

McCoy Tyner Trio
featuring Jose James and Chris Potter
CONTRACT RIDER
REVISED 8.3.11

Please read this rider carefully. It is part of the attached contract for ARTIST. By signing it, you are agreeing to supply ARTIST with production and proper working conditions essential to performance. Any breach of the terms and conditions of this rider is a breach of the contract and may cause ARTIST to refuse to perform without releasing PURCHASER from his obligation to pay ARTIST. 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.

A. ADVERTISING AND PROMOTION

A1. Billing on all advertising and publicity must appear as follows:

McCoy Tyner Trio featuring Jose James and Chris Potter (75% (Billings))
A Contemporary Exploration of John Coltrane's "A Love Supreme" (25%)

A2. Artist is to receive 100% star billing on all publicity releases and paid advertisements, including without limitation programs, flyers, signs, newspaper, radio spots, TV spots, etc. unless otherwise authorized in writing by ARTIST OR HIS REPRESENTATIVE.

A3. PUBLICITY DOWNLOADS AT: www.mccoytyner.com or www.mnnworld.com/mccoytyner

A4. Purchaser agrees to secure all artwork, photos and / or promotional materials provided or approved by artist in all advertising and promotional materials. Please visit www.mnnworld.com or www.mccoytyner.com for official downloads. No product, service, or promotional material utilizing the name or likeness of Artist may be produced, sold, or distributed without the prior written consent of Artist.

A5. Purchaser agrees not to commit artist to any personal appearances, interviews or other promotion or appearance without prior written consent from ARTIST OR HIS REPRESENTATIVE.

A6. Purchaser agrees that there shall be no signs, placards or other advertising materials on or near the stage during the entire performance; nor shall any such advertising appear on tickets, flyers, handbills, or posters without the prior consent of artist; nor shall the artist's appearance be sponsored by, or in any other way tie-in with, any political candidate, commercial product or business.

A7. Artist retains rights and control over corporate concert sponsorship and / or tour sponsorship. In the event a tour sponsorship is added at any time before or after contracting is completed, it is understood that the purchaser will make the best efforts to incorporate the tour sponsor's name, logo, and other requirements to any and all advertising henceforth.

A8. Artist shall have sole and exclusive merchandising rights.

A9. Purchaser will make available thirty (30) complimentary tickets per show to artist for their sole use. Seats must be in preferred locations. Artist will contact the box office no later than one hour prior to the concert in the case of unused tickets.

A9. Purchaser shall have the right to distribute 30 tickets or 1% of the sellable house (whichever is greater) for use for media, sponsor, and other promotional needs. These tickets do not include tickets set aside for artist requirements. No other complimentary tickets are to be distributed without express written permission of artist.

B. MISCELLANEOUS

B 1. Purchaser shall not allow audience to enter place of performance until technical set-up has been completed. Artist shall complete said setup one hour prior to time of performance. ARTIST REQUIRES A MINIMUM ONE HOUR SOUND CHECK AFTER COMPLETION OF LOAD-IN AND SETUP. FESTIVAL PRODUCERS ARE REQUIRED TO COMPLY WITH THIS POLICY UNLESS OTHERWISE AGREED IN WRITING WITH THE ARTIST'S REPRESENTATIVE.

B2. Purchaser shall not permit and will prevent:

- A. The recording, filming, taping, videotaping or any broadcast of the artist's performance or any portion thereof without the artist's written approval.
- B. The manufacture, distribution, and/or sale of any and all souvenir items associated with the artist or performance without the artist's written approval.

B3. No discrimination for reasons of race, religion, sex, age or country of national origin shall be permitted or authorized by purchaser in connection with the sale of tickets, admission, seating, or accommodation at the engagement.

