

**THE BAD PLUS
CONTRACT RIDER
As of 4/10/2009**

This rider regarding THE BAD PLUS (hereinafter referred to as Artist) engagement is herein made a part of the attached contract. Purchaser agrees to meet the following requirements at his/her expense.

1. BILLING AND PROMOTION:

A. In all headline situations, Artist shall receive 100% headline billing. In all headline situations, other acts on bill must be cleared through Artist's agency prior to confirmation of support act. When not headlining, Artist shall always receive Special Guest billing.

B. In all advertising and publicity, Artist shall be billed as:

THE BAD PLUS

When listing the band members' names please list them in alphabetical order: Reid Anderson, Ethan Iverson, David King.

C. PURCHASER agrees to ONLY use the current biography and current images [available for download on www.bighassle.com or www.imnworld.com for their promotional campaigns. Also, all program content and/or copy that is distributed to patrons, etc. must be approved by artist's management or artist's booking agency before printing. 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.

D. Radio Station or Product Co-presents, Promoter Co-presents: Any proposal for co-presentation of this show including any tie-in with radio, TV, newspaper, product or service must be cleared with and approved by Artist's representative prior to any confirmation of such tie-in, co-present or co-promote. Also, any co-promote situation with any promoter other than contract signer as shown on the contract face will first require written approval of Artist's representative.

2. PAYMENT AND TICKETING:

A. Guaranteed payments shall be paid to Artist prior to Artist's performance in cash only, in private.

B. All percentage payments provided herein shall be paid to the Artist immediately following performance unless mutually agreed to in advance by both parties in writing, and shall be accompanied with a signed written statement from the purchaser.

C. Purchaser guarantees that the contracted fee will be paid in full to Artist, and Purchaser assumes all financial responsibility for taxes and fees, including, but not limited to border fees, visa costs, state or local withholding taxes or entertainment taxes.

D. Artist shall have the right to set a limit to the number of free admissions authorized by Purchaser. Seating for the purchaser comps should not be at immediate front of house.

E. There will be no change in ticket price or number of tickets sellable without the permission of Artist representative.

F. Purchaser agrees to make available to Artist, at no charge to Artist, up to fifteen (15) of the best seats in the house (middle row center), for Artist's guests at the request of Artist's Representative.

3. SOUND CHECK/REHEARSAL:

A sound check/rehearsal will be required on the day of performance.

Venue to provide two (2) people to help load-in and load-out. After the stage is set and all equipment is in operating order, the sound check/rehearsal should last no less than one (1) hour during which time Artist shall have the exclusive use of the stage and sound facilities. Sound check shall occur prior to the opening of the house - audience not to be present during sound check. Artist shall have the sole and exclusive control over the production, presentation and performance of engagement hereunder.

4. LIGHTING:

Purchaser will supply a quality professional lighting system with an assortment of colored gels and a qualified lighting technician available from load-in throughout the performance.

5. DRESSING ROOM:

Purchaser agrees to provide one (1) comfortable and private dressing room. Room shall be clean, dry, well lit, and heated or air-conditioned as appropriate, and shall include chairs and SIX CLEAN TOWELS. Purchaser shall be solely responsible for the security of items in the dressing room area and shall keep all unauthorized persons from entering said area. Dressing room should have a workable lock, the key to which will be given to Artist's representative.

6. SECURITY:

Purchaser shall provide proper security to ensure the safety of the Artist and Artist's equipment at all times, before, during and after performance.

7. SOUND SYSTEM:

Purchaser will supply and pay for sound-man ready and able at load in and a first-class sound system, at no cost to Artist, including:

- 24 channel board with separate channel EQ
- Twenty (20) professional quality mics, boom stands and a minimum of three (3) straight stands (can substitute drum mic clamps instead of stands for drum mics).
- Three (3) separate monitor mixes.

All changes and/or removal of musical instruments, gear, sound equipment (microphones, monitors, etc.) and/or staging MUST BE APPROVED BY ARTIST REPRESENTATIVE.

8. BACKLINE:

Purchaser will provide, at no expense to Artist, professional backline:

Please see attached TECHNICAL RIDER for specific requirements.

9. PARKING:

Purchaser shall provide parking space for two (2) standard size vehicles, near loading area of venue, at no expense to Artist.

10. MERCHANDISING:

A. Artist shall have the sole and exclusive right, but not obligation to sell souvenir materials, including, but not limited to, Artist recordings, posters, shirts, hats and programs at the performance hereunder and to retain 100% of the receipts therefrom.

