

JASON MORAN AND THE BANDWAGON

CONTRACT RIDER

Current: August 2010

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 supply the **ARTIST** with certain equipment and working conditions, which 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, without releasing you from the obligation to pay them.

We look forward to a smooth and successful engagement and would be happy to assist you in any way. If there are any problems in 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
Saugerties, NY 12477
Fax: (845) 247-8970

Contact:

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Niki Gatos
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1. Deposit / Payment

As per terms on the cover page of the Contract.

2. Billing / Other Artists

The correct billing for Artist, applicable in all promotional materials shall be:

Jason Moran and the Bandwagon

The Artist will be given 100% headline/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.

Instrumentation is as follows (**subject to change**):

Musician

Jason Moran

Instrumentation

Piano

Tarus Mateen
Nasheet Waits

Bass
Drums

3. Transportation / Hotel

In addition to the agreed transportation/hotel accommodations in the contract, **PURCHASER** shall provide (at no expense to **ARTIST**) all local transportation needs. **PURCHASER** shall provide said local transportation needs, even in the event that **ARTIST** arrives in a tour coach. This includes airport/hotel/sound check/performance/ hotel and return to airport and any promotional events, such as radio, TV, etc. by van or vehicle large enough to accommodate 4 people, instruments and luggage. Transportation between venue over fifty (50) miles may be provided by motor coach, airplane or limousine subject to approval.

All hotel accommodations will be in a **minimum four star** hotel (with high speed internet) near the place of the performance, and will consist of one (1) junior suite for Mr. Moran, and three (3) single rooms (for the band and crew) nightly for the entire engagement, with a telephone and television in each room and a fax machine and a restaurant in the hotel. The hotel should be located no further than 15 minutes from the performance venue. 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 emailed to management **AS SOON AS POSSIBLE**. **All hotels are subject to approval by management.**

4. Setup / Rehearsal

On the first day of the performance, the venue will be made available to Artist for technical setup and rehearsal **at least** three hours prior to 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 schedule A and 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 four (4) 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 five persons. Dressing room(s) shall have easy access to clean bathrooms, be locked or suitably secured and shall contain the following:

- 10 clean towels
- 2 gallons non-carbonated spring/ distilled water
- 3 bottles of red wine
- 12 bottles of beer
- 2 liters Coca-Cola
- 4 quarts real/100% fruit juice
- 1 liters sparkling water (water with gas)
- 2 loaves of fresh bread
- assorted fresh fruit and assorted salads with dressing separately
- assorted snack foods (cheeses, chips, nuts, crackers)

Purchaser will also provide a hot meal for four (4) on each night of the engagement (**NO FAST FOOD PLEASE**). The meal shall include an entrée and a variety of healthy side dishes.

Mealtime shall be coordinated with Artist Representative and shall be in a good restaurant near the venue. Meal vouchers for area restaurants or a catered meal backstage will be acceptable with prior consent from Artist Representative. Any other arrangement regarding meals must be approved by management.

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

6. Ancillary Sales

Purchaser agrees to supply Artist with adequate space (and if necessary a sales person) for the Artist or his representative to sell recordings, photos, apparel, souvenir books, etc. at the place of performance. The Artist retains the sole and exclusive 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. 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 RECORDING 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 any of the terms, covenants or conditions of this contract, Artist shall not be required to perform hereunder and Purchaser shall pay to Artist the full amount of fixed payments required hereunder. A breach of any clause contained in this rider by Purchaser shall be deemed a material breach. 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.

Purchaser shall provide Artist's representative with **ORIGINAL** copies of all press releases, fliers, 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.

A professional sound augmentation system, capable of providing clear, undistorted evenly distributed sound throughout the audience area; microphones and monitors per attached stage plot and a professional engineer to operate said system for the full sound check and performance. Once Artist has sound-checked, equipment and levels cannot be changed or re-arranged prior to the performance. Artist Representative will work in conjunction with the house sound engineer and have final approval of house sound levels.

Three (3) separate monitor mixes should be available.

All lighting, sound and stage preparations must be completed prior to the arrival of Artist at the venue and not less than four (4) hours prior to doors opening. ARTIST may require up to 2 hours for sound check.

