

Please read this rider and the attached technical rider carefully. They are part of the attached contract for ARTIST. By signing the rider, you are agreeing to supply ARTIST with production and proper working conditions essential to a successful performance. Any material breach of the terms and conditions of these riders 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, the performance by ARTIST shall not constitute a waiver of any claim for damages.

A. ADVERTISING AND PROMOTION

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

KURT ELLING (100%)

A2. ARTIST is to receive 100% billing on ALL publicity releases and advertisements, including without limitation: programs, flyers, signs, newspaper ads, marquees, tickets, radio spots, TV, etc., unless otherwise authorized by ARTIST or ARTIST's representative, in writing.

A3. PURCHASER agrees to use current biography and designated images for their promotional campaigns (available by selecting the News & Press link at kurtelling.com). 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. While ARTIST will do his best to assist in your promotional campaign, PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotion or appearance without prior written consent from ARTIST or ARTIST's representative.

A5. PURCHASER agrees that there will be no signs, banners or other advertising materials on or near the stage during the entire performance without prior written consent; nor shall any such advertising appear on tickets, flyers, handbills or posters. ARTIST's appearance shall not be sponsored by or in any other way associated with any political candidate or commercial entity. ARTIST's appearance shall not be for a private event, corporate or otherwise, or for any restricted audience, without prior written approval.

A6. In the event a tour (or concert) sponsorship is added by ARTIST at any time before, 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 exclusive merchandising rights for ARTIST's CDs. PURCHASER to provide, at no cost to the ARTIST, a well-lit, secure location in the main lobby easily visible from the venue's main entrance, with one eight foot table and three chairs for the sale of ARTIST's merchandise.

A8. PURCHASER will make available fourteen (14) complimentary tickets per show for ARTIST's sole use. Seats are to be in preferred locations within the first 12 rows. If place of performance is other than a theater, a preferred booth and/or tables for ten (10) persons is to be available for each performance. ARTIST will advise the box office of unused tickets no later than two hours prior to show time.

A9. For percentage dates, PURCHASER shall have the right to distribute 30 tickets or 1% of the sellable house (whichever is greater) for use for media, sponsor, and other promotional needs. These tickets do not include tickets set aside for artist requirements.

B. TRAVEL AND ACCOMMODATIONS

GROUND TRANSPORTATION

B1. Unless otherwise agreed to in writing, PURCHASER shall, at his sole cost and expense, provide ground transportation for ARTIST and entourage of 6 persons with luggage and equipment, for all ground transport runs between the airport, hotel, and venue—including return transport to the airport. ARTIST will require one (1) passenger van

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(minivan) and one (1) cargo van. Please note that ARTIST entourage travels with an acoustic bass, large road cases and personal luggage.

- B2. PURCHASER's representative should meet ARTIST at baggage claim at a time determined in advance by ARTIST's representative. PURCHASER's representative is to display a name card that reads: "ELLING." It is requested that the driver(s) refrain from smoking, be alert and have comprehensive knowledge of the routes and area to be traveled. We request that vehicle sound systems are off. If ARTIST is not met at the airport upon arrival, ARTIST has the option of hiring local transport to the hotel or venue at PURCHASER's expense. If PURCHASER requires ARTIST or entourage to travel by taxi, they shall be immediately reimbursed by PURCHASER upon the presentation of receipts.
- B3. In those instances where PURCHASER does not provide ground transport, a list of recommended transportation services with contact info is to be provided to ARTIST no later than one month prior to the engagement. PURCHASER will provide ARTIST's representative detailed directions to the place of performance and the stage entrance.

AIRLINE TRANSPORTATION

- B4. When contracted to provide air travel, PURCHASER is to provide six (6) coach tickets. Coach tickets are to be either S or Y class and transferable and upgradeable. For flights associated with this engagement, any overweight and/or oversize charges will be at the PURCHASER's expense.
- B5. When PURCHASER wishes to provide air travel using coupons, vouchers or passes and the flight options are inconvenient, ARTIST reserves the right to make other flight arrangements and either acquire such vouchers from PURCHASER for subsequent travel, or be reimbursed in full for the tickets acquired. PURCHASER shall be responsible for any local, municipal or governmental air travel taxes and fees.

