

The Saxophone Summit
CONTRACT RIDER
Current as of 06.29.10

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.

NOT FOR CONTRACTUAL USE
ADVERTISING AND PROMOTION

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

**The Saxophone Summit (100%)
featuring Joe Lovano, Dave Liebman, Ravi Coltrane 75%**

- A2. ARTIST is to receive 100% star billing on ALL publicity releases and paid advertisements, including without limitation: programs, flyers, signs, newspaper ads, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by ARTIST OR HIS REPRESENTATIVE.
- A3. PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by ARTIST in all advertisements. No product, service, or publication utilizing the name or likeness of ARTIST may be produced, sold, or distributed without the prior written consent of ARTIST.
- A4. 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.
- A5. 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.
- A6. 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.
- A7. ARTIST shall have sole and exclusive merchandising rights.
- A8. PURCHASER will make available twenty (20) 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

- B1. 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.

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C. TECHNICAL REQUIREMENTS: SEE ATTACHMENT A

D. PAYMENT AND LEGAL CONTRACTUAL CLAUSES

- D1. All payments shall be made as provided herein. In the event PURCHASER fails to make any payment at the time stipulated herein or breaches any provision of this agreement, ARTIST shall have the right to withhold performance without prejudice to his rights thereunder.
- D2. 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.
- D3. 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 Purchaser 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.
- D4. 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.

- D5. 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 Commonwealth of Massachusetts. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in The Commonwealth of Massachusetts.
- D6. 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.
- D7. 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 engagement, and shall comply with and fulfill all terms and conditions set forth therein.
- D8. If State, Local or Amusement tax is to be withheld for this engagement, Purchaser shall furnish ARTIST with a copy of the tax law dictating this policy. This copy must be returned with the signed contracts for this engagement. PURCHASER must also furnish ARTIST with an official State or City tax deduction receipt claiming the amount to be withheld on the night of the performance.
- D9. ARTIST'S obligation to perform thereunder shall be excused if ARTIST, or any of his group or essential crew, is unable to perform as a result: illness or injury; detention resulting from inability to obtain reasonable modes of transportation; riots or other civil strife; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; or any other cause beyond ARTIST'S reasonable control. In such event, ARTIST will not be required to perform and shall return to PURCHASER any deposits paid, less costs incurred by ARTIST and neither party shall be under any other obligation to each other.
- D10. 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

Saxophone Summit
Travel, Hotel, and Hospitality Requirements
Current as of 06.29.10

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 eight (8) people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure.

ARTIST will need a fifteen (15) passenger van without headrests on seats so bass can rest over the backs of the seats while they are in an upright position and can also accommodate eight (8) persons and luggage.

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, a minimum of three (3) suites and five (5) single rooms. The rooms shall be available until the day after the performance with the ARTIST to comply with checkout 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.

Hotel recommendation #1

Name:
Address:
Phone/Fax:
Rate per room

Hotel recommendation # 2

Name:
Address:
Phone/Fax:
Rate per room

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, (2) comfortable and private DRESSING ROOMS, adequate for use by (8) people. These rooms shall be clean, dry, well-lit, heated or air-conditioned, and shall contain the following:

- Steamer and/or Electronic iron and board in each dressing room
- Fifteen (15) clean towels
- Three (3) sofas or at least eight (8) chairs

- Three (3) full-length mirrors
- Tables

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

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

HOSPITALITY:

In dressing room, PURCHASER shall provide refreshments in quantities sufficient for (8) persons:

AT LOAD-IN:

- Fresh brewed hot coffee and dark and herbal teas with honey
- fresh skim milk (or 2% milk if skim is not available, no cream), lemons, sugar
- Refrigerator
- Plenty of ice
- One (1) case of iced soft drinks (mix of diet and regular)
- Six (6) cans of Ginger Ale
- One (1) case of iced premium quality beer
- One (1) bottle of high quality vodka
- 10 (10) liters mineral water (carbonated)
- Twenty (20) liters of mineral water (non-carbonated)
- Assorted fruit juices (to include Cranberry juice.)
- Two (2) bottles each of dry red wine & dry white wine
- Hot Soup (Vegetable, Chicken or Tomato) No dairy product soups.
- Raw Vegetable sticks (carrots, celery & other vegetables. etc.)
- Fresh fruit (apples, oranges, grapes strawberries, bananas etc)
- various sandwich meats and necessary condiments (mustard, mayo etc)
- Whole grain crackers and breads
- Appropriate cutlery, glass, napkins and dinnerware.
- One dozen (12) hand towels

AFTER SOUND CHECK (or at time to be arranged):

HOT meal for eight (8) people:

3 Course meal:

1. Green Salad (with Italian or vinaigrette dressing on the side)
2. Main course: Eight (8) HOT DINNERS, including two vegetarian (one should contain NO meat or poultry and one may contain seafood or poultry), should be fresh, high quality food with a choice of potatoes, rice, pasta, vegetables, salad, and beverages.
3. Vegetables (grilled vegetables, mixed vegetables, spinach etc.)
4. Fresh bread and but

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Technical Requirements

Current as of 06.29.10

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. When possible, this van will accompany the other vehicles transporting the **ARTIST** to airport.
3. **STAGE**: A sturdy stage capable of supporting **ARTIST**'s equipment and personnel. The stage must be a minimum of thirty (30') wide by twenty- five feet (25') deep. The stage must be flat, level, free of irregularities and must be accessible from the backstage dressing room area in a manner other than through the audience.
4. **BACKLINE**:

- a. **PIANO**

One optimally prepared and conditioned concert quality grand piano.
Nine-foot instruments are preferred but all must be a **minimum of 7 feet**.