B. Purchaser shall not use the likeness of Artist in any way other than to promote the engagement of Artist hereunder. Accordingly, Purchaser is prohibited from selling any merchandise (e.g. posters, t-shirts, etc.) bearing the name and/or likeness of Artist or any member of Artist. It is the sole responsibility of Purchaser to enforce this clause.

11. HOTEL ACCOMODATIONS:

If PURCHASER is providing **HOTEL ACCOMMODATIONS**, a minimum of four (4) king rooms in a minimum of a 5-star hotel are required. All rooms shall be, non-smoking and the hotel must have parking for band bus. The rooms shall be available until the day after the performance with the ARTIST to comply 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, 5-star hotels if PURCHASER is not providing hotel accommodations.

12. CATERING:

Purchaser shall provide Artist (at Purchaser's sole cost and expense) the following items on the day of each performance of the engagement scheduled, and for the exclusive use of Artist and Artist's representatives:

A. Constant supply of hot coffee, herbal teas, and cream and sugar throughout sound check and performance. (No instant coffee, please.)

B. Eight (8) liters of bottled Evian water. (No Dasani, please.)

C. One (1) six-pack of local microbrew.

D. Three (3) bottles of high-quality red wine.

E. Four (4) hot meals after sound check, including two (2) vegetarian meals. If venue is not equipped to serve meals, Artist will accept an \$80.00 meal buyout (4 x \$20.00 = \$80.00). For all dates outside of the USA and Canada, purchaser will provide the touring party three (3) meals to consist of breakfast, hot lunch and hot dinner per day for the duration of the tour, including scheduled days off.

F. One (1) large snack platter including baby carrots, bananas, apples, hummus, whole wheat pita, fresh olives, French-style baguette, extra-virgin olive oil, and a selection of artisan cheeses.

G. One (1) large bag of Smartfood popcorn, one (1) large bag of corn chips, and one (1) jar of quality medium salsa.

H. Napkins and non-paper flatware and silverware.

I. No candy or desserts, please!

13. AUDIO & VIDEO RECORDING:

IMPORTANT: Artist requests a copy of all photographs, as well as all audio & video recording.

14. INSURANCE:

A. Purchaser must carry public liability and property damage insurance with sufficiently high limits to adequately insure against bodily injury, death, or loss of or damage to property in connection with a part of the performance.

B. Purchaser shall also indemnify Artist against any and all loss, damage and/or destruction occurring to Artist, their employees, contractors and agents, and equipment at the venue, including but not limited to damage or destruction due to acts of God.

15. CANCELLATION:

A. Artist shall retain the right to cancel and/or postpone this engagement upon written notice to Purchaser at least ninety (90) days prior to commencement of this engagement, should Artist enter into a contract prior to such 90 day period for Artist's services in motion pictures and/or television.

B. In the event of the sickness of or an accident to the Artist, or if a performance is prevented or rendered impossible or infeasible by any cause beyond the control of the Artist, there shall be no claim for damages by either party hereto, and the Artist's obligations with respect to such performance shall be waived. In that event, the money, if any, advanced to the Artist hereunder, shall be returned immediately unless a replacement date is set that is acceptable to both parties. In the event that a performance is not rendered as a result of inclement weather, and in the event that the Artist is ready, willing and able to perform hereunder, then Producer shall pay Artist the amount agreed to be paid hereunder notwithstanding the cancellation of such performance.

16. AUDIENCE DISCRIMINATION:

Artist shall not be required to perform before an audience that is segregated on the basis of race, color, creed, sex or dress.

ACCEPTED AND AGREED TO:

Purchaser

The Bad Plus

Date

Date

THE BAD PLUS

TECHNICAL REQUIREMENTS

-PLEASE COPY AND DISTRIBUTE TO APPROPRIATE PERSONNEL-

PURCHASER shall provide the following at its sole expense:

A. SETUP / SOUNDCHECK

The venue must be made available to ARTIST for technical setup, sound check, and rehearsal for a minimum of three (3) hours prior to the house being opened to the public. PURCHASER will provide technical assistance for setup and operation of provided equipment as needed and mutually agreed upon by ARTIST. One (1) stagehand/loader must be available for ARTIST load-in and setup as well as ARTIST strike and load-out. The audience must not be permitted into the performance area until setup/soundcheck/rehearsal is complete.