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

AGREED AND ACCEPTED BY:

PURCHASER

JASON MORAN

DATE

DATE

JASON MORAN AND THE BANDWAGON

SOUND/STAGE AND LIGHTING REQUIREMENTS

- a) Purchaser shall provide at no cost to ARTIST all of the following:
A first-class sound-reinforcement system capable of providing even coverage and distortion free
sound levels to all parts of the venue, with a minimum of sixteen (16) channels with separate equalization on each channel.
- b) Professional sound, lighting and stage crews to operate systems, assist with load-in, set-up and load-out, as well as work with ARTIST and or ARTIST's representative for desired results. Technicians must be present at sound check and performance.
- c) A sturdy stage -- minimum 12' wide x 15' deep, accessible by ARTIST in a manner other than from through the audience.
- d) Equipment must be set-up (per attached plot) by PURCHASER's crews prior to sound check.

BACKLINE REQUIREMENTS:

- One (1) Acoustic Grand Piano (**preferably STEINWAY**) TUNED DAILY (for multi-night engagements)
- One (1) Gallien Krueger 400 or 800 bass Amp with a 15" JBL or SWR speaker cabinet.
- One (1) guitar stands
- Three (3) music stands
- Two (2) Piano Microphones, One Lo, One Hi with Stands/ Boom attachments
- One (1) Vocal Mic with on/ off switch (resting on a pad on the piano)
- Two (2) Vocal Mics – one for bass player, one for the drummer.
- One (1) Microphones for the Bass with Short Floor Stand (or normal stand) and Boom attachments
- Seven (7) Microphones for Drums
- Three (3) Active DI boxes: Two on the piano for a MD player and One for the Bass.
- Three (3) Monitors

DRUM KIT

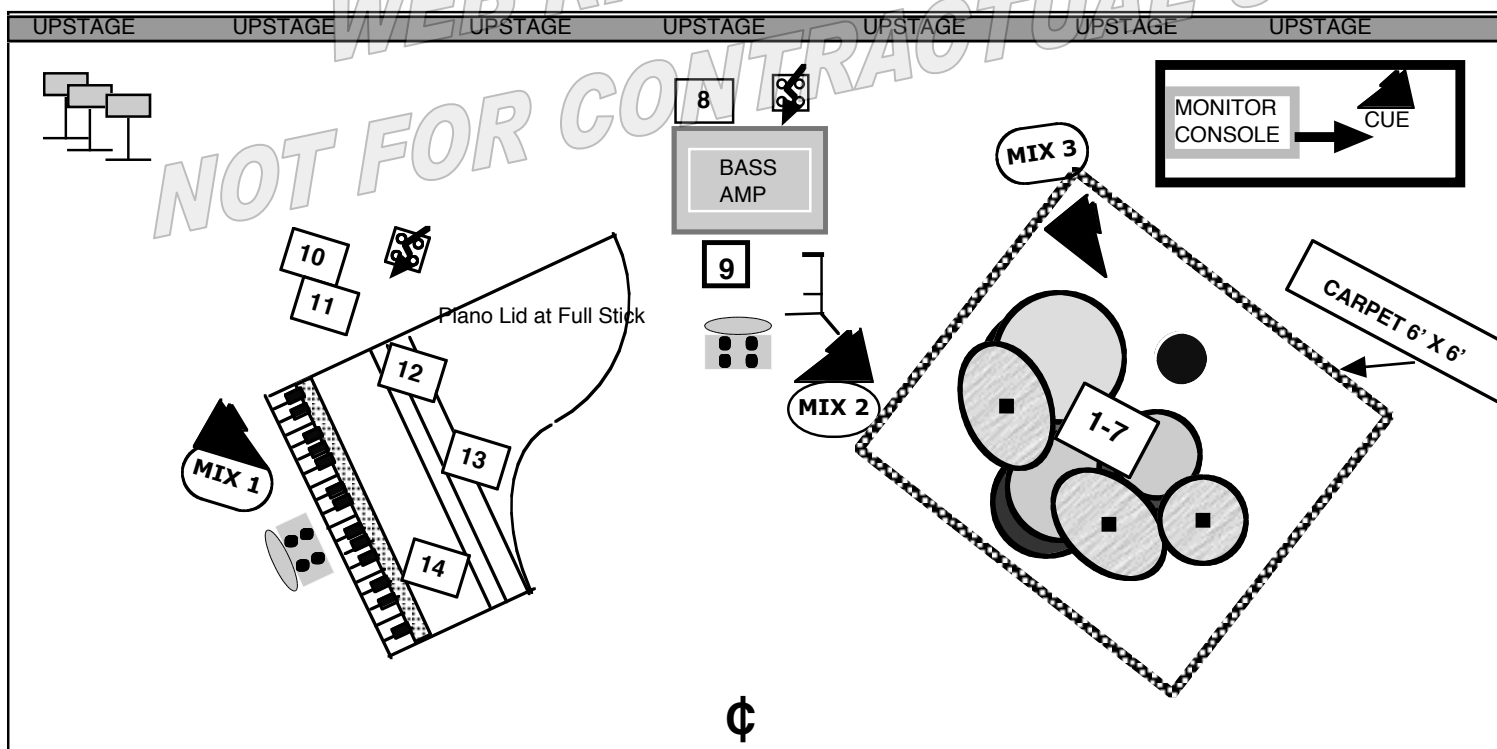
- GRETSCH, YAMAHA or SONOR
- 18" Bass Drum (NO HOLE IN BASS DRUM HEAD)
- 12", 13" & 14" Inch Tom Toms
- Five (5) Cymbal Stands
- One (1) High Hat Stand
- Snare Drum & Stand
- Bass Drum Pedal
- Drum Throne
- Area Floor Rug for Drum Kit