C. ACCOMMODATIONS, AND TRAVEL: SEE ATTACHMENT A

D. TECHNICAL REQUIREMENTS: SEE FIVE (5) ATTACHMENTS

- 1. STAGE PLOT
- 2. MICROPHONE INPUT LIST
- 3. BACKLINE LIST
- 4. HOSPITALITY LIST
- 5. TELEVISION LIST

E. PAYMENT AND LEGAL CONTRACTUAL OBLIGATIONS

E1. All payments shall be made as provided herein. In the event purchaser fails to make any payment at the time stipulated hereunder, and breaches any provision of this agreement, artist shall have the right to withhold performance without prejudice to his rights thereunder.

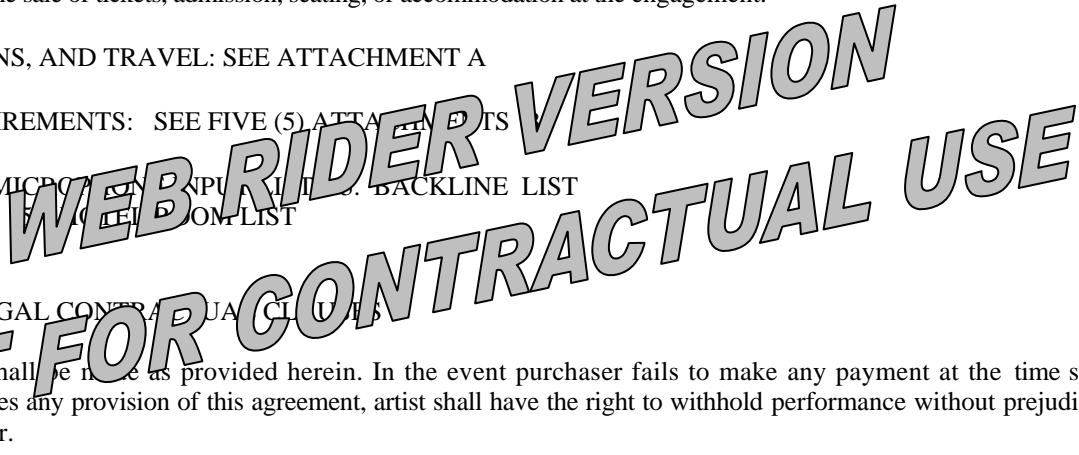
E2. A representative of the artist, shall have the right to be present in the box office prior to and during the performance and intermission periods and such representative shall be given full access to all box office sales and shall otherwise be permitted to reasonably satisfy himself as to the gross gate receipts, (and expenditures if required) at each performance thereunder.

E3. Insurance:

(a) Purchaser hereby warrants and represents that it has and will maintain in force a comprehensive general liability insurance policy with _____ licensed to do business in the State of _____, Policy No. _____ which policy provides coverage of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate containing all broad form CGL extensions and Non-Owned/Hired Automobile Liability and \$5,000,000 Umbrella Liability insurance.

(b) Purchaser further warrants and represents that said insurance policy shall name Producer, its employees, agents, servants and contractors as additional insured parties for the full period of the Engagement, including any rehearsal period and post production periods, and that same is cancelable only upon six (6) day prior written notice to Producer.

(c) All premiums for such insurance shall be paid timely by Purchaser and Purchaser hereby indemnifies and agrees to defend and hold harmless Producer and its employees, contractors and/or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect result of the Engagement. Purchaser shall also hold harmless Producer and its employees, contractors, and/or agents from and against any and all loss, damage and/or destruction occurring to its and/or its employees', contractors', or agents' instruments and equipment at the place of the Engagement, including but not limited to, damages, loss or destruction caused by Act of God.



The employees of the Purchaser are not the employees of the Producer. The insurance liability of the Producer shall be limited only to claims from its employees and does not apply to the Purchaser's employees.

(d) The Presenter further warrants and represents that it has had and maintains at all times during the terms of this Agreement Workers Compensation Insurance, including Employers Liability Coverage for its employees and others who are involved in the installation, operation and/or maintenance of the equipment provided by Producer, the lighting supplies and sound suppliers.

