

Dave Douglas and Joe Lovano Quintet

CONTRACT RIDER

ADDITIONAL TERMS AND CONDITIONS

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:

**Dave Douglas and Joe Lovano Quintet: Sound Prints (100%)
Featuring: Lawrence Fields, Linda Oh and Joey Baron (75%)**

Please insure to use all musicians names in the order and proportion provided herein in any circumstance where sidepersons names appear

A2. ARTIST is to receive 100% star billing on ALL publicity releases and paid advertisement, including without limitations programs, flyers, web blurbs, signs, newspaper ads, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by ARTIST OR HIS REPRESENTATIVE. PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by ARTIST in all advertisements.

A3. 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.

A4. **ABSOLUTELY NO PHOTOS DURING THE SOUNDHECK OR PERFORMANCE WILL BE ALLOWED BY THE PRESS OR PATRONS.**

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 shall have sole and exclusive merchandising rights.

A7. PURCHASER will make available twenty five (25) 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.

A8. 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

A9. PURCHASER agrees to submit concert programs and/or set lists (as applicable) to (i) the local performing rights society (i.e. composers collective copyright society) authorized to license works in the territory of the concert contracted hereunder, in accordance with that society's policies, and (ii) to IMN.

B. TRAVEL, HOTEL, DRESSING ROOMS AND CATERING

- B1. If PURCHASER is providing air tickets, ARTIST requires six (6) 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 two (2) suites and four (4) deluxe single rooms in a minimum of a 5-star hotel (with a full gym, wireless internet, a restaurant on the premises, and air conditioning, etc) is required. 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.

- B3. PURCHASER shall provide two (2) comfortable and private **DRESSING ROOMS**, adequate for use by six (6) 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 six (6) persons. All food must be set up in a separate dining area accessible to musicians only.

Refreshments shall be available in dressing rooms during sound-check and shall be adequate for eight (8) persons to consist of cold beverages such as fruit juices, Perrier (or equivalent), Evian (or equivalent), soft drinks, dry red & white wines, beer; fresh hot coffee and tea with fresh skim milk (or 2% milk if skim not available no cream), lemons, sugar, ice, various fresh foods and snacks (50% vegetarian) to consist of whole wheat and French bread, sandwich meats, cheeses, vegetables, fruits, and all necessary condiments (mustard, mayo, catsup, etc.) and tableware (plates, tableware, glasses, napkins, cups, etc.)

After sound-check or after performance (at Artist's request) six (6) if the band has a driver) HOT DINNERS, including one vegetarian. Should be fresh, high quality food with a choice of potatoes, rice, pasta, vegetables, salad, and beverages. Beverages with meal shall be Perrier (or equivalent), Evian (or equivalent), soft drinks, dry red & white wines, beer; fresh hot coffee and tea with fresh skim milk (or 2% milk if skim not available no cream), lemons, sugar.

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 it the time stipulated herein or breaches any provision of this agreement, ARTIST shall have the right w 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 PIJRCHASER. 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 ant 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.

ATTACHMENT A: TECHNICAL REQUIREMENTS

In connection with performance herein, Purchaser, at Purchaser's sole cost and expense, will provide Artist with the following:

1. STAGE

- a. Stage size to be no less than 25ft(10m) wide by 20ft(7m) deep.
- b. Professionally qualified technical staff for all lighting and sound systems under the sole direction of Artist from load-in and sound-check, all through performance, and load-out.
- c. On-site purchaser's rep to be available from load-in and sound-check and must have the authority to act and make decisions on purchaser's behalf.

2. EQUIPMENT

1. PIANO:

- One (1) optimally prepared and conditioned nine foot (9') CONCERT GRAND PIANO (Steinway, Yamaha or Bosendorfer only) 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 tuner should be present at sound check.

2. BASS (Acoustic):

- One (1) Upright Double Bass: 3/4 size, carved top and back (NO PLY WOOD) adjustable height bridge, and adjustable endpin (with rubber stopper on end) - Realist or Full Circle pick-up, steel wound strings (Daddario Zyex, Thomastik, Aya Pirazzi strings)
- One (1) Bass Bow (French grip) with Pops or Norman Rosin
- ~~One (1) combo amplifier: Aguilar, Acoustic Image, Ampeg preferred.~~
this amp should be elevated on a divateen covered box
- One (1) SWR or comparable 4x10 cabinet
- Six (6) 10' (3m) instrument cable (1/4" / jack)
- One (1) music stand w/ light

3. DRUMS

- **FOR JOEY BARON (GRETSCH Maple drums preferred or Yamaha Maple Custom)** to consist of:
14" ø X 5.5" to 6.5" depth wood or Brass snare drum
18" ø X 14" depth Bass Drum
12" ø X 8" depth Mounted Tom
14" ø X 14" depth Floor Tom (Must have legs. No stand mounted floor toms)

3 CYMBALS (18" ride, 18" & 16" crash)

- preferred cymbal brands: spizzichino, istanbul, bosporous, sabian

HARDWARE:

- Two (2) Boom-Arm Cymbal Stands
- Two (2) Straight Cymbal Stands
- One (1) Hi-Hat Stand - DW 5500 Turbo or similar
- Two (2) snare Stand
- One (1) Throne with cloth seat
- One (1) Bass Drum Pedal DW
- One (1) Drum rug

All Drums should have AMBASSADOR WHITE COATED HEADS coated heads. Bass drum should have nothing inside and no holes in the bass drum head. (Pillows, blanket, etc.)

