

**BRAD MEHLDAU TRIO**  
CONTRACT RIDER  
April 7<sup>th</sup>, 2008

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 waive for damages or otherwise.

A. ADVERTISING AND PROMOTION

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

**BRAD MEHLDAU TRIO (100%)**

- A2. ARTIST is to receive 100% star billing on ALL publicity releases and paid advertisement, including without limitations 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. **Publicity photos and bios can be downloaded from <http://www.bradmehldau.com> or [www.imnworld.com/bradmehldau](http://www.imnworld.com/bradmehldau) . Biographical material must not be downloaded from any other site. If any changes are made in this material for press releases or program notes they must be submitted to [tom@imnworld.com](mailto:tom@imnworld.com) for approval.** 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. Press photos shall be taken at sound check. **ABSOLUTELY NO PHOTOS DURING THE PERFORMANCE WILL BE ALLOWED BY THE PRESS OR PATRONS.**
- A6. 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.
- 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 cm of unused tickets. PURCHASER agrees to distribute no more than ten (10) additional complimentary tickets to each show.
- A9. PURCHASER must report Box Office Summary Results to POLLSTAR if performance draw reaches 80% or more of house capacity. Please send box office information to: [info@imnworld.com](mailto:info@imnworld.com)

B. TRAVEL, HOTEL, DRESSING ROOMS AND CATERING

- B1. PURCHASER agrees to provide ARTIST'S REPRESENTATIVE with detailed directions to the place of performance. If ARTIST gives advance notice to PURCHASER that the ARTIST is arriving by air, PURCHASER shall, at his sole cost and expense, provide **GROUND TRANSPORTATION** for ARTIST and entourage of four (4) people, plus luggage and instruments (STRING BASS), etc., between airport, hotel, concert venue, and return to airport upon departure. One eight (8) passenger with back seat removed is required so that the bass can be carried and can also accommodate four musicians and luggage. Alternatively, a stretch limousine and one van shall be required. ARTIST must not be cramped. In addition, PURCHASER will provide all overweight, excess baggage, airport transfer, and equipment/instrument cartage costs in connection with the performance. PURCHASER shall also provide parking for band bus and/or vans at the venue and hotel.

If PURCHASER is providing air tickets, ARTIST requires four (4) business class tickets. Train tickets (unless special contractual provision has been made) are not acceptable, as trains will not accommodate the string bass. If PURCHASER is picking ARTIST up, he must be on time; meet the ARTIST at the point of arrival with an identifying sign; and must be able to carry luggage and have appropriate transportation available.

IF PURCHASER IS PROVIDING TRANSPORTATION AS OUTLINED ABOVE, SCHEDULING MUST BE SUCH THAT IF ARTIST ARRIVES ON DAY OF PERFORMANCE HE MUST HAVE TIME TO CHECK INTO HOTEL AND REST FOR A MINIMUM OF TWO (2) HOURS PRIOR TO SOUND CHECK.

- B2. If PURCHASER is providing **HOTEL ACCOMMODATIONS**, a minimum of four (4) deluxe single rooms in a minimum of a 5-star hotel are required. One room shall be smoking and the remaining shall be non-smoking. 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.

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- B3. PURCHASER shall provide two (2) comfortable and private **DRESSING ROOMS**, adequate for use by four (4) people. These rooms shall be clean, dry, well-lit, heated or air-conditioned, shall contain hangers, closet space, and at least six (6) chairs and shall be within easy access to clean and private lavatories which are supplied with soap, toilet tissue, towels, and full length mirrors. Towels shall be provided for ARTIST'S use in dressing rooms and on stage. Dressing rooms must be located in an area with access only for ARTIST and his associates.

- B4. PURCHASER shall guarantee adequate SECURITY at all times to insure the safety of the ARTIST'S personal instruments and personal property from the beginning of load-in to completion of load-out. Security will be provided at all times and places of performance to prevent loss or damage to equipment and/or personal belongings through theft, riot, misuse, vandalism, or civic commotion. If any such loss or damage occurs, the PURCHASER shall be liable to ARTIST for the cost of replacement of all missing equipment. The entire stage and backstage must be kept free of all non-critical personnel before, during, and following the performance. No individuals are to be admitted to this area without express authorization of ARTIST or ARTIST'S representative.

- B5. HOSPITALITY: In dressing room, PURCHASER shall provide refreshments in quantities sufficient for four (4) persons. All food must be set up in a separate dining area accessible to musicians only.

