonesuch.com

Agreed and Accepted

CREATIVE CONTROL CORP.

PURCHASER (SIGN)

By: _____

PURCHASER (PRINT)

(PRINT)

DATE

DATE

_____ *initials*