

**CONTRACT RIDER**

Current July 11, 2007

RIDER TO BE ATTACHED TO AND MADE PART OF CONTRACT DATED \_\_\_\_\_ BETWEEN **Jason Moran** (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 provide the **ARTIST** with certain equipment and working conditions that 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, thereby releasing you from the obligation to pay them.

We look forward to a smooth and successful performance and would be happy to assist you in any way. If there are any problems with 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**  
16 Clint Finger Road  
Sauerties, NY 12477  
Fax (845) 247-8970

**Contact:**  
Louise Holland  
Tel: (845) 247-8969  
e-mail: Louise@VisionArtsMgmt.com

**1. Deposit / Payment**

Unless prior arrangements have been made:

- A. The agreed upon deposit must be mailed **as soon as possible** to: \_\_\_\_\_
- B. All monies 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:

**Jason Moran presents:  
IN MY MIND: Monk at Town Hall 1959**

The Artist will be given 100% 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.

In program notes for the concert, PURCHASER must include the following language; "The use of W. Eugene Smith's photographs and tapes in IN MY MIND is made possible to the Jazz Loft Project at the Center for Documentary Studies at Duke University and the Reva and David Logan Foundation of Chicago, in association with the Center for Creative Photography at the University of Arizona, and the estates of W. Eugene Smith and Thelonious Monk. More about this project can be found at [www.jazzloftproject.org](http://www.jazzloftproject.org)"

### 3. Transportation / Hotel

In addition to the agreed transportation/hotel accommodations, PURCHASER shall provide (at no expense to ARTIST) all local transportation needs. This includes airport/hotel/sound check/performance and return to airport and any promotional uses, such as radio, TV, and 24-hour cargo van or suitable vehicle's accommodations for eleven (11) with baggage and instruments.

All hotel accommodations will be in a four star hotel near the place of the performance, and will consist of one suite for Mr. Moran, and ten (10) single rooms (for the band and crew) 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 faxed or emailed to management **AS SOON AS POSSIBLE:**

### 4. Setup / Rehearsal

On the first day of the performance, the venue will be made available to Artist for technical setup and rehearsal for the entire day of 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. Purchaser will provide all equipment per the attached plot. 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 ten 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 eight persons. Dressing room(s) shall have easy access to clean bathrooms, be locked or suitably secured and shall contain the following:

- 22 clean towels
- 5 gallons non-carbonated spring/distilled water

- 6 bottles of wine; three (3) red and three (3) white
- 16 bottles of beer
- 1 bottle McCallan Whiskey (12 year)
- 6 liters Coca-Cola
- 8 quarts real/100% fruit juice
- 4 liters salt-free club soda
- Deli trays for sandwiches with assorted meats and cheeses. Condiments on the side (for 10 people)
- Chips/crackers and dip (for 10 people)

Purchaser will also provide a hot meal (**NO FAST FOOD**) for eleven (11) on each night of the engagement. The meal is to be served after soundcheck and before showtime at the venue. All menus should contain an entrée and variety of healthy side dishes

Purchaser will guarantee proper security to all musicians, instruments and their personal property before, during and after the performance(s). Special attention will be paid to the dressing room(s), stage areas and all entrances and exits. Purchaser will commence upon Artist's arrival.

#### 6. Ancillary Sales

Purchaser will provide Artist with adequate space (and necessary personnel) for the Artist or his representative to sell recordings, CD's, tapes, CD's, DVD's, CD's, etc. at the place of performance. The Artist retains the 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.

Pre-tour 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. The 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

Upon request, Purchaser will provide Artist with a reasonable number of complimentary tickets.

**9. Recording / Photography**

There will be absolutely **NO AUDIO RECORDING, VIDEO RECORDINGS 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 the terms, covenants or conditions of this contract, Artist shall be relieved of performance hereunder and Purchaser shall pay to Artist the full amount of the amount required hereunder. A breach of any clause contained in this rider by Purchaser shall be deemed a material breach. Artist’s obligations to perform notwithstanding a breach of this agreement by Purchaser shall not constitute a waiver of any claim Artist may have for damages or otherwise.

