

**The Overtone Quartet**  
**CONTRACT RIDER**  
Current: August 2009

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RIDER TO BE ATTACHED TO AND MADE PART OF CONTRACT DATED \_\_\_\_\_ BETWEEN **THE OVERTONE QUARTET** (HEREINAFTER REFERRED TO AS "ARTIST") AND \_\_\_\_\_ (HEREINAFTER REFERRED TO AS "PURCHASER"). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS RIDER AND THE CONTRACT TO WHICH IT IS ATTACHED, THE TERMS OF THE RIDER SHALL PREVAIL.

**1. GENERAL PROVISIONS:**

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. **DO NOT MAKE ANY CHANGES WITHOUT PERMISSION FROM MANAGEMENT.** Thank you for your cooperation.

**VISION Arts Management Inc.**  
16 Cliff Finger Road  
Saugerties, NY 12477  
Fax: (845) 247-8970

**Contact:**  
Louise Holland  
Phone: (845) 247-8969  
e-mail: [Louise@visionartsmgmt.com](mailto:Louise@visionartsmgmt.com)

**1. Deposit / Payment**

Unless prior arrangements have been made:

- A. A fifty percent (50%) deposit shall be wired to International Music Network.
- B. The balance due the night of the performance shall be paid in U.S. cash dollars.
- C. All monies shall be paid directly to Artist or Artist's designated representative prior to the final performance.

**2. Billing / Other Artists**

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

**The Overtone Quartet (100%)**  
**Dave Holland, Chris Potter, Jason Moran & Eric Harland (100%)**

The Artist will be given 100% headline/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. Purchaser will notify Artist of any other artist(s) that may appear at the same engagement. The Artist reserves the right to appear before or after any other artist (s)' performance and has the right to determine the length of any other artist(s)' performance.

Instrumentation is as follows:

Musician

Dave Holland  
Jason Moran  
Chris Potter  
Eric Harland

Instrumentation

Bass  
Piano  
Tenor and Soprano Saxophones  
Drums

**3. Transportation/Hotel**

In addition to the agreed transportation/hotel accommodations in the contract, **PURCHASER** shall provide all local transportation needs (at no expense to **ARTIST**). **PURCHASER** shall provide said local transportation needs, even in the event that **ARTIST** arrives in a tour coach. This includes airport/hotel/sound check/performance/ hotel and return to airport and any promotional events, such as radio, TV, etc. by two vehicles; one seven (7) passenger van and one panel truck for the equipment and baggage (or a suitable vehicle to accommodate acoustic bass in a flight case). Transportation between venue over fifty (50) miles may be provided by motor coach to and from the venue subject to prior approval.

All hotel accommodations will be in a minimum five star hotel with high speed internet and 24-hour room service, near the place of the performance, and will consist of one (1) junior suite for Mr. Holland and five (5) single rooms for the band and crew) nightly for the entire engagement, with a telephone and television in each room and a fax machine and a restaurant in the hotel. If hotel accommodations are not included in the contract, Purchaser will make the necessary arrangements for the above, taking full advantage of Purchaser's performer/corporate rates on behalf of Artist.

Hotel information should be emailed to Management **AS SOON AS POSSIBLE**. **All hotels are subject to approval by Management.**

**4. Setup/Rehearsal**

Purchaser will provide all equipment per the attached Schedule A and plot. On the first day of the performance, the venue will be made available to Artist for technical setup and rehearsal **at least** three hours prior to the first performance. Purchaser will provide the house electrician, house sound technician, house lighting 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 room of the performance until setup/rehearsal is completed. No instruments other than those provided by/for Artist will be allowed on the stage.

