

McCoy Tyner Quartet

CONTRACT RIDER

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.

A. ADVERTISING AND PROMOTION

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

MCCOY TYNER TRIO WITH SPECIAL GUEST (100%)

- A2. Artist is to receive 100% star billing on ALL publicity releases and paid advertisements, including without limitation: 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. Please visit www.imnworld.com or www.mccoityner.com for official downloads. 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. 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 thirty (30) 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.
- A9. 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. No other complimentary tickets are to be distributed without express written permission of artist.

B. MISCELLANEOUS

- B1. 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.
- B2. 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 artist's written approval.
 - 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.

C. HOSPITALITY, ACCOMMODATIONS, AND TRAVEL: SEE ATTACHMENT A

D. TECHNICAL REQUIREMENTS: SEE ATTACHMENT 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. 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 thereunder.
- 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. _____ 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 Producer, its employees, agents, servants and contractors 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 Producer 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.

- 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. Further, purchaser warrants and represents that he/she has the legal capacity to enter into this contract.
- E5. 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.
- E6. 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.
- E7. 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.
- E8. 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.
- E9. 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 a open air venue, inclement weather shall not be considered an act of God.
- E10. 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. All attachments and addendums are considered a part of this contract rider and are binding.

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

Publicity downloads can be found at:

www.mccoityner.com

MCCOY TYNER TRIO WITH SPECIAL GUEST

Travel, Hotel, and Hospitality Requirements

Current as of 07.2017

GROUND TRANSPORTATION

PURCHASER agrees to provide ARTIST'S REPRESENTATIVE with detailed directions to the place of performance. PURCHASER shall, at his sole cost and expense, provide GROUND TRANSPORTATION for ARTIST and entourage of FIVE (5) people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure. Transportation to be provided from airport arrival to airport departure and all transportation associated with the show by two (2) full-size sedans with professional, bonded drivers and a luggage van for the group's personal luggage and a double bass in a flight case. We will not accept van transportation for the band personnel. When traveling to and from airports / hotels, the vehicles must caravan (drive together and arrive together).

HOTEL ACCOMMODATIONS

If PURCHASER is providing HOTEL ACCOMMODATIONS, Four **** or better (**PREFERRED: HYATT, HILTON, MARRIOTT**), a minimum of FOUR (4) single rooms (including 24 hour room service) w/king size beds and one (1) suite (bonafide suite: king size bed, sitting room and separate bedroom) with one (1) adjoining King room are required. The rooms shall be available until the day after the performance with the ARTIST to comply with checkout 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, 4star hotels if PURCHASER is not providing hotel accommodations.

Hotel recommendation #1 Name:

Address:

Phone/Fax:

Rate per room

Hotel recommendation # 2

Name:

Address:

Phone/Fax:

Rate per room

HOSPITALITY AND DRESSING ROOMS

DRESSING ROOMS

PURCHASER shall provide at least, two (2) comfortable and private DRESSING ROOMS, adequate for use by five (5) people. These rooms shall be clean, dry, well-lit, heated or airconditioned, and shall contain the following:

- Steamer and/or Electronic iron and
- Ten (10) clean towels
- Three (3) sofas or at least eight (8) chairs

- Three (3) full-length mirrors
- Tables & Chairs

TOILET FACILITIES:

PURCHASER shall provide a private toilet (not available to the public) BACKSTAGE; including a wash area with hot and cold running water, clean towels, toilet paper and soap.

PURCHASER shall guarantee adequate SECURITY at all times to insure the safety of the ARTIST'S personal instruments, personal property, and tour vehicles (if applicable) from the beginning of load-in to completion of load-out.