B. STAGE

PURCHASER must provide a safely constructed and physically secure stage capable of supporting all equipment and personnel. 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. Stage must be clear of all cases and unnecessary equipment. Stage must be clean and swept prior to ARTIST Load-in. All cable runs in performance area walkways must be neatly run, taped down and covered. If the engagement is to be outdoors, 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 shall be furnished with Two (2) Manhasset® or similar music stands. Wind clips must be provided for outdoor concerts. (Folding wire music stands are not acceptable.)

Note: Please refrain from finalizing mic setup until positioning has been approved by ARTIST or tour manager.

C. ELECTRICAL

PURCHASER must provide AC power and distribution for all equipment. Two (2) separate services are required consisting of one (1) 125 amp three phase service for Lighting and one (1) 32 amp three phase service for Sound. **From the Sound service a minimum of one (1) 110-volt, 20 amp circuits must be provided for Stage power.** These circuits must be grounded and regulated and must be supplied with two (2) **movable boxes** (with multiple [4] USA/Edison connectors in each box) for ARTIST provided instruments and equipment.

D. BACKLINE - PURCHASER shall provide the following at its sole expense:

1. DRUMS — Yamaha Maple Custom kit

PLEASE NOTE: Clear or muffled drum heads are **NOT ACCEPTABLE** under any circumstances. See detail below for appropriate drum heads. Clear or muffled drum heads are **NOT ACCEPTABLE** under any circumstances. See detail below for appropriate drum heads. Clear or muffled drum heads are **NOT ACCEPTABLE** under any circumstances. See detail below for appropriate drum heads.

- a. One (1) **18" bass drum w/ COATED AMBASSADOR HEAD** on both sides. No holes, nothing inside the drum. (Clear heads, Powerstroke heads, or muffled heads will be not accepted under any circumstances.)
- b. One (1) **12" rack tom w/ COATED AMBASSADOR HEAD** on both sides. MUST be mounted on bass drum, never on a stand. (Clear heads, Powerstroke heads or muffled heads will not be accepted under any circumstances.)
- c. One (1) **16" floor tom w/ COATED EMPEROR HEAD on both sides. If Emperor Head is not available, please provide a 14" floor tom with coated Ambassador heads. No emperor heads on a 16" floor tom!** The floor tom MUST be on legs, never on a stand. (Clear heads, Powerstroke heads or muffled heads will not be accepted under any circumstances)
- d. One (1) **14" x 5" wood snare drum w/ COATED AMBASSADOR HEAD.**

- e. Three (3) **straight cymbal stands**. (Yamaha or Premier preferred. No boom stands, please!)
- f. One (1) quality **kick drum pedal** (Yamaha or DW preferred)
- g. One (1) quality **hi-hat stand** (Yamaha or Premier preferred)
- h. Two (2) quality **snare drum stands** (Yamaha or Premier preferred; no DW snare stands, please!)
- i. One (1) **drum throne** (NO hydraulics. MUST be adjustable.)
- j. One (1) **clean drum carpet** (6' x 6' or 1.5 meter x 1.5 meter; black or gray preferred)

Note 1: If Yamaha Maple Custom series is not available, please substitute exact specs for a Gretsch or Premier drum kit. Professional, high-end models only—no exceptions.

Note 2: Please do not mic the drum kit until final positioning has been approved by ARTIST or tour manager.

2. **BASS** – Brands/Models listed in order of preference

a. 1 upright acoustic bass

- in good playing condition
- must have an adjustable bridge
- must have a David Gage "Realist" pickup
- steel strings

b. amp:

One (1) Bass Amplifier: Eden WT800, Ampeg SVT-3 PRO, or SWR SM900

c. speaker cabinet:

One (1) 4x10" Speaker Cabinet. Eden D410XLT, Ampeg SVT, or SWR Goliath III

One (1) 1x15" Speaker Cabinet. Eden D115XLT, Ampeg SVT, or SWR "Son of Bertha"

or

One (1) 8x10" Speaker Cabinet. Ampeg

Note1: If 1x15" cabinet is unavailable an additional 4x10" speaker cabinet is an acceptable substitute. This secondary speaker cabinet must be an exact match to the primary 4x10" cabinet (same make & model).

c. Misc:

One (1) direct box w/ ground lift

3. **PIANO**

- a. One (1) nine foot (9') or seven foot (7') acoustic grand piano, with adjustable bench, subject to ARTIST'S approval (Steinway preferred). A professional tuner should tune to A = 440hz / 442hz (depending on piano's resident pitch) prior to crew and band arrival. If other artists on the bill share the piano, or if the house is turned for a second performance, the tuner should be available for touch-up prior to the The Bad Plus performance.