Please Note: All drums must have white-coated heads on the batter side, including the bass drum and clear heads on the resonant side. - **NO ROCK DRUMS!! NO HOLE IN THE BASS DRUM!!**

- Five (5) solid-backed music stands with individual and fully operative music stand lights and on/off switches
- Five (5) clean hand towels

- Evian and Perrier (or equivalent) for musicians on stage

3. SOUND SYSTEM

A sound check is mandatory. During the performance the sound will be mixed by a representative of the Artist. **This representative is to have sole and complete control of the house mix.** A house electrician and engineer must be available throughout the entire sound check and performance. Sound system must be operable at least 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:

AMPLIFICATION & SPEAKER SYSTEM

- High quality professional sound reinforcement system capable of providing clear undistorted sound of at least 110db, 20-16,000Khz with less than 1% total distortion.
- Minimum 3-way HF-tipped speaker system. PREFER LINE ARRAY SYSTEMS!!
- A high quality sub-woofer system.
- Crossover control available at FOH Mix position.
- System should be configured in stereo with (2) Professional 1/3 Octave EQ's (in chain, not inserted) for the mains and an additional 1/3 Octave EQ for any clusters or balcony fills. (Klark, etc.) All master outputs must have the possibility to be delayed.

HOUSE CONSOLE

- Console must be located at mid house and never in a booth or under balcony. When the concert is outdoor, the console shall NOT be near a noisy area like bars, kitchens or street areas. Console must be professional and have a minimum of 24 Input, 8 Sub-master with channel and sub-master inserts, VCAs., 4 band FULLY parametric EQ (with Q) for each channel, 48 volt phantom power and a minimum of 6 aux sends. Preferences: Midas XL4, XL3, Yamaha PM series, PM1D, PM5D, etc.
- Processing
Two (2) professional stereo digital reverbs. (T.C. Electronics M 6000, M 5000, M 4000, M 3000, M 2000, Lexicon PCM90, PCM 91, PCM 70...)
One (1) Compact disc player
Two professional (2) channel compression (DBX 160 or quality tube compressors)

MICROPHONES :

See stage plot and patch list attached

One (1) AAA/LR03 Battery 1.5 volt for wireless system provided by artist, Must be NEW in Wrapper

MONITOR SYSTEM

- Will be mixed from the stage whenever it is possible. Console must be professional and have a minimum of 16 Input, 4 band FULLY parametric EQ (with Q) for each channel, 48 volt phantom power and a minimum of 6 aux sends.
- Five (5) 12 or 15 inches woofer with 1 or 2 inches horn. Prefer Clair Brother, L acoustic, Meyer, D&B, Martin, ALL MONITORS MUST BE OF THE SAME MODEL. Passive crossovers are fine. Bi-Amplified are acceptable but not necessary
- Five (5) 1/3 Octave EQ's. inserted on each monitor send. (Klark Technics, etc.)

SMALLER is BETTER , this is a very LOW VOLUME SHOW

MORE ABOUT MONITORS :

Artist Engineer will work with Monitor engineer to Set and Sound Check Monitors
On Stage Mixing with an Engineer is Preferred
If Monitors Must be done from house console: 6 AUDIO "Y" CABLES , 1 FEMALE 3 PIN to 2 MALE 3 PIN XLR Connectors to split signals on different chanel. The board must have 5 AUX SENDS prefader and 1 aux send post Fader for Reverb. Each mix will have a 1/3 octave Equalizer.

MISC. :

- a. Four (4) to six (6) 1/4 inch phone plug guitar cables
- b. Two (2) power drops with sufficient length to reach anywhere within the stage area to power band equipment
- c. One (1) Roll of BLACK STAGE TAPE (GAFFERS)

4. STAGE HANDS

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

5. LIGHTING SYSTEM

Highest professional quality Stage Lighting System with a standard assortment of bright colored gels on independently controlled instruments, to be operated by professionally qualified technicians under the sole direction of Artist during sound check and performance. Once the lighting is set it is not to be altered during the performance.

6. INTERMISSION MUSIC

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.

G. ANNOUNCEMENTS

Artist must approve any introductions and remarks made from the stage

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

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