HOTEL ACCOMMODATIONS

- B6. When contracted to provide hotel accommodations, PURCHASER is to provide rooms according to the schedule below unless otherwise agreed upon. Rooms shall be available for early check-in. Hotel shall be at least a 4-star, full service hotel and be no further than a 15-minute ride from the venue. Hotel shall be in a nice area of the city and ideally within walking distance to a fitness center, restaurants and shopping. ARTIST's representative is to sanction the hotel choice. Of course, PURCHASER is *not* to be responsible for any extra charges during ARTIST's stay other than rooms and tax. PURCHASER is to provide all hotel information to ARTIST no later than one month prior to the engagement or, in those instances where PURCHASER does not provide hotel accommodations, a list of recommended hotels with contact info is to be provided to ARTIST representative.

SOLO engagements – one (1) suite with king size bed and one (1) single room with king size beds.

QUARTET engagements – one (1) suite with king size bed and five (5) single rooms with king size beds.

ORCHESTRA engagements – one (1) suite with king size bed and five (5) single rooms with king size beds.

C. PRESENTATION AND VENUE DETAILS

- C1. PURCHASER shall not allow audience to enter place of performance until technical set-up and sound check have been completed. ARTIST shall endeavor to complete sound check one hour prior to curtain. ARTIST REQUIRES A MINIMUM ONE-HOUR SOUND CHECK AFTER COMPLETION OF SETUP. Festival producers are to comply with this policy unless otherwise agreed to in writing.
- a. The performance space must be NO SMOKING from the time of sound check until following the performance. The promoter is required to make this announcement 15 minutes prior to the performance and we ask for your kind cooperation in maintaining the audience's compliance with this request.
- C2. PURCHASER shall not permit and will attempt to prevent:
- a. The recording, filming, videotaping, digital recording or broadcasting of the ARTIST'S performance or any portion thereof without the ARTIST's written approval—and confiscate unauthorized reproductions.

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.

- 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. ARTIST shall have control over the production, presentation and performance in connection with the engagement, including the details, means and methods of ARTIST's performance. ARTIST's representative shall have authority in directing personnel operating all lighting and sound equipment in conjunction with this engagement.
- C5. ARTIST reserves the right to approve other artist(s) appearing in conjunction with this engagement and has mutual control with PRODUCER in the determination of the length of the opener's performance(s). PURCHASER agrees that any welcoming speeches, introductions, advisories or ceremonies are to be advanced with ARTIST's representative.
- C6. For a successful engagement, in addition to securing the appropriate venue personnel, PURCHASER shall provide at his sole expense the following technical personnel:
- | | |
|------------------------------------|---|
| Two (2) sound engineers | One (1) house electrician |
| One (1) lighting operator/director | Any union employees or third-party contractors |
| Two (2) stage hands | necessary for the production of the performance |
| One (1) spot operator | |

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The aforementioned staff must be available when load-in commences and must continue to be present throughout the set-up, sound-check, performance, strike and until the load-out of ARTIST's equipment is completed. Further specifics to be coordinated between ARTIST's production manager and PURCHASER's technical representative.

C7. Purchaser will make every reasonable effort to assure the security of the ARTIST, the band, crew and band equipment during all phases of ARTIST's presence while on-site. Accordingly, either the dressing rooms can be locked with keys provided to ARTIST's representative or security personnel shall be posted nearby.

D. DRESSING ROOMS AND HOSPITALITY

- D1. PURCHASER shall provide two clean, dry, well-lit, lockable dressing rooms where the climate can be controlled upon request. Mr. Elling's dressing room shall comfortably accommodate three (3) persons. The second dressing room shall comfortably accommodate six (6) persons.
- D2. Dressing rooms to be available two hours prior to sound check and until one hour subsequent to the conclusion of the engagement. Access shall be limited to ARTIST and his band and crew. Dressing rooms shall be within close proximity to the stage and away from a public area. A copy of keys to the dressing rooms is to be given to the ARTIST's representative upon load-in. In the event that dressing rooms are not lockable, then security personnel must be in place at the entrance of the dressing rooms from the time of ARTIST's arrival through departure.