HOSPITALITY:

In dressing room, PURCHASER shall provide refreshments in quantities sufficient for FOUR (4) persons:

AT LOAD-IN:

- Fresh brewed hot coffee and dark and herbal teas with honey, sugar,
- Sugar substitute (Equal), lemon and real milk or light cream.
- Refrigerator
- Plenty of ice
- One (1) case of iced soft drinks (mix of diet and regular)
- Six (6) cans of Ginger Ale
- Freshly brewed iced tea
- One (1) case of iced premium quality beer
- 10 (10) liters mineral water (carbonated)
- Twenty (20) liters of mineral water (non-carbonated)
- Assorted fruit juices (to include Cranberry juice.)
- Three (3) bottles of dry red wine
- Soup (Vegetable, Chicken or Tomato) No dairy product soups.
- Raw Vegetable sticks (carrots, celery & other vegetables. etc.)
- Fresh fruit (apples, oranges, grapes strawberries, bananas etc)
- A selection of mixed nuts
- Whole grain crackers and breads
- Appropriate cutlery, glass, napkins and dinnerware.
- One dozen (12) hand towels

AT COMPLETION OF ARTIST'S SOUND CHECK:

HOT meal for FIVE (5):

4 Course meal:

1. Salad (with Italian or vinaigrette dressing on the side)
2. Main course: Chicken or fish with rice (No sauces that include dairy prod)
3. Pastas are always appreciated.
4. Vegetables (grilled vegetables, mixed vegetables, spinach etc.)
5. Dessert: to include vanilla and chocolate ice cream and fresh fruit

MCCOY TYNER QUARTET

TECHNICAL RIDER

1. PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. ARTIST shall complete said setup three hours prior to time of performance. Artist requires a minimum one-hour sound check after completion of load-in and setup. The place of performance must be made available to the artist three hours before theater is opened to the public. Festival producers are required to comply with this policy unless otherwise agreed in writing with the artist's representative.
2. PURCHASER shall provide a minimum of two (2) stagehands to help ARTIST's crew for load-in, stage set-up and load-out. A qualified electrician must be available at load-in until such time as ARTIST's stage manager releases him. In cases where ARTIST is staying overnight in the town of performance, PURCHASER will store ARTIST'S equipment overnight in a secured area and make it available to ARTIST the following day upon departure. If ARTIST is arriving and departing by air, PURCHASER will arrange for the equipment to be loaded and transported to and from the airport and the venue in a cargo van. When possible, this van will accompany the other vehicles transporting the ARTIST to airport.
3. STAGE: The stage should be a minimum of 40' wide x 30' deep. The stage must be accessible in a manner other than through the audience.
4. PURCHASER shall provide: A. PIANO TUNER: (1) qualified piano tuner to tune the piano to 440 BEFORE sound check- load in time. Piano tuning must be touched up at the conclusion soundcheck. Tuner to remain at the stage until ten (10) minutes into the show to assure properly working / tuned piano. If McCoy Tyner's show has an intermission, tuner must remain to touch up piano during the intermissionPlus after any other act uses the piano. (Opening act)
5. BACKLINE: PURCHASER shall provide the following equipment:

McCoy Tyner Piano : Steinway Grand D

The piano must be the best Steinway Grand D (with adjustable, padded Artist bench) available. The management must be notified, and approve, any substitution. Yamaha CFIII-S is the second choice. Bosendorfer, Baldwin and Fazioli pianos are not acceptable.

Tuning shall be **A = 440 (Europe = 442)** and be to the following schedule: after delivery but before soundcheck, and after soundcheck, before show.

Tuner is to remain at the stage until ten (10) minutes into the show to assure properly working / tuned piano. If McCoy Tyner's show has an intermission, tuner must remain to touch up piano during the intermission..

Francisco Mela Drums : *Francisco Mela is a Gretsch artist

Jazz kit

18' bass drum

14' or 16' floor tom

12' or 13' tom

14' snare

3 cymbals stands

If you can't provide Gretsch, Yamaha is acceptable upon approval

Important: the drums need to have WHITE heads, no clear heads.