- E4. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and artist shall not be liable, in whole or in part, for any obligation that may be incurred by purchaser in carrying out any of the provisions hereof, or otherwise. Further, purchaser warrants and represents that he/she has the legal capacity to enter into this contract.
- E5. This agreement may not be changed, modified or altered except by an instrument in writing by both parties. This agreement shall be construed in accordance with the laws of The State of New York. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in The State of New York.
- E6. Any proposed additional terms and conditions, which may be affixed to this contract by purchaser, does not become part of this contract until signed by artist.
- E7. Purchaser at his / her sole expense shall obtain licenses, permits, or other approval required from any union, public authority, performing rights society or other entity having jurisdiction with respect to the event, and shall comply with and fulfill all terms and conditions set forth therein.
- E8. If State, Local or Amusement tax is to be withheld by the purchaser, purchaser shall furnish artist with a copy of the tax law dictating this policy. This copy shall be attached to the signed contracts for this engagement. Purchaser shall also furnish artist with an official tax return receipt claiming the amount withheld from the net of the performance.
- E9. Artist's obligation to perform thereunder shall be excused, in whole or in part, if the artist or any member of his group or essential crew, is unable to perform as a result: illness or injury; detention; inability to obtain reasonable modes of transportation; riots or other civil strife; strikes or other labor disputes; epidemics; an act or order of any public authority or court; any act of God; or any other cause beyond the artist's reasonable control. In such event, artist will not be required to perform and shall retain the right to receive any deposits paid, less costs incurred by artist and neither party shall be under any other obligation to each other. If the event this concert is scheduled in an open air venue, inclement weather shall not be considered an act of God.
- E10. Any material breach of this Agreement by purchaser may cause the artist, at the artist's sole option, to terminate the Agreement. If such a breach occurs, purchaser shall be obligated to the artist for the full guaranteed amount of this Agreement and shall forfeit all deposit moneys paid to the artist or his agent as immediate and liquidated damages without prejudices to further legal action by the artist.

This Agreement shall be effective only when signed by PURCHASER and returned to ARTIST'S booking agency. All attachments and addendums are considered a part of this contract rider and are binding.

AGREED AND ACCEPTED

Purchaser

Artist

Date

Date

A T T A C H M E N T A

G R O U N D T R A N S P O R T A T I O N

PURCHASER agrees to provide ARTIST'S REPRESENTATIVE with detailed directions to the place of performance. PURCHASER shall, at his sole cost and expense, provide GROUND TRANSPORTATION for ARTIST and entourage of SIX (6) people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure. Transportation to be provided from airport arrival to airport departure and all transportation associated with the show by three (3) full-size luxury sedans, with professional, bonded drivers and a luggage van for the group's personal luggage. PURCHASER will not accept van transportation for the band personnel. When traveling to and from the venue, the vehicles must caravan (drive together and arrive together). Please provide the name of the Tour Manager with phone numbers for drivers when possible.

H O T E L A C C O M M O D A T I O N S

If PURCHASER is providing HOTEL ACCOMMODATIONS, the hotel shall be a minimum of **FOUR ****** or better (**PREFERRED: FOUR SEASONS, HYATT, HILTON, IHR**) and a maximum of **FIVE (5) single rooms** (including 24 hour room service) with **one (1) suite** (bonafide suite: king size bed, sitting room and separate bathroom) for the ARTIST. The rooms shall be available until the day after the performance with the ARTIST to check out with check-out times and hotel rules. The PURCHASER shall not be responsible for any extra charges during the stay of the ARTIST. Please list the name, address and phone of the hotel being provided by the PURCHASER or two (2) recommendations of clean, 4-star hotels if PURCHASER is not providing hotel accommodations.