CATERING

Dressing rooms each contain:

- Sofa and three (3) chairs and tables
- Full-length mirror
- Well-lit make-up mirror
- Clothes rack with hangers
- Clothes steamer, iron and ironing board
- Minimum of four (4) AC electrical outlets
- Private and clean lavatory facilities with hot and cold running water and soap
- Two (2) bath towels / four (4) hand towels (dark color) / two (2) wash cloths (dark color)
- Hot Tea set-up for four (4) with honey, and whole lemon
- Throat Coat tea (Mr. Elling's room only)
- Eight (8) 500ml. bottles of non-carbonated spring water, room temperature
- One (1) fresh fruit platter
- One (1) vegetable platter
- One (1) bowl of mixed nuts
- One (1) bottle of Quality Red Wine
- Four (4) bottled assorted diet sodas (Coca-Cola, Dr. Pepper)
- All necessary cups, utensils, napkins etc.
- Assorted cookies, chips, dips & chocolate
- Four (4) beers from local area or Pilsner Urquell
- Four (4) assorted 500ml. bottles of Vitamin Water or similar
- Box of facial tissue

AT SOUND CHECK:

Six (6) 500ml bottles of non-carbonated spring water.
Fresh brewed coffee and herbal teas with honey, sugar, Splenda or Equal, and half-and-half.

ON STAGE JUST PRIOR TO PERFORMANCE:

Ten (10) 500ml. non-carbonated spring water, room temperature.
One (1) dark colored (black) washcloth for ARTIST and four (4) dark colored (black) hand towels for band.

DINNER FOR ARTIST, BAND AND CREW TO BE AVAILABLE NO LESS THAN TWO (2) HOURS BEFORE TIME OF SHOW WITH AN HOUR BETWEEN THE COMPLETION OF MEAL AND CURTAIN:

SOLO engagements – Dinner for three (3) persons.

QUARTET engagements – Dinner for six (6) persons.

Hot meals consisting of fish entree and poultry (white and dark meat) or beef (all to be advanced with road manager). Local specialties are appreciated.

- One (1) rice or starch dish
- Two (2) hot vegetables dishes
- Green salad with assorted dressings
- Bread and Butter plus spreads
- Fresh brewed hot coffee and herbal teas with honey, sugar, Splenda or Equal, lemon and whole milk.
- Bottled water (gas/no gas),
- Assorted iced soft drinks (mixture of diet and regular).
- Beer and quality Red and White Wine
- Dessert

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E. PAYMENTS, INSURANCE, LICENSES, FORCE MAJEURE

- E1. All payments shall be made as provided herein. In the event PURCHASER fails to make any payment at the time stipulated—or breaches any provision of this agreement—ARTIST has the right to withhold performance without prejudice to further rights and remedies.
- E2. **IN THE EVENT ARTIST IS PAID ON A PERCENTAGE BASIS**, PURCHASER agrees to deliver to the ARTIST's representative, INTERNATIONAL MUSIC NETWORK 278 Main St. Gloucester, MA 01930, at least two (2) weeks prior to date of performance a written box office statement and or printer's manifest listing amount of tickets printed and sold at each price. On the day of performance, a written box office statement signed by the PURCHASER will be furnished to the ARTIST's representative prior to the conclusion of engagement. This statement will include the number of: a) tickets printed; b) tickets sold and at what price; c) complimentary tickets issued and d) the net sales less allowable deductions and taxes as stated in this Agreement.

ARTIST representative shall have the right to be present in the box office throughout the engagement date, and shall be permitted to reasonably satisfy himself as to the gross receipts.

E3. **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. _____ 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 ARTIST and its employees, agent and management for the period to include the engagement, rehearsal and post production periods.

(c) All premiums for such insurance shall be paid on a timely basis by PURCHASER, who also indemnifies and agrees to defend and hold harmless those named in the aforementioned from and against any claims, 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 the aforementioned from and against any and all loss, damage and/or destruction occurring to its and/or its employees' or contractors' instruments and equipment at the place of the engagement, including damage, loss or destruction caused by Act of God. The insurance liability of the ARTIST shall be limited only to claims from its employees and does not apply to the PURCHASER's employees.

(d) The PURCHASER further warrants and represents that it maintains at all times during the term 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 ARTIST, lighting suppliers and sound suppliers.