Cold Beverages consisting of:

Fruit juices	Soft Drinks
Perrier (or equivalent)	Evian (or equivalent)
Ice	

Fresh brewed hot coffee with fresh skim milk (or 2% if skim is not available; no cream)

Fresh hot tea with lemons and sugar

At load-in/sound check: Various fresh food and snacks to be made available (50% vegetate)

Whole wheat & French breads

Sandwich meats

Cheeses

Vegetables & fruits

All necessary condiments (mustard, mayo, ketchup, etc.) and tableware (plates, glasses, silverware, napkins, cups, etc.)

Hot meal after sound-check or after performance (ARTIST'S preference) to serve four (4) persons.

Dinners should be fresh, high quality food consisting of chicken or fish, and vegetarian with a choice of potatoes, rice, pasta, vegetables, salad, and beverages. Beverages with meal shall be as indicated above. **PLEASE MAKE SURE TO PROVIDE ONE (1) QUALITY VEGAN (VEGETARIAN/NON-DAIRY) MEAL OPTION.**

(Please make three (3) towels and Perrier and Evian available on stage for ARTIST during performance.)

### C. MISCELLANEOUS

- C1. 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.
- C2. 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 ARTISTS written approval. PURCHASER will deny entrance to any person(s) carrying tape or video recording equipment. Without limiting in any way the generality of the foregoing prohibition, it is understood to include members of the audience, press, and PURCHASER'S staff. PURCHASER shall announce such policy prior to performance while making the introductions, as well as to announce no smoking or cameras during performance, and such announcement shall stipulate that this policy is that of the venue. ARTIST must approve any other remarks and all introductions made from the stage.
  - B. The manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or performance without the ARTISTS written approval.
- C3. 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

C4. Any and all pre-concert (from the moment load-in begins) music or sound and intermission and post-concert music or sound (until end of load-out) MUST be approved by ARTIST by time of load-in.

C5. OPENING ACT: **THERE CAN BE NO OPENING ACT.**

D. TECHNICAL REQUIREMENTS: SEE ATTACHMENT A & B

E. PAYMENT AND LEGAL CONTRACTUAL CLAUSES

E1. 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.

E2. If there is an assessment of tax by any taxing authority on ARTIST for any moneys earned during the performance, said tax is to be paid by PURCHASER. It is fully agreed and understood that no deductions whatsoever are to be taken from contract price or from any percentage hereunder earned.

E3. 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 hereunder.

E4. If ARTIST is being paid on a percentage basis the PURCHASER shall be entitled to distribute no more than 20 complimentary tickets. Any tickets above and beyond that number must be accounted for as if they had been sold at full face value and that sum shall be considered a part of the gross ticket sales.

E5. PURCHASER shall indemnify and hold ARTIST, MANAGEMENT, 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. PURCHASER further agrees to provide public liability insurance with respect to his engagement.

E6. 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

E7. 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 State of New York. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in The State of New York.

E8. 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.

E9. 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. PURCHASER also agrees to secure any and all immigration clearances if concert is held outside of the United States.

E10. 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.

- E11. 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.
- E12. PURCHASER agrees that ARTIST may cancel the engagement hereunder by giving PURCHASER written notice thereof at least forty-five (45) days prior to the commencement of engagement if ARTIST shall be called upon to render services in connection with motion pictures or television if engagement hereunder conflicts therewith.
- E13. In the event that the PURCHASER shall breach this agreement. ARTIST shall have the right without limiting any of its other remedies hereunder to refrain from rendering a performance or to stop rendering a performance if such breach occurs during the rendition of a performance. Notwithstanding the cessation of such a performance, PURCHASER shall be liable to ARTIST for all of the fees and compensation hereunder in the same manner as though the ARTIST had fully performed. A BREACH OF ANY CLAUSE CONTAINED IN THIS RIDER BY THE PURCHASER SHALL BE DEEMED A MATERIAL BREACH. If ARTIST elects to perform or continue to perform notwithstanding a breach of agreement by PURCHASER, the performance by ARTIST shall not constitute a waiver of any claim the PURCHASER may have for damages otherwise.
- E 14. Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and PURCHASER shall remain liable for payment of the full contract price even if performance(s) called forth herein are prevented by such weather conditions. ARTIST shall have the sole right to determine in good faith whether the weather conditions shall render the performance(s) impossible, hazardous, or unsafe.

This Agreement shall be effective only when signed by PURCHASER and returned to ARTIST'S booking agency. All attachments and addendum are considered a part of this contract rider and are binding.

AGREED AND ACCEPTED

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
ARTIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Publicity photos and official biography can be downloaded from

<http://www.bradmehldau.com>

<http://www.imnworld.com/bradmehldau>

TECHNICAL REQUIREMENTS  
ATTACHMENT A

Purchaser shall provide the following band equipment at his sole expense and at no cost to the ARTIST. Any changes or substitutions must be discussed with ARTIST management.

