

THE ARTISTRY OF JAZZMEIA HORN

ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for JAZZMEIA HORN. 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:

JAZZMEIA HORN (100% Headline Billing)

- A2. ARTIST is to receive 100% star billing on ALL publicity releases and paid advertisements, including without limitation: programs, electronic media, flyers, signs, newspaper ads, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by ARTIST or her management.
- A3. PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by ARTIST or her management 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 or her management. Posters, flyers, CD, and Interview requests should be directed to ARTIST'S publicist.
- A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotion or appearance without prior written consent from ARTIST or her management.
- A5. PURCHASER agrees that there will be no signs, placards, banners or other commercial advertising material on near the stage during the performances(s) nor shall ARTIST'S appearance be sponsored by or in any other way be tied with any commercial product or company without consent from ARTIST or her 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, and phonograph recordings, or any other souvenir material at the performance(s) thereunder without ARTIST'S written consent. ARTIST is responsible for making her own financial arrangement with the facility and or its concessionaire for the sale of its merchandise.
- 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 reserves the right to approve other artist(s) appearing in conjunction with this engagement and the right to determine the length of their performance(s). PURCHASER agrees that any welcoming speeches, introductions, advisories or ceremonies must be agreed to in writing, in advance.
- A8. There shall be no opening act without ARTIST's prior written approval.

B. PAYMENTS, PRODUCTION, & INSURANCE

- B1. All amounts due ARTIST are to be paid in United States currency, as specified on the face of the contract.
- **Guaranteed Contract Price.** PURCHASER is to pay ARTIST'S representative during performance, the guaranteed amount, or the balance of the guaranteed amount if a deposit has already been paid.
 - **Percentage Contract Price.** Any balance due on a percentage computation is to be paid immediately after the closing of the box office.
 - If payment is paid via bank wire PURCHASER agrees to cover all bank wire fees involved with the transaction.

- B2. ARTIST shall be allotted the following number of complimentary tickets:

<u>Venue Size</u>	<u>Number of Complimentary Tickets</u>
0-200	10
200-500	15
501-1500	20

Purchaser agrees to hold (equal to those provided in the schedule) complimentary tickets for ARTIST for each show.

- B3. In the condition that ARTIST brings merchandise for sale PURCHASER shall provide qualified sales personnel with a cash bank and receive no greater than 20% commission on the net selling proceeds.
- B4. 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 there under.
- B5. 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 or at a mutually agreeable time. ARTIST requires a minimum one (1) hour sound check after completion of load in and set up. When a tour manager and/or sound engineer travels with ARTIST, set up must be arranged one hour before sound check with ARTIST. Festival producers are required to comply with this policy unless otherwise agreed in writing with ARTIST.
- B6. **No portion of the performance(s) may be recorded, filmed, taped, broadcast or mechanically reproduced in any form for the purpose of reproducing such performance(s) without prior written consent from ARTIST or her management.** If any such unauthorized recording is discovered during the ARTIST'S performance, ARTIST shall have the right to withhold performance without prejudice to her rights thereunder. If any such unauthorized recording is discovered after ARTIST'S performance either during her lifetime or after her death, ARTIST or her estate shall have full rights, title and ownership in said recordings.
- B7. PURCHASER shall indemnify and hold ARTIST, its contractors, agents, employees, licensees and designees harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred, suffered by or threatened against PURCHASER in connection with any claim for personal injury or property damage, brought by or on behalf of any party in connection with the engagement.
- B8. (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 / Country of _____. Policy No. _____ 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 ARTIST, its contractors, agents, employees, licensees and designees as additional insured parties for the full period of the engagement, including any rehearsal period and post production periods.