- E4. 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. The signatory to this agreement warrants and represents that he/she has the legal capacity to enter into this agreement.
- E5. This agreement may not be changed, modified or altered except by an instrument in writing by both parties. Any proposed additional terms and conditions, which may be affixed to this contract by PURCHASER, are not part of this contract until signed by ARTIST. This agreement shall be construed in accordance with the laws of The Commonwealth of Massachusetts. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in The Commonwealth of Massachusetts
- E6. PURCHASER at his 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.

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- E7. In the event the performance occurs outside of the United States, PURCHASER agrees to procure, at his sole expense, the necessary visas, work permits and other documents necessary, or usually obtained, to enable ARTIST to render its services hereunder. PURCHASER shall also be responsible for, and indemnify and hold ARTIST harmless from and against all local, municipal or any government taxes, fees or levies on all income earned by ARTIST while in the country or countries covered by this agreement.
- E8. If State, Local or Amusement tax is to be withheld for this engagement, PURCHASER must furnish ARTIST with an official state or city tax deduction receipt, which cites the amount to be withheld.
- E9. ARTIST's obligation to perform shall be excused if ARTIST, or any group member, is unable to perform as a result: illness; injury; detention resulting from inability to obtain reasonable modes of transportation; strikes or other forms of labor disputes; any act by a public authority or court; any act of God or 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.

ARTIST shall have the right to determine, in good faith, whether inclement weather conditions shall render the performance(s) impossible, hazardous or unsafe. Only in the event of the governing municipal authority canceling similar events will inclement weather be considered a force majeure event and will PURCHASER be relieved from, and no longer be liable for, payment of the full contract price.

- E10. Any material breach of this agreement by PURCHASER may cause the ARTIST 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 prejudice to further legal action by ARTIST.

**WEB RIDER VERSION
NOT FOR CONTRACTUAL USE**

A. AUDIO REQUIREMENTS

T1. PURCHASER shall provide at his sole expense a high quality, state-of-the-art sound system. The house P.A system shall be a stereo hi-fidelity speaker system capable of 100db of clear non-distorted sound at the house mixing position, which should be no further than 75 - 100 feet from the stage.

Preferred systems: Meyer and D&B.

Any substitutions must be first agreed upon by ARTIST PRODUCTION MANAGER ("PM").

T2. In addition to House Sound System Speaker Array, PURCHASER shall provide dedicated speakers with separate matrix and stereo EQ control that cover first several rows of audience seating, i.e., FRONT FILLS.

T3. All speaker systems should be agreed upon via verbal communications with ARTIST PM at least one week prior to show date.

It is the responsibility of the sound contractor to bring any substitutions to the attention of the ARTIST PM.

T4. PURCHASER agrees to provide the following at his sole expense:

- a. Qualified technicians during all performances and sound checks to solve any problems that may occur with the public address system, monitor system and band gear.
- b. The name and phone number of sound company that will supply the sound system for the engagement a minimum of one month prior to the engagement.

B. HOUSE SYSTEM EQUIPMENT REQUIREMENTS

T5. **HOUSE CONSOLE**

Preferred: Yamaha PM-5D, Digidesign Venue Profile, Digico SD8.

If digital consoles are used, please disregard Section T6.

T6. **HOUSE EFFECTS AND PROCESSING**

- a. One (1) speaker drive system with 1/3 octave equalizers for each speaker zone (including, but not limited to, center fills and subs), active crossovers with time correction and limiting. Subs are to be provided on an aux send.
 - b. Two (2) programmable digital reverbs of professional quality and stereo capability.
Preferred: Lexicon 480 XL, 300, PCM-90/80; TC Elec. M-One, M4000; Yamaha SPX 2000.
 - c. Four (4) insertable compressor / limiters of professional quality: Drawmer, BSS, DBX 160.
 - d. Two (2) professional comp / limiter and 1/3 octave equalizers must be provided to be used on the main stereo outputs of the PA system.
 - e. One (1) CD-R. Recording of board mix for archival purposes.
 - f. One (1) CD player.
 - g. One (1) cable for iPod interface.
 - h. Headset communications from front of house to monitor mix and stage, and **CUE HEADSET**
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T7. **MONITOR SPEAKER SYSTEM**

- a. Eight (8) matching, 12" X 2" configuration, bi-amped wedges.
Preferred: D&B Max 12 or 15, Meyer MJF 212, Meyer UM1P.