A. Stage size to be no less than 25 ft (10m) wide by 20 ft (7m) deep. Professionally qualified technical staff for all fighting and sound systems under the sole direction of ARTIST from load-in and sound check, " through performance, and load-out. On-site PURCHASER'S representative to be available from load-in and sound check and must have the authority to act and make decisions on the PURCHASER'S behalf.

B. BACKLINE

1. PIANO: One (1) optimally prepared and conditioned nine foot (9') STEINWAY CONCERT D GRAND PIANO tuned to A440 pitch prior to sound check 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 should be tuned prior to soundcheck. It is essential that the PIANO TUNER SHALL BE PRESENT FOR THE ENTIRE DURATION OF THE SOUND CHECK. Brad Mehldau is a Steinway Artist and if you do not have the Steinway described above a local Steinway dealer will supply one for the cost of cartage only. To obtain the number of a local dealer call Irene Wlodarsky at (212) 332-0129 in North America, Gerrit Glamer at +49 40 85 39 11 48 in Europe, and John Patton - China 21 58 66 3578 **There must be an adjustable piano bench.**

2. BASS: **Mackie model #SRM450** powered speaker or any equivalent 2 way self powered bi-amped speakers equipped with 12" speaker and 2" Horn from **JBL, Peavey, RCF**. The unit must be mounted on a speaker stand. If neither of these is available then please contact management. Larry Grenadier will provide the microphone. IN SOME INSTANCES, WHERE AIRLINES WILL NOT ACCEPT THE UPRIGHT BASS, A PROFESSIONAL ¾ SIZED UPRIGHT W/ ADJUSTABLE BRIDGE WILL BE REQUESTED

3. DRUMS: One (1) complete studio quality jazz Drum Set (Drum make in order of preference: Camco; Yamaha; Gretsch; Ludwig)

**TOP HEADS: First choice of head type: FIBERSKIN; 2nd choice: Coated Ambassador**

**BOTTOM HEADS: CLEAR REMO DIPLOMAT**

- 2 (two) rack toms (10" x 9" and 12" x 8")
- 1 (one) floor tom (14" x 14")
- 1 (one) bass drum (18" x 14")
- 1 (one) snare drum (14" x 5")
- 3 (three) cymbal stands
- 1 (one) snare drum stand
- 1 (one) hi hat stand
- 1 (one) drum throne/seat
- 1 (one) bass drum pedal (DW5000 preferred or Yamaha)

Please Note:

**NO ROCK DRUMS/NO HOLE IN THE BASS DRUM**

- 3. Two (2) solid-backed music stands with individual and fully operative music stand lights and on/off switches.
- 4. One (1) chair

C. STAGE HANDS

A minimum of two (2) stagehands are required for load-in and load-out

D. LIGHTING SYSTEM

Highest professional quality Stage, Lighting System with a standard assortment of bright colored gels on independently controlled instruments, to be set to a light wash under the sole direction of ARTIST during sound check. **Once the lighting is set, it is not to be altered during the performance. No spots, etc.**

TECHNICAL REOUIREMENTS

ATTACHMENT B - SOUND REQUIREMENTS

SOUND SYSTEM

A sound check is mandatory. A house electrician and engineer must be available throughout the entire sound check and performance,. Sound system must be operable at least three (3) hours prior to doors opening and available for sound check.

ARTIST must have sound check as late as possible prior to opening of venue to audience. If there are other bands on the show, then ARTIST is to have the last sound check.

A concert sound system of sufficient size, sophistication and quality to deliver to all members of the audience (including sound reinforcement to balcony if any) an amplified blend of ARTIST'S music (including all instruments) free of distortion, feedback, and extraneous noises to the satisfaction of the ARTIST or the ARTIST'S representative. Said sound system must consist of the following:

A. HOUSE CONSOLE

1. A minimum of thirty-two(32) inputs with sweepable EQ.
2. Two per-fader sends and two post-fader sends
3. All main outputs to amplifiers should have 1/3 octave equalizers and should be located at the mixer
4. Should be located in center of house but no more den 11/3 back from stage and within the audience area

B. MICROPHONES

Minimum of sixteen (16) highest professional quality Microphones with stands with telescoping booms as follows:

1. One (1) Shure SM-58
2. One (1) Shure SM-57
3. One (1) Sennheiser MD-421
4. Two (2) Neumann KM-84
5. Two (2) Neumann 184
6. Three (3) AKG-414
7. Two (2) shepps
8. One (1) AKG 451
9. One (1) AKG 460
10. One (1) AKG d112
11. One (1) re20

C. MONITOR CONSOLE

1. A minimum of 24 channels with three (3) separate mixes
2. Each channel shall have sweepable EQ
3. Each mix should have 1/3 octave EQ
4. Should be stage right only

D. MONITOR SPEAKER

Three (3) monitor speakers are required. Monitor speakers must have single 15 inch speakers and a 1 inch horn preferably bi-amplified with JBL, TAD, or EV components only (NO FANE or RCF or PEAVEY, PLEASE!)