H O S P I T A L I T Y A N D D R E S S I N G R O O M S

DRESSING ROOMS

PURCHASER shall provide at least, two (2) comfortable and private DRESSING ROOMS, adequate for use by SIX (6) people. These rooms shall be clean, dry, well-lit, heated or air-conditioned, and shall contain the following:

- Twelve (12) clean hand-towels
- One (1) Steamer and/or iron and ironing board
- Three (3) sofas or at least eight (8) upholstered chairs
- Two (2) full length mirrors

TOILET FACILITIES:

PURCHASER shall provide a private toilet (not available to the public) BACKSTAGE; including a wash area with hot and cold running water, clean towels, toilet paper and soap.

PURCHASER shall guarantee adequate SECURITY at all times to insure the safety of the ARTIST'S personal instruments, personal property, and tour vehicles (if applicable) from the beginning of load-in to completion of load-out.

HOSPITALITY LIST:

Please see attachment #4

Please discuss the dinner plan with the Tour Manager during the show advance.

McCOY TYNER TECHNICAL RIDER

Updated and current as of 10/01/07 - REVISED 2/20/2011

1. **PURCHASER** shall not allow audience to enter place of performance until technical set-up has been completed. **ARTIST** shall complete said setup three hours prior to time of performance. Artist requires a minimum one-hour sound check after completion of load-in and setup. The place of performance must be made available to the artist three hours before theater is opened to the public. Festival producers are required to comply with this policy unless otherwise agreed in writing with the artist's representative.
2. **PURCHASER** shall provide a minimum of two (2) stagehands to help **ARTIST**'s crew for load-in, stage set-up and load-out. A qualified electrician must be available at load-in until such time as **ARTIST**'s stage manager releases him. In cases where **ARTIST** is staying overnight in the town of performance, **PURCHASER** will store **ARTIST**'S equipment overnight in a secured area and make it available to **ARTIST** the following day upon departure. If **ARTIST** is arriving and departing by air, **PURCHASER** will arrange for the equipment to be loaded and transported to and from the airport and the venue in a cargo van. Whenever possible, this van will accompany the other vehicles transporting the **ARTIST** to airport.
3. **STAGE:** The stage should be a minimum of 40' wide by 30' deep. The stage must be accessible in no other than through the audience.
4. **PURCHASER** shall provide:
 - A. **PIANO TUNER:** (1) qualified piano tuner on the site 40-BEFORE sound check- load in time. Piano tuning must be touched up at the end of the sound check. Tuner to remain at the stage until ten (10) minutes into the show. Plus after any other act uses the piano. (Opening act)
5. **BACKLINE: Please see attachment #3 :**

FRONT OF HOUSE SOUND SYSTEM

6. **AMPLIFICATION & SPEAKER SYSTEM**
 - a. High quality professional sound reinforcement system capable of providing clear undistorted sound of at least 120db, 20-16,000Khz with less than 1% total distortion.
 - b. Minimum 3-way tri-amped speaker system. PREFER LINE ARRAY SYSTEMS!!
 - c. A high quality sub-woofer system.
 - d. Crossovers available at FOH Mix position.
 - e. System should be configured in stereo with (2) Professional 1/3 Octave EQ's for the mains and an additional 1/3 Octave EQ for any clusters or balcony fills. (BSS, Klark etc.)
7. **MIXING CONSOLE** (Console location must be located at mid house and not in a booth or under balcony)
32 Input, 8 Sub-master professional console with channel and sub-master inserts. 4 band FULLY parametric EQ (with Q) for each channel, 48 volt phantom power and a minimum of 6 aux sends. Preferences: Midas XL3, XL4, Allen & Heath, Crest, etc.
8. **PROCESSING**
 - a. Two (2) professional stereo digital reverbs. (Lexicon PCM90, PCM 70, T.C. Electronics M-1, Yamaha Rev-5 SPX 1000, 900 or equivalent)
 - b. Two (2) High Quality microphone preamps. (Focusrite, Avalon, Summit, Millenium, etc.)
9. **COMMUNICATIONS**
 - a. Headset or handheld communication system with stations at FOH & Monitor desks.