OR Joe Farnsworth drums:

Yamaha or Canopis Kit

18 in bass drum

14 in snare

12 in tom tom

14 in floor tom

Two cymbal stands

Gerald Cannon Bass : Aguilar is the preferred brand, (SWR is not acceptable)

(1) Aguilar AG 500SC Bass amp (Aguilar DB 750 is OK as a second choice)

(1) Aguilar GS 112 speaker cabinet (Aguilar GS 212 or GS 410 are acceptable) (1)

Upright acoustic jazz bass, carved top (no plywood basses) w/adjustable bridge and a bridge mounted pick-up. Also, please provide a German bow.

(Basses used by jazz musicians differ from orchestral and big-band instruments, so finding a jazz player who will rent his bass often provides the best instrument. Student rental instruments will not be approved.)

All equipment must be delivered by a knowledgeable representative who shall remain on site until all equipment is found to be in working order. Substitutions or changes should be approved by:

Jack Leitenberg

Office: 845-638-6984

Cell: 914-6715522

jackleitenberg@gmail.com

FRONT OF HOUSE SOUND SYSTEM

6. AMPLIFICATION & SPEAKER SYSTEM

a. High quality professional sound reinforcement system capable of providing clear undistorted sound of at least 120db, 20-16,000Khz with less than 1% total distortion.

b. Minimum 3-way tri-amped speaker system. PREFER LINE ARRAY SYSTEMS!!

c. A high quality sub-woofer system.

d. Crossovers available at FOH Mix position.

- e. System should be configured in stereo with (2) Professional 1/3 Octave EQ's for the mains and an additional 1/3 Octave EQ for any clusters or balcony fills. (BSS, Klark etc.)

7. MIXING CONSOLE (Console location must be located at mid house and not in a booth or under balcony)

- a. 32 Input, 8 Sub-master professional console with channel and sub-master inserts. 4 band FULLY parametric EQ (with Q) for each channel, 48 volt phantom power and a minimum of 6 aux sends. Preferences: Midas XL3, XL4, Allen & Heath, Crest, etc.

8. PROCESSING

- a. (2) Two professional stereo digital reverbs. (Lexicon PCM90, PCM 70, T.C. Electronics M-1, Yamaha Rev-5 SPX 1000, 900 or equivalent)
- b. At least six (6) channel compressor gates at FOH available on insert channels on the drums. (DBX, Behringer, etc.)
- c. (1) Compact disc player

9. Communications

- a. Headset or handheld communication system with stations at FOH & Monitor desks.

MONITOR SYSTEM

10. MIXING CONSOLE.

- a. (1) One 24 channel mix console with 4 band fully parametric (with Q), capable of four discreet monitor mixes. (Preferences: Midas, Allen & Heath, Crest)
- b. (4) Four 1/3 Octave EQ's. One for each monitor mix. (Klark Technics, etc.)
- c. (4) High quality bi-amped monitor wedges with 1-2x 12"speakers. Prefer Meyer, D&B, Martin, ALL MONITORS MUST BE OF THE SAME MODEL.

MICROPHONES

14. MICROPHONES to include:

- Two (stereo pair if possible AKG 414 for Piano) or similar professional quality mics.
- Three (3) Beta 98S (w/gooseneck) mics for the toms.
- One (1) Sennheier 421 w/ boom stand for horn (saxophone or trumpet, etc)
- One (1) SM57 for the snare
- One (1) AKG 535 for piano hole (SM57 alternative)
- One (1) AKG D112 mic or equivalent for kick • One (1) AKG CK 1, C451 mic for Overheads.
- One (1) SM58 for Talk mic
- One (1) Re20 or AKG D112 for micing Bass (not cabinet)