- (c) All premiums for such insurance shall be paid on a timely basis by PURCHASER, who also hereby indemnifies and agrees to defend and hold harmless ARTIST and its contractors, agents, employees, licensees and designees 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 ARTIST and its contractors, agents, employees, licensees and designees from and against any and all loss, damage and/or destruction occurring to its and/or its contractors, agents, employees, licensees and designees instruments and equipment at the place of the engagement, including but not limited to, damages, loss or destruction caused by Act of God. The insurance liability of the ARTIST 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 maintains at all times, during the term 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 ARTIST, lighting suppliers and sound suppliers. The said certificates must be presented to the ARTIST upon request.
- B9. 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.
- B10. 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 ARTIST. In the case of any conflict of terms with any documents appended hereto the terms contained in this rider shall prevail.
- B11. 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.
- B12. PURCHASER at her/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. PURCHASER also agrees to secure any and all immigration clearances if concert is held outside of the United States and bear any costs incurred, including but not limited to application fees, consular fees, duplication, couriers and expediting agents.
- B13. PURCHASER agrees to petition and arrange for alien employment certification and for temporary work visas with the US Dept. of Labor and US Naturalization Service of the Department of Justice, for all applicable members of the band.
- B14. PURCHASER agrees not to deduct any monies whatsoever from the agreed upon payments due to the artist under this agreement, including any state or federal taxes of any kind. If State, Local or Federal 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 documentation requiring tax deduction receipt claiming the amount to be withheld on the night of the performance. Any tax paid must be documented by official receipt and forwarded to ARTIST no later than 30 days from receipt.
- B15. ARTIST'S obligation to perform shall be excused if ARTIST, or any of her group or essential crew, is unable to perform as a result of 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. Notwithstanding anything contained herein, inclement weather shall not be deemed a Force Majeure occurrence, except by act of civil authority, and PURCHASER shall remain liable for payment of the full contracted guarantee, even if the performance(s) called for herein are prevented by such weather conditions. ARTIST shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

B16. In the event of material breach by PURCHASER of any of the terms, covenants, or conditions of this contract, ARTIST shall not be required to perform thereunder and PURCHASER shall pay ARTIST the full amount of the contract fee as specified on the face of the contract. However, PURCHASER shall first be given an opportunity to correct any alleged material breach by prompt notice by ARTIST.

C. TRAVEL AND HOSPITALITY REQUIREMENTS

C1. PURCHASER shall provide travel, hotel, dressing room, catering and all other required hospitality at PURCHASER's sole expense and at no cost to the ARTIST. Travel and hospitality requirements contained in attachment(s) hereto become a part thereof.

D. TECHNICAL AND SOUND REQUIREMENTS

D1. PURCHASER shall provide backline, sound, lights, and all other required equipment at PURCHASER's sole expense and at no cost to the ARTIST. Technical and sound requirements contained in attachment(s) hereto become a part thereof.

All attachments and addendum are considered a part of this contract rider and are binding.

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

THE ARTISTRY OF JAZZMEIA HORN

TECHNICAL & HOSPITALITY RIDER

1. STAGE, LIGHTING & SOUND

In order to assure a quality concert, PURCHASER agrees to provide ARTIST with the following at PURCHASER'S expense:

- A. (i) A stage for performance that must be a minimum of twenty (20) feet deep from down stage edge to upstage wall, and a minimum of thirty (30) feet wide from stage right (not including wings in the instance of a proscenium theater). The stage must be flat, not raked, and must be both smooth and stable.

For outdoor performances, stage (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.

- (ii) A close-cropped gray carpet measuring eight (8) ft by eight (8) ft. for the drum kit.

- B. A professional sound augmentation system capable of providing clear, undistorted evenly distributed sound throughout the audience area; and microphones and monitors as provided in the attached stage plot and technical specifications, and an engineer to operate said system for the full sound check and performance.

- C. A separate sound system for stage monitoring. An engineer to operate it. A total of 5 floor monitors and a minimum of 4 mixes:

(4) EAW LA212 Passive Stage monitors driven by (2) Crown XTI 4000 Power amps.

Monitors are mixed from FOH position.

- D. An adequate professional stage lighting system with a standard assortment of lighting gels and an operator.

- E. Vocalist will supply Neumann Mic. It is not a standard performance mic, please make sure that phantom power is available in the PA system. High Stool for sitting. Small table for water and lip balm.

- F. A nine (9) foot acoustic grand piano from (Yamaha, Steinway or Fazioli). The piano must be tuned to A-440 on each day of the performance, and a piano tuner is to be available at the sound check and at intermission or end of first show in case touch up is necessary.

