

# HERO TRIO

Rudresh Mahanthappa, Francois Moutin, Rudy Royston

## CONTRACT RIDER

Current as of 02.18.20

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 have for damages or otherwise.

### Contact information:

#### TRAVEL ADVANCE/INTERVIEWS

Rudresh Mahanthappa  
718-687-2931  
rudreshm@gmail.com

#### MANAGEMENT

Danny Melnick  
646-233-2960  
dmelnick@absolutelylive.net

#### AGENCY

Alycia Mack  
978-903-0325  
alycia@imnworld.com

#### PROMOTIONAL MATERIALS/PHOTOS

##### WEBSITE:

<http://rudreshm.com/>

##### YOUTUBE:

<http://www.youtube.com/rudreshm>

##### TWITTER:

<https://twitter.com/rudreshm>

FACEBOOK: <https://www.facebook.com/rudresh>

A. ADVERTISING AND PROMOTION

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

**Rudresh Mahanthappa's Hero Trio featuring  
Francois Moutin & Rudy Royston**

*Instrumentation: Rudresh (alto saxophone), Francois (bass), Rudy (drums)*

- A2. Artist is to receive 100% star billing on ALL press releases and paid advertisements, marketing pieces, email blasts, etc.
- A3. Purchaser agrees to use only photos and / or promotional materials provided or approved by artist in all advertisement. 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 Management.
- A5. 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.
- 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 shall have sole and exclusive merchandising rights.
- A8. Purchaser will make available six (6) 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 case of unused tickets.

## B. MISCELLANEOUS

B1. Purchaser shall not allow audience to enter place of performance until technical set-up has been completed. 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.

B2. Purchaser shall not permit and will prevent:

A. Reproduction of performance:

NO portion of the performance rendered thereunder may be broadcast, recorded, filmed, taped or embodied in any form for any purpose without prior written consent of Artist. Purchaser will make announcement to the audience regarding the "No Filming/Recording" policy prior to each performance. If any such unauthorized recording is discovered, Artist shall have the right to withhold performance without prejudice to his rights hereunder, and will have the rights to immediately confiscate and hold in permanent possession any tapes, whether audio or video, of the performance.

B. The manufacture, distribution, and/or sale of any and all souvenir items associated with the artist or performance without the artist's written approval.

B3. 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.

B4. Cancellation:

Artist reserves the right to cancel or postpone this contract without liability in the event of an Act of God (including death of a musician, close friend or family member), illness, failure of means of transportation, inclement weather, governmental restrictions, potential threat of terrorism, riots, strikes, national or international emergencies. In any such instance, neither party will have any claims for costs or damages hereunder.

If Purchaser cancels the performance for reason other than an Act of God, Artist is to be paid contract fee in full. In the event of such cancellation, Artist shall not be required to perform at any later time.

In the case of late arrival, due to circumstances beyond the control of the Artist (e.g. weather, traffic delays, flight cancellation or route changes, etc.), Purchaser must use every resource to see that the concert takes place when Artist arrives in the city of the engagement. Purchaser cannot cancel the concert for the above reasons without consent of Artist. No reductions of the contract fee can be made if the concert takes place at a time other than originally scheduled.

### C. HOSPITALITY, ACCOMMODATIONS AND TRAVEL

Backstage & Hospitality requirements:

Purchaser agrees to provide safe, comfortable, private dressing rooms for Artist's sole use, and to comfortably accommodate up to (5) five people. These rooms are to be clean, dry, well lighted and heated or air-conditioned as the weather dictates. The dressing rooms area must contain one (1) iron and ironing board, adequate chairs, mirrors, coat racks with hangers, access to clean toilet facilities with hot and cold running water. The dressing rooms are to be made available to Artist upon his arrival and are to remain available to Artist and his/her staff for two (2) hours after 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.

Dressing rooms are to contain:

Bottled non-carbonated water, three (3) large towels, facial tissues, assorted juices & sodas, fresh fruit, deli tray for three (3) to include cheeses, bread, assorted snacks (nuts, cookies, pretzels, chip, etc.), hot coffee and tea service, and full condiments as required (hot and cold cups, plates, sugar, honey, lemon, silverware, etc.). Local or imported beer, red or white wine to be available, per Artists' advance. PLEASE DO NOT ORDER DRESSING ROOM FOOD UNTIL ADVANCED WITH ARTIST OR MANAGEMENT. WE DO NOT WANT TO BE WASTEFUL IF THE GROUP IS NOT GOING TO BE ON SITE TO CONSUME THESE ITEMS.

**A HOT meal for three (3) people is to be provided either before or after the show, per the Artists' advance. Entrée of fish AND poultry, rice/starch side, fresh vegetables, green salad with assorted dressings, bread & butter, dessert, coffee, tea, water, etc. to be provided. If a hot meal cannot be prepared on site, purchaser will provide and pay for delivery by local restaurant per Artist's order or provide a dinner reservation for three (3) people at purchaser's expense or provide a \$35 pp meal buyout. RUDRESH IS ALLERGIC TO SALMON & BEETS.**

Hotel requirements:

If Purchaser is to provide accommodations as part of this agreement, Purchaser provide three (3) King single rooms in a four star hotel or better. Each room must have a king-size bed and must be in a very quiet part of hotel. Purchaser must pay, in advance, all room and tax charges for hotel rooms. Artist shall be responsible for all incidental charges including meals, Internet service, movies, phone calls, and laundry.

Transportation:

If Purchaser is to provide air transportation as part of this agreement, Artist requirements must be negotiated and confirmed and stipulated on the contract face.