All Drums Should Have Double Sided Coated AMBASSADOR Heads

Jason Moran and the Bandwagon

CH#	INPUT	MIC/DI	STAND	MONITOR
1)	Bass Drum	Beta 52	Short Boom	
2)	Snare	SM 57	Short Boom	
3)	Hi Hat*	AKG 451/ SM 81	Short Boom	
4)	Rack Tom*	Senn 421	Short Boom	
5)	Floor Tom*	Senn 421	Short Boom	
6)	Overhead L	AKG 414	Tall Boom	Yes
7)	Overhead R	AKG 414	Tall Boom	Yes
8)	Bass DI	Active DI		Yes
9)	Bass Mic	RE 20	Short Boom	Yes
10)	Mini Disc L	Active DI		Yes
11)	Mini Disc R	Active DI		Yes
12)	Piano Mic Lo	Neumann KM 184	Tall Boom	Yes
13)	Piano Mic Hi	Neumann KM 184	Tall Boom	Yes
14)	Vocal	SM 58 w/ switch	On Pad inside Piano	Yes

* = depending on venue size



AUDIENCE

AUDIENCE

- = MONITOR WEDGES
- = ARMLESS CHAIRS (2)
- = MUSIC STANDS (3)
- = AC X 4 (GROUNDED) (2)
- = Guitar Stand

BACKLINE NEEDED:

- PIANO: 7' Grand Minimum (Steinway Preferred)
 - Tuned Before Soundcheck
 - Re-Tuned Before Performance
- BASS : Gallien-Kruger 800RB (400 OK)
 - 1x15" SWR or JBL Speaker Cabinet
 - Guitar Stand with Neck Rest
- DRUMS: Jazz Drum Kit (See Specs in Rider)
 - Coated Ambassador Heads
 - No Holes or Damping in Heads
 - 6' x 6' Carpet (Black or Gray)
- MISC.: (2) Armless Chairs(3) Music Stands

MANAGEMENT CONTACT:

VISION ARTS MANAGEMENT INC.
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 louise@visionartsmgmt.com

PLEASE HAVE (3) HAND TOWELS AND (8) BOTTLES OF SPRING WATER AVAILABLE ON STAGE FOR PERFORMANCE



JASON MORAN

Contact Information Sheet

2010

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Visit our website for complete information on our artists: www.imnworld.com