**5. Dressing Rooms/Security**

Purchaser will provide at least one dressing room adequate for use by five (5) people during Artist's entire performance. Room(s) shall be clean, dry, well lit, heated or air-conditioned and shall have a mirror and comfortable seating for five persons. Dressing room(s) shall have easy access to clean bathrooms, be locked or suitably secured and shall contain the following:

- 10 clean towels
- Coffee with cream, sugar and non-sugar sweetener
- 2 gallons non-carbonated spring/distilled water
- 3 bottles of red wine
- 12 bottles of beer
- 2 liters Coca-Cola
- 4 quarts real/100% fruit juice
- 1 liters sparkling water (water with gas)
- 2 loaves of fresh bread
- assorted fresh fruit and assorted salads with dressing separately

assorted snack foods (cheeses, chips, nuts, crackers)

Purchaser will also provide a hot meal for six (6) on each night of the engagement. Mealtime shall be coordinated with Artist Representative and shall be in a good restaurant with an a la carte menu near the venue. Meal vouchers for area restaurants or a catered meal backstage will be acceptable with prior consent from Artist Representative. Any other arrangements regarding meals must be approved by management.

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.

#### **6. Ancillary Sales**

Purchaser agrees to supply Artist with adequate space (and if necessary a sales person) for the Artist or his representative to sell recordings, photos, apparel, souvenir books, etc. at the place of performance. The Artist retains the sole and exclusive right to sell such material and no other such sales will be permitted at the place of performance without the expressed written permission of Artist.

#### **7. Use of Artist Name/Interviews**

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

Prior interviews will be granted to individuals representing major print or electronic media wherever possible. All requests for interviews should be submitted to management.

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 (phoner/live)
- Length of interview

Artist availability for interview cannot be guaranteed. 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 that it will not commit Artist to any personal appearances, interviews or any other type of promotional appearance without Artist or Artist's representative giving prior consent. Such arrangements shall be made through Artist's representative.

#### **8. Complimentary Tickets**

Purchaser will provide Artist with twenty (20) complimentary tickets unless prior arrangements have been made.

#### **9. Recording/Photography**

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

There will be no flash photography of Artist during the performance. Non-flash photography will only be permitted with consent from Artist or Artist's representative. If such permission is granted, the photographer must provide Artist's representative with contact sheets and agree to provide Artist with one photograph of Artist's choice gratis, to be used for publicity purposes.

**10. Miscellaneous**

Artist has 100% control of the performance.

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 other wise.

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.

**11. Sound / Musical Equipment Supplied by Purchaser**

Purchaser will provided the equipment and technical requirements as set forth on the attached Schedule "A".