T8. **MONITOR CONSOLE**

Monitors may be run from FOH Console. However, all signals must be split. Please consult ARTIST PM.

Preferred: Yamaha PM-5D, Digidesign Venue Profile, Digico SD8.
If digital consoles are used, please disregard Section T9.

T9. **MONITOR EFFECTS AND PROCESSING**

- a. Twelve (12) powered wedge mixes require inserted 1/3 octave graphic equalizers of professional quality such as: BSS, KLARK, or T.C. ELECTRONICS.
- b. Two (2) stereo digital reverbs of professional quality
Preferred: YAMAHA SPX 990/2000/900/REV-5, LEXICON PCM-80/70.

C. LIGHTING REQUIREMENTS

T10. PURCHASER is to provide lighting engineer. ARTIST will need a well-lit stage with the possibility to highlight each of the four (4) musicians at their respective positions. There cannot be any fog or haze on stage. Moving light fixtures are possible but please limit the movement of such lights until they are in the off position. PURCHASER is responsible for providing an appropriate lighting system.

T11. Lighting system power needs to be separate from audio and stage power.

D. BACKLINE REQUIREMENTS

T12. **PIANO** (Laurence Hobgood)

Steinway Concert '9 Grand piano, Fazioli or Yamaha C-7 tuned to A440 on the day of performance after piano is in position on stage where piano will be used. If the piano is out of tune, it must be re-tuned at the PURCHASER's expense, so please have access to a piano tuner just prior to rehearsal and performance if necessary.

T13. **DRUMS** (Ulysses Owens)

Ulysses endorses Yamaha Drums, and Evans Drumheads.

DRUMS

Yamaha Maple Custom Absolute.
One (1) 18"x14" Bass Drum No Hole in Bass Drum
One (1) 14"X 5 1/2"
One (1) 10"X 7 1/2" Mounted Rack Tom
One (1) 12"X 8" Mounted Rack Tom
One (1) 14"X14" Floor Tom On Legs, not mounted on a stand

HARDWARE

Four (4) straight cymbal stands (single brace)
One (1) Snare drum stand
One (1) Yamaha hi-hat stand

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One (1) Yamaha foot pedal with felt beater
One (1) drum rug

DRUMHEADS

TOP HEADS: All drum heads should be Evans g1 coated or Remo Coated Ambassadors on
BOTTOM HEADS: Evans G1 Clear or Remo Equivalent

If you have trouble finding this equipment please contact:

Yamaha: Nicole Proctor nproctor@yamaha.com

Evans: Steve Lobmeier steve.lobmeier@Daddario.com

T14. **ACOUSTIC BASS (Harish Raghavan)**

Two (2) QSC Hpr 122i or Mackie SRM 450 Powered Speaker
One (1) Ultimate Support Tripod Speaker Stand
Two (2) 1/4 Male to XLR Male Audio Adaptors
One (1) AC Quad Box

T15. **GUITAR (John McLean)**

Two (2) Fender Twin or Roland JC 120 Guitar amplifiers
One (1) Guitar Stand
One (1) Step transformer converting local voltage to 110v
One (1) AC Quad Box