Purchaser shall provide Artist’s representative with **ORIGINAL** copies of all press releases, news, 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**

The attached Schedule “A” is made fully a part of this agreement.

**12. THE ATTACHED STAGE PLOT IS MADE FULLY A PART OF THIS AGREEMENT.**

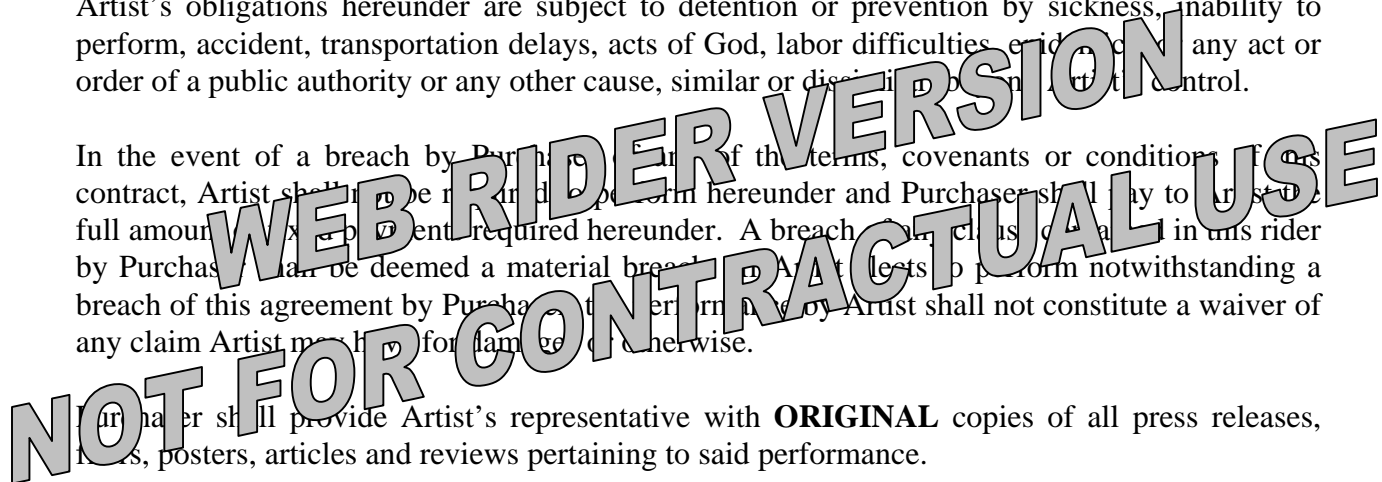
**AGREED AND ACCEPTED BY:**

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
Jason Moran

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



# Jason Moran "In My Mind"

## Tech Package

### **AUDIO:**

We require a professional system of high quality (Meyer, Adamson, L'Acoustic, d & b, nexo, VerTec), run in STEREO; mix position near center of house (not under balcony and absolutely no enclosed booths). The system should be able to cover the venue adequately and uniformly at each seat in the venue within plus or minus 3 dB. Front fills and additional speaker coverage of wings and balconies are required. All front fills, sub auxiliary sends or delay lines to be equipped with a separate 31 band graphic EQ same as FOH EQ spec.

The FOH console should be minimum 32 inputs and should be the quality of Midas, Soundcraft or Yamaha. No Yamaha MC7 digital console are acceptable.

FOH main Equalizers must be available to Jason Moran's Creative Services at venue.

Effects rack should include 2 digital processors, 2 reverb units (Lexicon PCM 101 preferred). No Behringer EQ's acceptable.

One CD playback unit and talk back microphone.

### **Monitors:**

MONITOR SYSTEM: 8 Monitors required.