Note1: Please refrain from finalizing mic setup until positioning has been approved by ARTIST or tour manager.

E. SOUND REQUIREMENTS

The following are minimum requirements for production of the ARTIST. All equipment, especially substitutions of preferred brands, is subject to approval by the ARTIST or ARTIST Representative.

FRONT OF HOUSE SOUND SYSTEM:

1. **SPEAKER SYSTEM**

High quality professional sound reinforcement system capable of providing clear undistorted sound throughout the venue. The speaker system should a 3-way system with hi / mid speakers flown whenever possible and sub-woofers on the ground. When available Subs should be controlled by an auxiliary bus. Line Array systems are preferred. (V-Dosc, JBL Vertec, etc).

The sound system should be configured in stereo with (2) two 1/3 octave EQ's for the mains and an additional 1/3 Octave EQ for Subs when run from an aux bus. Clusters or balcony fills and additional zones should be controlled through console matrix and include 1/3 octave e.q's on corresponding sends.

2. MIXING CONSOLE

Please understand that console has to be placed in same listening environment as the audience (in the center). A digital desk with a minimum of 24 inputs is needed. Preferences: Yamaha PM1D, PM5D, M7CL, Digico D5, D1, Digidesign, etc. If you cannot provide a digital desk, please provide an analog desk with VCA's, 4 band parametric EQ for each channel, 48-volt phantom power and a minimum of 8 auxiliary sends.
Two (2) stools should be provided for system tech and engineer.

3. SIGNAL PROCESSING

In addition to the 1/3 octave equalizers mentioned in section 1 above:

Four (4) channels of insertable compression and gates. Preferred: BSS, Aphex, DBX, etc (not needed if a digital desk is provided)

Two (2) stereo digital reverbs. Preferred: Lexicon PCM 70, Yamaha SPX 900 etc. (not needed if a digital desk is provided)

One (1) Compact Disc player.

One (1) CD or DAT recorder and media to record TBP performance.

4. COMMUNICATIONS

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

STAGE MONITOR SYSTEM

5. WEDGES

Three (3) sends to three (3) high quality bi-amped monitor wedges. (12" X 2" or 15" X 2"). Preferences: Clair, Meyer, etc. Sixth wedge for Cue system.

6. MIXING CONSOLE

One (1) 24-channel mix console with 4 band sweepable EQ, capable of discreet monitor mixes. And a post-EQ cue system. Preferences: Midas, Soundcraft, etc.

7. PROCESSING

Three (3) 1/3 Octave EQ's. Each mix must have the equalizer inserted on output so cue system will reflect mix changes. BSS, Klark, White (not needed if a digital desk is provided that has the capability of onboard 1/3 Octave EQ's).

One (1) high quality digital reverb for monitors (not needed if a digital desk is provided)

Note: For venues over 500 persons: A separate monitor console and engineer should be employed. For venues less than 500 persons: Monitor mixes may be run from FOH console. In this event the following additions for the front of house equipment will be needed; an 8 auxiliary mixing console, four (4) monitor sends with additional 31-band 1/3 octave Graphic EQ's each, and eight (8) XLR splitter (Y-cables) to split channels for monitor channels.

8. MICROPHONES

Please see attached input list and stage plot for microphone specifications, microphone stand requirements and placement.

F. LIGHTING REQUIREMENTS

1. Lighting system variations from venue to venue, so options will be discussed when the performance is advanced. Regardless of lamp size and array, ARTIST requires professional lighting console with One (1) lighting technician with full knowledge of the local system.

2. PURCHASER will make arrangements for all lights not specifically required by local safety ordinances to be turned off or dimmed during performance.