MONITOR SYSTEM

- 10. **MIXING CONSOLE**
- 12. (1) One 24 channel mix console with 4 band fully parametric (with Q), capable of (4) four discreet monitor mixes. (Preferences: Midas, Allen & Heath, Crest)
- 11. (4) Four 1/3 Octave EQ's. One for each monitor mix. (Klark Technics, etc.)
- 13. (4) High quality bi-amped monitor wedges with 1-2x 12"speakers. Prefer Meyer, d&b, Martin,
- 14. ALL MONITORS MUST BE OF THE SAME MODEL.

MICROPHONES - Please see attachment # 2

STAGE PLOT - Please see attachment # 1

LIGHTING

ARTIST prefers a two (2)-truss system with a minimum of (90) Par 64 instruments. We realize there will be significant system variations from the above and we will discuss the options when the bid is accepted. We will require, no matter what the lamp source may be: a professional lighting console with a recallable memory.

- 15. Lighting system must also include a communication system SEPARATE FROM SOUND SYSTEM COM CHANNEL however, not a monitor console and house lights operator. PURCHASER will make arrangements for all lights to be specifically required by local safety ordinances to be turned off during performance.

ELECTRICAL

- 17. Two (2) separate services are required consisting of one (1) 400 amp three phase service for lighting, one (1) 200 amp single phase for sound.