**12. THE ATTACHED SCHEDULE "A" IS MADE FULLY A PART OF THIS AGREEMENT.**

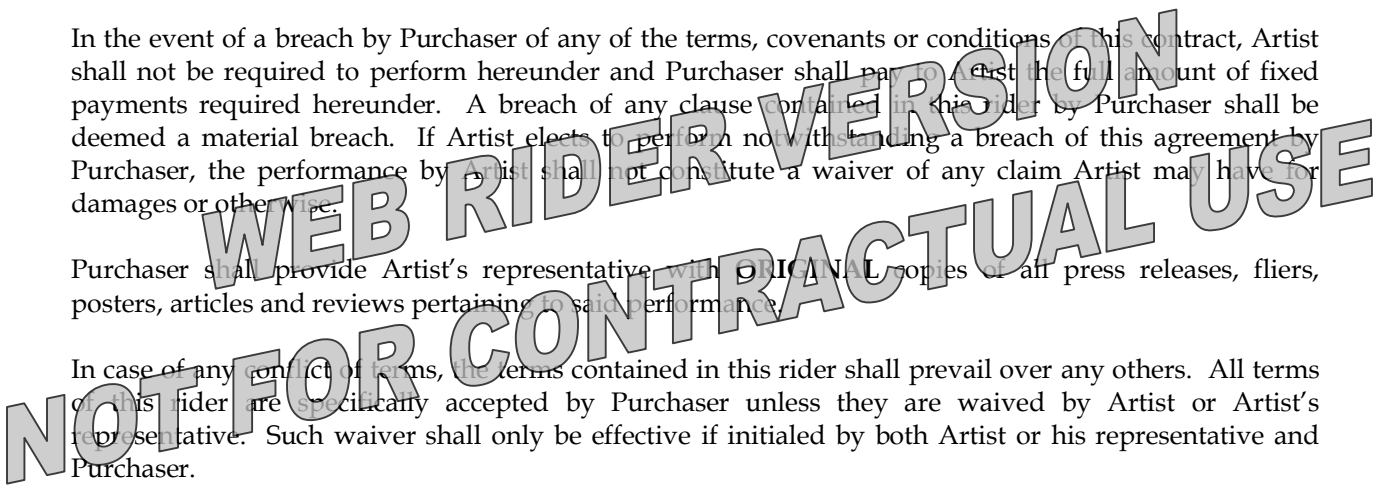
**AGREED AND ACCEPTED BY:**

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
ARTIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



**SCHEDULE "A" Overtone**

**CREW to be engaged by Purchaser**

FOH sound system engineer to oversee setup and assist artist engineer.

Monitor engineer to set up and operate during show.

Lighting designer/technician to operate during show.

*All crew to be experienced with international musicians, to be helpful, friendly and in attendance in auditorium while the Artist is present, and to assist with load in/load out.*

*If any of crew do not understand English it is essential that an English speaking assistant will be present.*

**SOUND / MUSICAL EQUIPMENT SUPPLIED BY PURCHASER**

One Gallien-Krueger MB150E-III /112 bass combo Amp

One 4"X10" Galleon Krueger 410 speaker cabinet

One Steinway D Grand Piano. Piano must be approved by artist or artist's management.

*The piano must be tuned to A440 prior to sound check.*

*Tuner must be available after sound check, before the performance, and between sets for adjustments.*

One piano seat with height adjustment knobs on the sides.

One **Yamaha Custom Absolute** Drum kit with one drum key as follows:

18in Bass Drum

12in Rack Tom

14in Floor Tom

10in x 5in Snare Drum (bring 2 to choose from **Wooden** and **Metal**)

10in small (Stick Played) Tabla Drum... Or similar, like 10in small Conga Drum

4 Cymbal Stands (prefer light weighted)

**2 Snare Stands**

Hi Hat Stand

Highly Adjustable Drum Seat

2 Foot Pedals (one for the cow bell)

Foot Pedaled Cow Bell (It sits on the floor with a foot pedal attached to it)

Mounted Tambourine (with mount)

**Coated Ambassador** Drum Heads on the **Snare Drum** and **Rack Tom/ top and bottom**

**Clear Ambassador** Drum Heads on the **Floor Tom / top and bottom** , **Bass Drum**-The bass drum **foot pedal** side should only have the Clear Ambassador and then the regular black Yamaha Head on front

One 4' X 6' rug for drum kit.

Four music stands with concert lights.

Other \_\_\_\_\_

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**Questions?**

**Contact Paul Bagin - Dave Holland FOH Sound Engineer:**

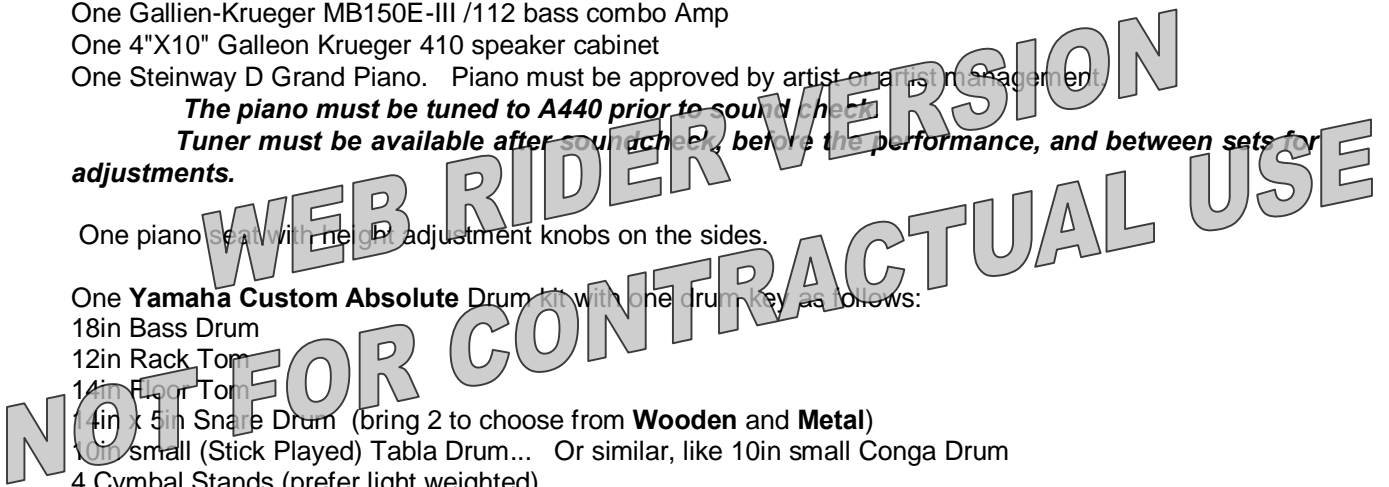
**HOME 631 369 8682 - CELL 516 443 7990**