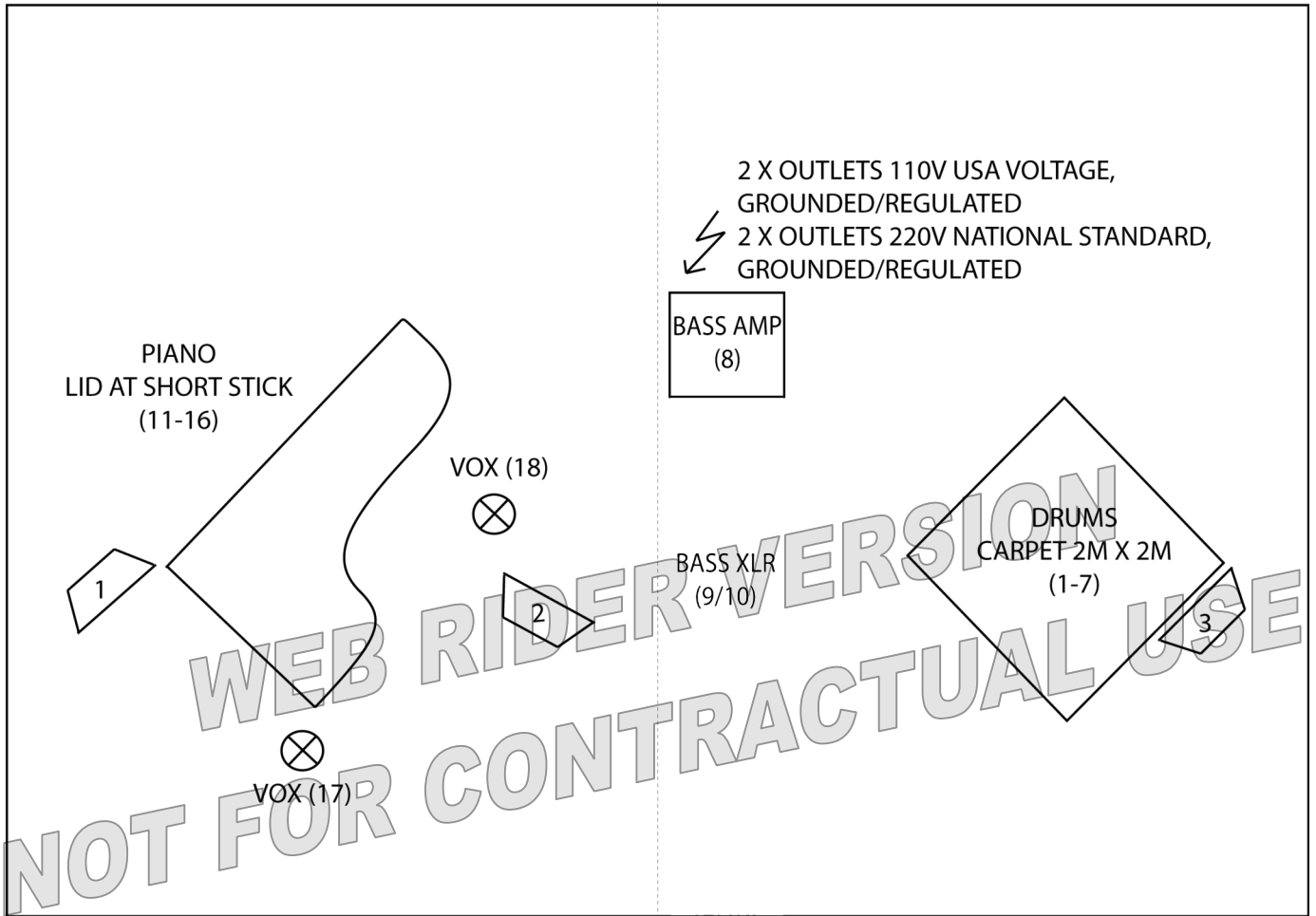
3. No fog please

Note: Please refrain from finalizing the focus of specials until positioning has been approved by ARTIST or tour manager.

PURCHASER'S INITIALS

The Bad Plus Stageplot

April 2009



Channel	Today	Input	Mic	Stand	Insert
1		Kick	EV ND868 or Beta 52 or M88	Short Boom	
2		Snare	SM 57	Short Boom	
3		Hi Hat	KM 184 or equivalent	Short Boom	
4		Rack Tom	Beta98/Sennheiser604		
5		Floor Tom	Beta98/Sennheiser604		
6		Overhead L	AKG 414/KSM32	Tall Boom	
7		Overhead R	AKG 414/KSM32	Tall Boom	
8		Bass D.I.	Active D.I.*		Compressor
9		Bass Schertler	XLR*		Compressor
10		Bass Mic	XLR*		
11		Piano Schertler Lo	Shertler Pickup*		
12		Piano Schertler Hi	Shertler Pickup*		
13		Piano Soundhole	SM57	Tall Boom/Foam	
14		Piano Mic Lo	AKG 414*	Tall Boom	
15		Piano Mic Hi	AKG 414*	Tall Boom	
16		Piano Soundboard (from below)	KSM137	Small Boom	
17		Vocal Piano	SM58	Straight	
18		Vocal Bass	SM58	Tall Boom	
19		Reverb L return			
20		Reverb R return			

* we bring