Order of manufacturer preference as follows:

- 1) American Steinway
- 2) Hamburg Steinway
- 3) Bosendorfer
- 4) Bechstein
- 5) Knabe
- 6) Yamaha.

All other manufacturers of instruments must be approved by the artist.

The piano will be tuned the prior to sound check the day of the concert, and thereafter as necessary. THESE TUNINGS ARE ESSENTIAL TO THE PERFORMANCE. The quality and condition of the piano must meet **ARTIST**'S standards as verified by the **ARTIST**.

Piano tuner shall be present at sound check. There must be an adjustable piano "artist's bench".

- b. **DRUMS**

The main thing is that the sizes are the following. The brand of preference is PEARL and phone numbers in Europe are included to find that set.

- 18" Bass Drum – with NO HOLES!!
- 2 Mounted tom toms: 10 x 10 and 12 x 10 OR 10 x 8 and 12 x 8
- Floor Tom Tom: 14 x 14 (WITH LEGS)
- Snare drum and Stand
- FOUR cymbal stands
- One (1) High Hat Stand
- One (1) Drum Seat or "throne"

PEARL DRUMS: U.K.: George Frederick – (w) 01908366941
Germany: Albrecht Rabung – 49-6420 561

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c. BASS

- 15 inch speaker cabinet-preference is Polytone-Speevey-GK(Galien -Kruger)
- If not then 12 inch cabinet-GK and Polytone
- ¾ Professional Upright Bass may also be required depending on travel

d. SAXOPHONE

- One (1) Professional Model Tenor Saxophone
 - 1st Choice - Keilwerth
 - 2nd Choice - Selmer Mark VI or vintage model Selmer
 - 3rd Choice - Yamaha
- Three (3) Standard Tenor Saxophone stands
- Six (6) Professional Music Stands (not wire)
- The normal sound requirements we will need using a clip on microphone and monitors, no special equipment

FRONT OF HOUSE SOUND SYSTEM

5. 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. (EAW, Martin, JBL, Meyer, D&B etc.)
- 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.)

6. 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, Yamaha PM 4000 or 3500.

7. PROCESSING

- a. Three (3) professional stereo digital reverbs. (Lexicon PCM90, PCM 70 or 300)
- b. One (1) Compact disc player
- c. One (1) Dat or CD recorder

8. COMMUNICATIONS

Headset or handheld communication system with stations at FOH & Monitor desks.

MONITOR SYSTEM

9. MIXING CONSOLE

- a. One (1) 24 channel mix console with 4 band fully parametric (with Q), capable of (5) five discreet monitor mixes. Preferences: Midas, DPM 3500, 4000 or Ramsa WS840
- b. Five (5) 1/3 Octave EQ's. (One for each monitor mix) BSS, Klark Technics
- c. Five (5) High quality bi-amped monitor wedges with 2x 12"speakers Prefer Meyer, D&B,, Martin,
- d. One (1) professional digital reverb for monitors Lexicon preferred.

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MICROPHONES

10. MICROPHONES to include:

- a. One (1) Beyer M88, AKG D112
- b. Three (3) high quality condensers (AKG 414 ,Neuman KM-184 ,KM84 or B&K 4011's)
- c. Four (4) Sennheiser 421 or 441
- d. Ten (10) tall boom microphone stands
- e. Six (6) medium boom microphone stands
- f. One (1) short microphone stand
- g. One (1) Vocal microphone Ball-Type SM58

LIGHTING

11. Highest professional quality Stage Lighting System with a standard assortment of bright colored gels on independently controlled instruments, to be operated by professionally qualified technicians under the sole direction of Artist during sound check and performance. Once the lighting is set it is not to be altered during the performance.

PURCHASER

ARTIST

DATE

DATE

INFORMATION LIST

Saxophone Summit

The following information list is to be completed ASAP and sent with the contracts

1) DATE OF PERFORMANCE _____ CITY _____

a. Name of venue _____

b. Address _____

c. Production Phone # _____

d. Production Fax # _____

2) Name and Contact info. for PRODUCTION MGR _____

3) Name and Contact info. for TECHNICAL DIR. _____

4) Name and Contact info. for SOUND ENGINEER _____

5) Name and Contact info. for ELECTRICIAN _____

6) Name and Contact info. for ARTIST SERVICES _____

7) STAGE DIMENSIONS: Depth _____ Width _____

Height: Stage to Ceiling _____

Height: Stage _____

8) Time of Performance _____ Time of Soundcheck (if scheduled) _____

9) Other bands playing before and after ARTIST _____

Their Show and S/C times _____

10) Please provide detailed information regarding loading dock / backstage door for arrival of ARTIST on back of information sheet.

Please send / fax Technical Information and Artist Guide if available. A map of the area is also MOST HELPFUL. THANK YOU IN ADVANCE FOR HELPING TO MAKE THE SHOW A GREAT SUCCESS!

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