The monitors CANNOT be run from FOH console.

Monitor console should be minimum 32 inputs 8 mixes all with separate EQ's on mix outputs. We require six identical bi-amped wedges (small profile, 12")

NO Behringer EQ's acceptable.

ALSO to include additional headphone amp (8 channels out) with 10 pairs of (same brand - closed headphones w/ extension cable) to be run from monitor console to each musician. One CD playback unit is also required for monitor system.

Mic, input list and stage plot are included.

### **VIDEO:**

The "In My Mind" production requires video projection equipment to be provided by presenter. This video is run from FOH position and requires a 40" long table, AC power outlet and a stool.

The computer output to the projector is DVI.

The projector should be at least 5,200 lumens with a DVI input and a DVI cable of the length to reach the FOH computer position. The projection screen should be hung "upstage Center" from the DRUM risers. The video has an aspect ratio of 4:3 and the image should be projected on a 16' x 12' screen.

## SCHEDULE A

### JASON MORAN: IN MY MIND

#### **BACKLINE REQUIREMENTS:**

##### PIANO

- One (1) Acoustic Grand Piano (preferably STEINWAY) TUNED DAILY (for multi-night engagements)

##### BASS

- One (1) ¾ size Acoustic Bass.
- One (1) Gallien Krueger 4000 300 Watts Amp with a 15" JBL or SWR speaker cabinet.

##### DRUMS

GREENGLASS, MAHA or SONOR

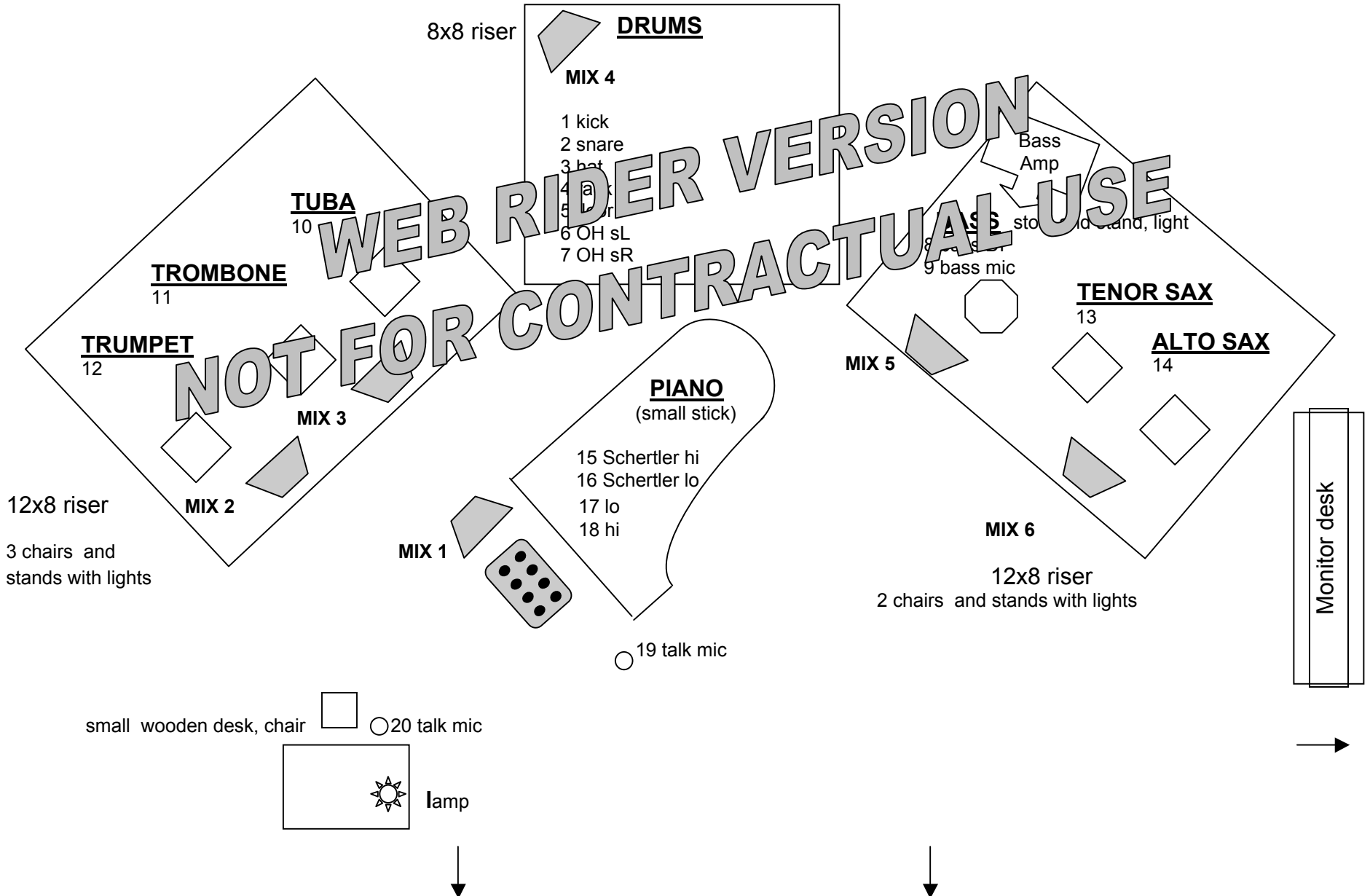
- 18" Bass Drum ( NO HOLE IN BASS DRUM HEAD)