**pb@paulbaginproductions.com**

**Sound Requirements:**

High fidelity 3 or 4 way system, professionally set up and tested to be fully working, delay/image/EQ adjusted to auditorium acoustics and patched ready for start of rehearsal time.

The system should be of sufficient power to fill evenly all parts of the auditorium, using



additional speaker groups as appropriate.

Both Front of House and monitor systems should be free of hum, hiss and any other form of Interference (e.g.from induction loops, lighting etc)

**FOH speakers:** Meyer, D&B, JBL, L.Acoustic or similar

**FOH mixing desk:** Midas Heritage or similar. Minimum 24:4:2

Channels each with variable HPF and 4 band EQ, 2 parametric. If monitors from FOH, minimum 8 aux sends, 6 of which should be pre fader/post EQ (so not eg Midas Venice).Desk should be centrally located to rear of auditorium, not in booth or behind window.

Digital desks only by agreement with ARTIST ENGINEER.

### **SCHEDULE "A"**

**FOH rack:** 31 band graphic equalizers on all speaker groups

2 x digital reverb (eg Lexicon PCM 70 / TC M3000).

1 x digital delay

1 x multi-FX unit (SPX 990 or similar)

10 x compressor

1 x CD player

**Monitors:** 4 x stage monitor mixes with 31 band graphic EQ on each mix

5 x wedge monitor with 12" or 15" speaker and horn.

D&B, L.Acoustic, Meyer etc

**Microphones:** As per list below

Please provide:

2 . spare condenser mics

2 - spare dynamic mics

1 . spare Di Box

2 . spare monitor wedges

2 . Transformers 220v . 110v, min 15 amps each with American plug adaptors

<u>CHANNEL</u>	<u>INSTRUMENT</u>	<u>MIC</u>	<u>MIC STAND</u>
1 (comp)	Kick	AKG D112	Short Boom
2 (comp)	Snare	SM 57	Medium Boom
3	Rack 1 (Tabla)	Sen e906	Medium Boom
4	Rack 2	Sen e906	Medium Boom
5	Floor tom 1	Sen e906	Medium Boom
6	Hi Hat	AKG 451	Tall Boom
7	Over Head <i>hat side</i>	AKG 451	Tall Boom
8	Over Head	AKG 451	Tall Boom
9 (comp)	Bass DI # 1	Provided	-----
10 (comp)	Bass Mic	Provided	-----
11 (comp)	Piano Front	Neumann KM 184	Tall Boom
12 (comp)	Piano Back	Newmann KM 184	Tall Boom

13	Piano	Pick-up/mount under piano on soundboard	
14 (comp)	Sax	RE-20	Tall Boom
15	Talk	SM 58	Straight
16	Bass DI # 2	Countryman DI	

WEB RIDER VERSION  
NOT FOR CONTRACTUAL USE

# INFORMATION LIST OVERTONE QUARTET

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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