Purchaser must provide all local ground transportation needs. This includes pick-up and return to airport, hotel, sound check and engagement.

D. TECHNICAL REQUIREMENTS: BACKLINE/AUDIO/STAGE INFO BELOW.  
STAGE PLOT/INPUT LIST ATTACHED

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.

The balance due is payable to Rudresh Mahanthappa prior to his performance time. Notification of any cash needs will be made at least one week in advance.

E2. Insurance:

(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 of \_\_\_\_\_, Policy No. \_\_\_\_\_ which policy 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 Rudresh Mahanthappa and working personnel, as additional insured parties for the full period of the Engagement, including any rehearsal period and post production periods, and that same is cancelable only upon six (6) day prior written notice to Producer.

(c) All premiums for such insurance shall be paid timely by Purchaser and Purchaser hereby indemnifies and agrees to defend and hold harmless Producer and its employees, contractors and/or agents 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 Absolutely Live Entertainment LLC and its employees, contractors, and/or agents from and against any and all loss, damage and/or destruction occurring to its and/or its employees', contractors', or agents' instruments and equipment at the place of the Engagement, including but not limited to, damages, loss or destruction caused by Act of God. The employees of the Purchaser are not the employees of the Producer. The insurance liability of the Producer shall be limited only to claims from its employees and does not apply to the Purchaser's employees.

(d) The Presenter further warrants and represents that it has had and maintains at all times during the terms 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 Producer, the lighting supplies and sound suppliers.

- E3. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture or employee/employer relationship and Producer and/or 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.
- E4. 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.

- E5. 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.
- E6. 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.
- E7. **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.**
- E8. 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. In the event this concert is scheduled in an open-air venue, inclement weather shall not be considered an act of God.
- E9. Any material breach of this Agreement by purchaser may cause the artist, at the artist's sole option, to terminate the Agreement. If such a breach occurs, purchaser shall be obligated to the artist for the full guaranteed amount of this Agreement and shall forfeit all deposit moneys paid to the artist or his agent as immediate and liquidated damages without prejudices to further legal action by the artist.

This Agreement shall be effective only when signed by Purchaser and returned to Artist's booking agency and/or management office. All attachments and addendums are considered a part of this contract rider and are binding.

AGREED AND ACCEPTED

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
DANIEL R. MELNICK  
f/s/o RUDRESH MAHANTHAPPA

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**HERO TRIO**  
RUDRESH MAHANTHAPPA  
FRANCOIS MOUTIN  
RUDY ROYSTON

### BACKLINE

#### BACKLINE:

- 4 music stands with lights
- 3 black towels
- 3 bottles of water
- NO RISERS

#### Alto Saxophone/Speaking

AKG C414 for horn, one microphone for speaking.

#### Acoustic Bass

7/8 size preferred with pickup installed.

Strings: Regular "red-red" Spirocore Thomastik Bass Orchestra strings preferred.

#### **No gut strings.**

Preferred pickups:

- Fishman Full Circle 1/4-20 (not BP100) or
- Realist.



Required: Either string height adjuster wheels on bridge or HIGH action (at end of fingerboard, 3/8 inch = 9mm for G string and 5/8 inch = 15mm for E string).

Bass Amp (combos or head+speaker).

First choice: Ampeg

Second choice: Markbass

Third choice: SWR

4x10" or 2x12" or 2x15"

1 bass stool or bar stool.

PLEASE DO NOT RENT ANY OTHER TYPE OF BASS AMPLIFIERS OR CABINETS WITHOUT FIRST CONFIRMING WITH THE ARTISTS.

Drums

1<sup>st</sup> choice: Canopus/2<sup>nd</sup>: Gretch/3<sup>rd</sup>: Yamaha/4<sup>th</sup>: Sonor

**ALL TOP DRUM HEADS ARE TO BE COATED; NO HOLE IN BASS DRUM**

Drum sizes:

18" bass drum with mount for toms

10"x8", 12"x8" rack toms (toms **NOT** mounted on cymbal stands if possible)

14"x14" floor tom (with legs only, not mounted)

14"x 5 1/2" snare drum (no piccolo snare drums)

**Hardware:**

Any hardware will do, but Rudy prefers Gibraltar cymbal stands

4 boom cymbal stands

foot pedal (Pearl preferred)

hi-hat stand (no two leg stands)

double braced snare stand

double braced drum throne, preferably hydraulic

drum key

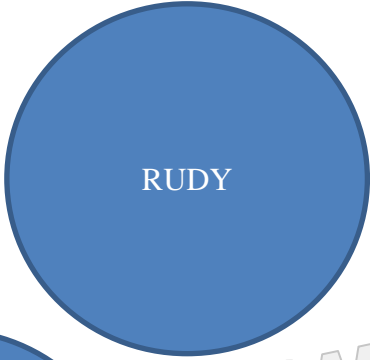
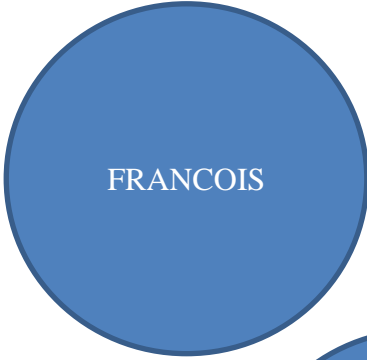
drum carpet

## HERO TRIO

RUDRESH MAHANTHAPPA, alto saxophone, speaking mic

FRANCOIS MOUTIN, bass

RUDY ROYSTON, drums



*WEB RIDER VERSION  
NOT FOR CONTRACTUAL USE*