- 12", 13" & 14" Inch Tom Toms
- Five (5) Cymbal Stands
- One (1 ) High Hat Stand
- Snare Drum & Stand
- Bass Drum Pedal
- Drum Throne
- Area Floor Rug for Drum Kit

All Drums Should Have Double Sided Coated AMBASSADOR Heads

# JASON MORAN *In My Mind* - Stage and Inputs

Projection screen or cyc 16 feet wide minimum



# JASON MORAN *In My Mind* - Stage and Inputs

Audience

Ch	Input	Mic/DI	Insert FOH	Stage needs
1	Kick	M88		<b>3 risers:</b>
2	Snare	SM57		Drum riser: 8' x 8', 16" high, (or 24" w/ step)
3	Hat	cond.		Risers stage left and stage right 8' x 8' 8" high (or 16")
4	Rack	e604		<b>5 chairs, no arms, 16" deep</b>
5	Floor	e604		<b>7 studio stands w/ lights</b>
6	OH sL	KSM32		<b>2 monitor wedges on 6 mixes</b>
7	OH sR	KSM32		<b>Small wooden desk with chair and studio amp</b>
8	Bass DI	Active DI	Comp.	<b>8 headphones and distribution from monitor desk or FOH**</b>
9	Bass mic	RE20	Comp.	*W/ headphones for playback for the musicians in headphones only,
10	Tuba	lg. diaphragm	Comp.	no monitor mix required and no FOH, just the CD in headphones.
11	Trombone	lg. diaphragm	Comp.	
12	Trumpet	lg. diaphragm	Comp.	
13	Tenor Sax	lg. diaphragm	Comp.	
14	Alto Sax	lg. diaphragm	Comp.	
15	Piano inside hi	Schertler*		
16	Piano inside lo	Schertler*		
17	Piano Hi	MK4* or 414		
18	Piano Lo	MK4* or 414		
19	Voc piano	SM58		
20	Voc desk	SM58		
21				
22				
23				
24				
25				

WEB RIDER VERSION  
NOT FOR CONTRACTUAL USE



# INFORMATION LIST JASON MORAN

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 REGENERATOR \_\_\_\_\_

5) Name and Contact info. for ELECTRICIAN \_\_\_\_\_

6) Name and Contact info. for ARTIST'S SYNC \_\_\_\_\_

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!**