AGREED AND ACCEPTED

Purchaser

Artist

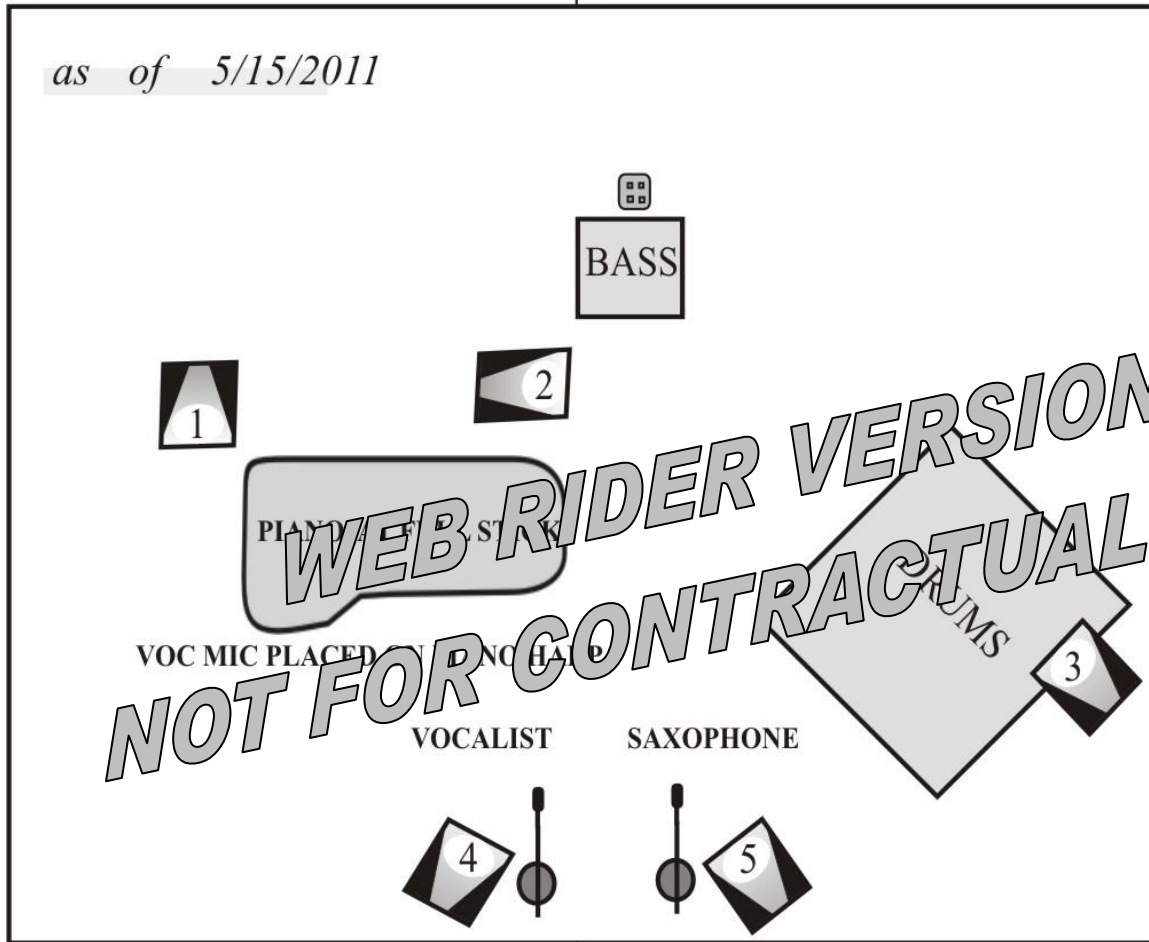
Date

Date

McCOY TYNER TRIO

w / Jose James & Chris Potter

as of 5/15/2011



NOTE: FIVE (5) Bi-amped floor wedge monitors required.

One (1) Carpet for Drums @ 8' x 8' no riser

 = AC outlet

Zero Nylin +1 415-706-4536 / zero.nylin@gmail.com

McCOY TYNER TRIO

with Jose James & Chris Potter

MIC INPUT LIST as of 5/15/2011

INPUT	HOUSE	PATCH	MON	44V	MIC	STAND
KICK	1		1		AUDIX D6 / SM B52	SM BOOM
OH center rear	2		2	*	AKG 414 / AKG 451	LG BOOM
SNARE	3		3		SM 57	SM BOOM
BASS AMP DIRECT	4		4		DI	
BASS INST. MIC	5		5	*	DPA 4099	we clip-on
PIANO MIC HI	6		6	*	SCHERTLER	LG BOOM
PIANO MIC omni	7				we	LG BOOM
PIANO MIC LO	8				SCHOEPS CMC6 / KM 184	LG BOOM
PIANO PICKUP			9		SCHERTLER	NO STAND
VOCAL AT PIANO	10				bring SM 57	NO STAND
SAXOPHONE			11	*	CLIP-ON	we
SAXOPHONE			12		bring SENN 441	LG BOOM
VOCAL	13		13		NEU. KMS 105	STR STAND
REVERB 1 L	14					
REVERB 1 R	15					

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

MCCOY TYNER

2011

BACKLINE LIST Coltrane/Hartman Project

McCoy Tyner Piano : Steinway Grand D

The piano must be the best Steinway Grand D (with adjustable, padded Artist bench) available. The management must be notified, and approve, any substitution.

Yamaha CFIII-S is the second choice. Bosendorfer, Baldwin and Fazioli pianos are not acceptable.

Tuning shall be **A = 440 (Europe = 442)** and be to the following schedule: after delivery but before soundcheck, and after soundcheck, before show.

Tuner is to remain at the stage until ten (10) minutes into the show to ensure properly working / tuned piano. If McCoy Tyner's show has an intermission, tuner must remain to tune up piano during the intermission.

Joe Farnsworth Drums MAHA Drums as follows

- (1) Bass drum: 18" diameter standard 10 hole
- (1) mounted to floor 22" x 16" (10" deep OK)
- (1) Floor tom: 16" with legs
- (1) Snare drum - Metal: 14" x 5 1/2"
- (1) Snare drum stand
- (2) Cymbal stands with boom arms
- (1) round cushion throne, with screw height adjustment
- (1) Chain drive foot pedal with felt beater

All drums must have Remo white coated Ambassador heads on top and Remo clear thin Diplomat heads on the bottoms, or equivalent.