E. MISC.

1. Four (4) to six (6) 1/4 inch phone plug guitar cables
2. Two (2) power drops with sufficient length to reach anywhere within the stage area to power band equipment

AGREED AND ACCEPTED

\_\_\_\_\_  
PURCHASER

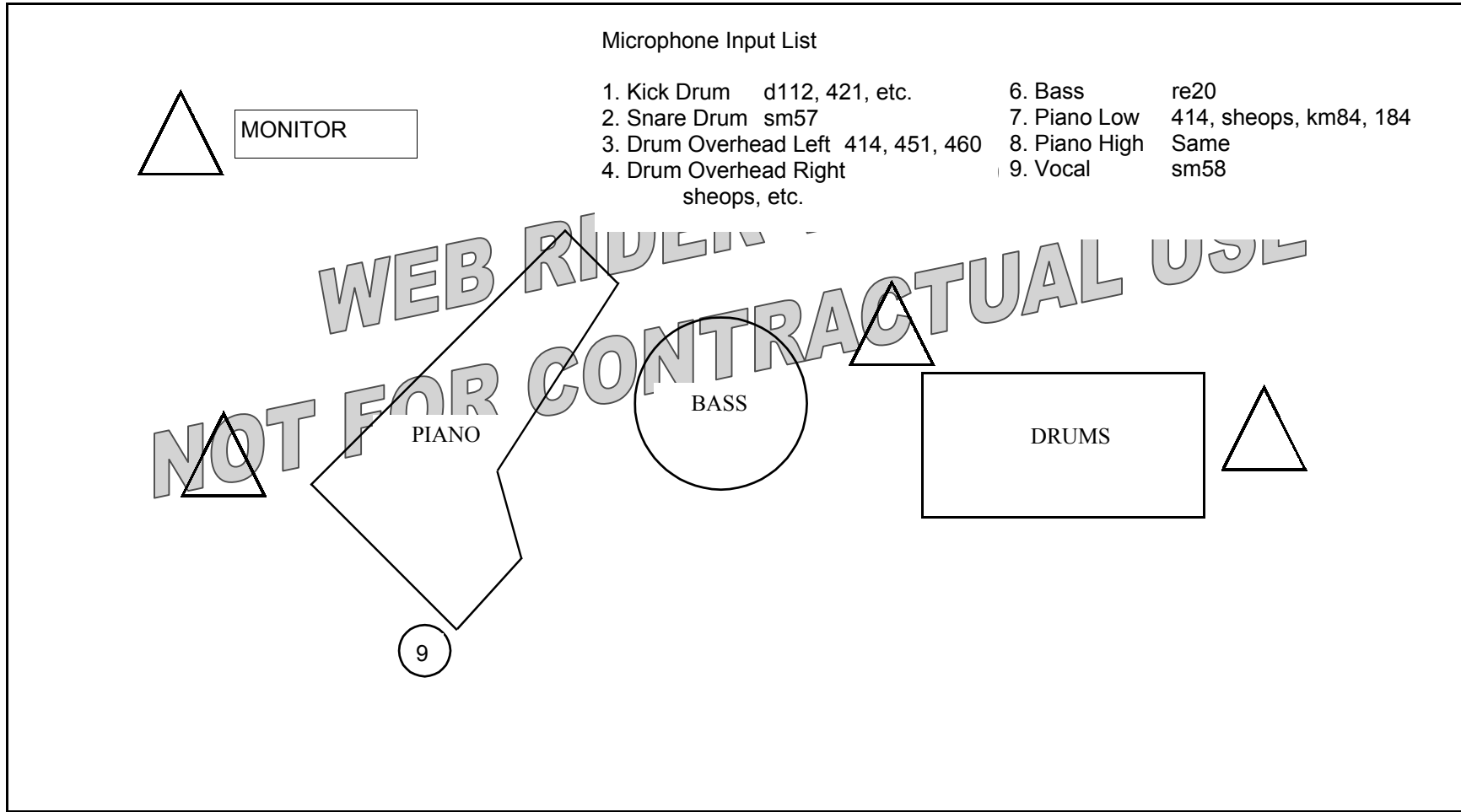
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ARTIST

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DATE

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DATE

WEB RIDER VERSION  
NOT FOR CONTRACTUAL USE

# BRAD MEHLDAU TRIO STAGE PLOT



STAGE FRONT

# INFORMATION LIST BRAD MEHLDAU TRIO

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!**