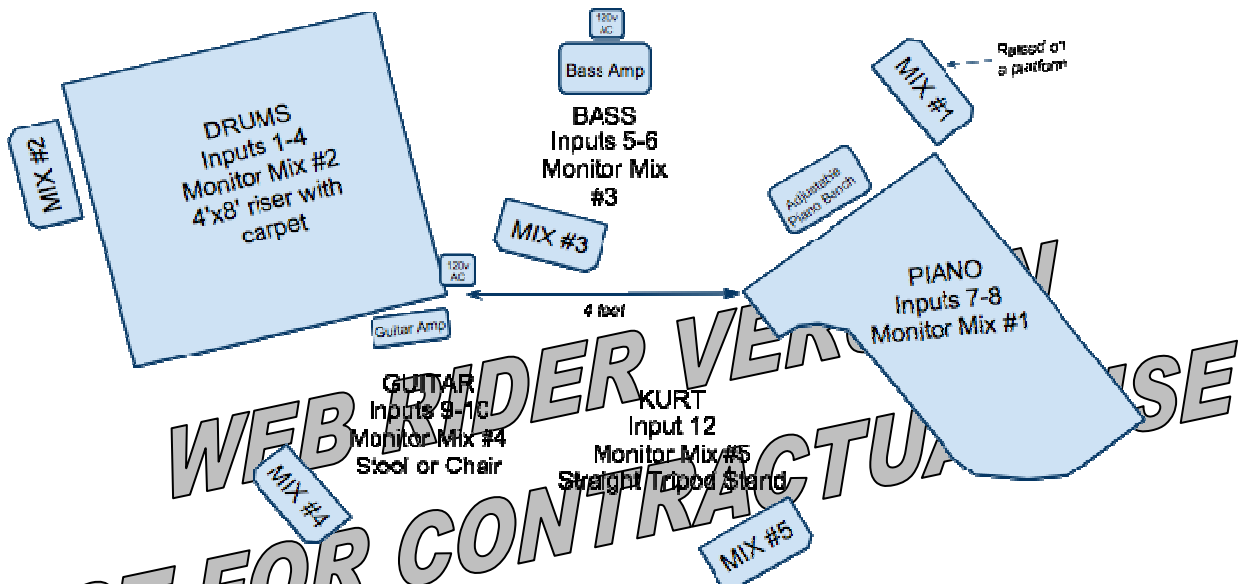
T16. **IMPORTANT ADDITIONAL NEEDS:**

Three (3) Tall stools, no backrests
One (1) Short padded stool or padded chair
Six (6) Manhasset Music Stands with lights

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

KURT ELLING QUINTET - STAGE PLOT

Current: May 20, 2010



- Each musician needs a 3" amplified monitor wedge and individual monitor mix with 1/3 octave EQ insert.
- Each musician needs a standard Manhasset music stand with light and all necessary cabling
- Please provide 4 AC Quad boxes upstage center and DS left corner of the drum riser for the bass and guitar amplifiers
- One additional input (#11), monitor, mix and music stand should be available for guest artists

This Agreement shall be effective only when signed by PURCHASER and returned to ARTIST. All attachments and addendums are considered a part of this contract and are binding. Again, thank you so much for your assistance in assuring a successful engagement.

AGREED AND ACCEPTED:

PURCHASER

ARTIST

DATE

DATE

FOR INFORMATION PLEASE CONTACT THE FOLLOWING:

Tour/Production Manager

Bryan Farina
Ph: (773) 640-7171
Email: soundbry77@mac.com

Management

Darryl Pitt / Depth of Field
Ph: (212) 302-9200
Email: darryl@dof3.com

Booking Agency

Jeanna Disney / International Music Network
Ph: (978) 283-2883
Fax: (978) 283-2330
Email: jeanna@imnworld.com

Record Label

Chris Dunn / Concord Music Group
Ph: (310) 385-4109
Email: Chris.Dunn@concordmusicgroup.com

Interview Requests

Julie Porter / Concord Music Group
Ph: (310) 385-4234
Email: julie.porter@concordmusicgroup.com

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INFORMATION REQUEST

Please provide the following and enclose with executed agreements. Thank you.

DATE OF PERFORMANCE _____ CITY _____

- Venue _____
- Address _____
- Production Phone # and Fax # _____

Stage Dimensions: Depth _____ Width _____ Height _____ Stage to Ceiling _____

Name/Phone/Email: PRODUCTION MGR _____

Name/Phone/Email: TECHNICAL DIR _____

Name/Phone/Email: SOUND ENGINEER _____

Name/Phone/Email: ELECTRICIAN _____

Name/Phone/Email: ARTIST SERVICES _____

**WEB RIDER VERSION
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Please provide detailed information regarding loading dock / backstage door entrance for ARTIST's load-in and arrival:

	<u>Sound Check Time</u>	<u>Performance Time</u>
Other band performing before ARTIST: _____	_____	_____
<u>KURT ELLING</u>	_____	_____

Suggested Hotels – Address and Phone (I) _____

(II) _____

If available, please e-mail or fax “Technical Information” or “Artist Guide.” A map of the area is also most helpful. Thank you in advance for helping to make the show a great success!

Bryan Farina
(773) 640-7171
soundbry77@mac.com