- G. One set of drums:

1st choice: C&C

2nd choice: Canopus, Yamaha, or Craviatto

Drum sizes:

Toms: 12" rack, 14" floor with legs, 16" floor with legs (Not mounted)

14" snare

18" bass drum (nothing larger than 20")

Hardware:

Full compliment of single brace (flat base when available)

All legs for toms, hi-hat stand with clutch, (2) two snare stands, bass drum pedal with soft beater, drum throne, (3) straight cymbal stands.

- H. One ¾ size upright professional model 4-string acoustic bass with working bridge adjusters installed and professionally installed pick-up plus bass amp (Mark Bass Head SD1200 w/ Standard 104 HR Cabinet; Aguilar DB751 Head w/DB410 Cabinet or Gallien-Kreuger 400RB-IV w /410RBH Cabinet).

- I. Four (4) Music Stands with lights.

2. TRANSPORTATION AND LODGING

A. (i) Ground Transportation: One automobile or SUVs to be provided upon arrival to transport musicians, ARTIST, and her road manager from airport to hotel, hotel to place of performance, to hotel at the end of performance, and to airport in time for ARTIST'S departure. In the event there is no one at the airport 30 minutes after 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 full amount of the contract price shall be due ARTIST.

(ii) Air Transportation. If specified on the front of this contract, PURCHASER shall provide round trip air and ground transportation from the airport to the hotel and from the hotel to the performance site. PURCHASER shall also be responsible for the payment of any overweight charged by the airlines for luggage and musical equipment.

B. Accommodations: PURCHASER shall provide at no cost to ARTIST 5 **single rooms** in a first class hotel, **king sized beds**.

3. DRESSING ROOMS

PURCHASER agrees to provide one (1) medium room for ARTIST and one (1) large room for the Band (two rooms total). Both rooms shall be well-lit, clean, dry, heated and/or air conditioned with a shower, sink, toilet, AC outlets, and mirrors.

Dressing rooms must be clean, safe and available to ARTIST and her representative upon her arrival and are to remain available to ARTIST and her staff until two (2) hours after the close of the performance.

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, particularly while ARTIST is performing. In addition, these rooms shall be capable of being locked and the keys shall be allowed only to ARTIST'S representative. The dressing rooms are to contain:

MEDIUM ROOM:

Two (2) Towels

Two (2) Hand towels

LARGE ROOM:

Five (5) Towels

Five (5) Hand towels

DRESSING ROOM CATERING **All catering shall be in place at least three (3) hours prior to show**

****NOTE: Jazzmeia Horn is a STRICT VEGAN****

1. ARTIST shall receive in her respective dressing room:

- One (1) small fruit tray (consisting of sliced assorted fruits)
- One (1) small nut bowl with raw assorted nuts
- One (1) large bag of tortilla chips and avocado
- Assorted decaffeinated teas, raw honey, and sliced ginger and lemons
- One (1) six pack bottled water - Evian or Fiji preferred
- Adequate amount of cups and ice.

2. Band shall receive in respective dressing room:

- One (1) large fruit tray (consisting of sliced assorted fruits)
- Two (2) blocks various cheese (sharp cheddar, swiss, colby, etc. - KEPT COOL)
- One (1) large bag of potato chips, chips and salsa
- One (1) large can cashews or assorted nuts
- One (1/2) gallon orange juice and cranberry juice
- One (1) case bottled spring water
- Adequate amount of condiments, cups, and ice.

Hot meal to be catered at the venue sufficient for 5 people. Time to be specified by ARTIST or her representative. Fast food is not acceptable. Dinner Buyout of \$25.00 minimum per person is acceptable.



01. Kick - B52 02. Snare - SM57 03. Hi-Hat - SM81 04. Rack - Senn 604 05. Rack - Senn 604 06. Floor Tom - Senn 604 07. OH L - SM81 08. OH R - SM81 09. Bass - RE20 / M88 10. Piano Hi - AKG 414	11. Piano Lo - AKG 414 12. Lead Vox - Artist's Mic		Monitor Mixes 1. Lead Vocals 2. Drums 3. Piano 4. Bass
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AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

INFORMATION LIST

The following information list is to be returned with the contracts

- 1) DATE OF PERFORMANCE _____ CITY _____
- a. Name of venue _____
- b. Address _____
- c. Production Phone # _____
- d. Production Email _____
- 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 MARKETING DEPT _____
- 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 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!