Please provide a clean, preferably new, carpet for the traps drum set, dimension : 8' x 8' on the deck; NO RISER FOR DRUMS

Gerald Cannon Bass : **Aguilar** is the preferred and endorsed brand, Ampeg is OK, especially old style tube amps SWR , Hartke, G&K are not acceptable

- (1) Aguilar AG 500SC Bass amp (Aguilar DB 750 is OK as a second choice)
- (1) Aguilar GS 112 speaker cabinet (Aguilar GS 212 or GS 410 are acceptable)
- (1) Upright acoustic jazz bass, carved top (no plywood basses) w/adjustable bridge and a bridge mounted pick-up. Also, please provide a German bow.

NOTE: (Basses used by jazz musicians differ from orchestral and big-band instruments, so finding a jazz player who will rent his bass often provides the best instrument. Student rental instruments will not be approved.)

All equipment must be delivered by a knowledgeable representative who shall remain on site until all equipment is found to be in working order. Substitutions or changes should be approved by:

Zero Nylin - Cell: 415-706-4536
zero.nylin@gmail.com

HOSPITALITY

In dressing room, PURCHASER shall provide refreshments in quantities sufficient for SIX (6) persons:

AT LOAD-IN:

- Fresh brewed hot coffee and dark and herbal teas with honey, sugar, half & half
- Sugar substitute (Equal), lemon and real milk or light cream.
- Refrigerator
- Plenty of ice
- Twelve (12) cans of iced soft drinks (mix of diet and regular)
- Six (6) cans of Ginger Ale
- Freshly brewed iced tea
- Six (6) bottles of premium quality beer
- Four (4) liter bottles mineral water (carbonated)
- Twenty (20) ½ liter bottles of room temperature (non-carbonated)
- Assorted fruit juices (do not include Cranberry juice and Orange juice.)
- Two bottles of fine red wine
- Soup (Vegetable, Chicken or Tomato) No dairy product soups.
- Raw Vegetable sticks (carrots, celery & other vegetables. etc.)
- Fresh fruit (green & red grapes, strawberries, bananas, apples, oranges, etc)
- A selection of mixed nuts and chocolate candies
- Whole grain crackers and breads
- Appropriate cutlery, glass, napkins and dinnerware.
- One dozen (12) hand towels to last through the day.

AT COMPLETION OF ARTIST'S SOUNDCHECK:

HOT meal for SIX (6) persons:

4 Course meal:

1. Fresh, green salad (with Italian or vinaigrette dressing on the side)
2. Main course: Chicken or fish with rice (no sauces that include dairy products)
3. Pastas are always appreciated (no sauces that include dairy products)
4. Vegetables (grilled vegetables, mixed vegetables, spinach etc.)
5. Dessert: to include vanilla and chocolate ice cream and fresh fruit

Please provide this as a sit down meal, at a table set for dinner.

And, please discuss any questions or problems with the Tour Manager

Zero Nylin +1 415-706-4536

zero.nylin@gmail.com

McCOY TYNER TRIO
w/ Jose James & Chris Potter
ROOM LIST as of 5/15/2011

	<u>ROOM #</u>	<u>BAG #</u>
McCoy Tyner	_____ Suite	_____
Zero Nylin <small>Tour Mgr</small>	_____ Deluxe single N/Smoke	_____
Jose James	_____ Deluxe single N/Smoke	_____
Chris Potter	_____ Deluxe single N/Smoke	_____
Gerald Cannon	_____ Deluxe single <u>Smoking</u>	_____
Joe Farnsworth	_____ Deluxe single N/Smoke	_____
Adam Hertz <small>Artist Mgr.</small>	_____ Deluxe single N/Smoke	_____

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