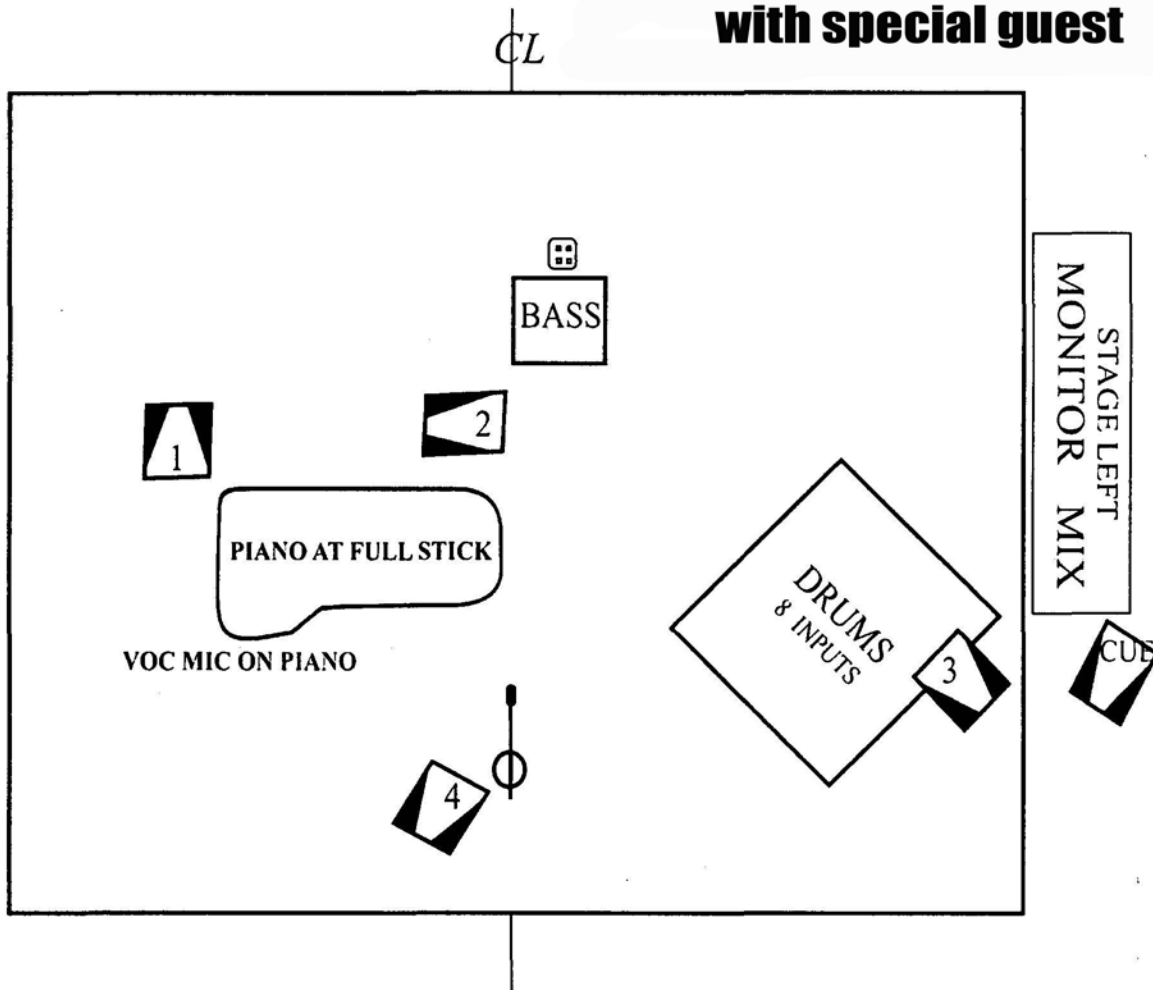
LIGHTING

- 15. ARTIST prefers a two (2)-truss system with a minimum of ninety (90) Par 64 instruments. We realize there will be significant system variations from venue to venue, so we will discuss the options when the tour is advanced. We will require, no matter what the lamp size and array is: a professional lighting console with programmable memory.

- 16. Lighting system must also include a communication system SEPARATE FROM

McCOY TYNER

with special guest



NOTE: FOUR (4) Bi-amped floor wedges, plus cue,
total of FIVE (5) floor monitors required.

One (1) Carpet for Drums @ 8' x 8' no riser

Monitor mixing console must be STAGE LEFT

☐ = AC outlet

McCOY TYNER

Quartet

ROOM LIST

	<u>DATE IN ROOM #</u>		<u>BAG #</u>
McCoy Tyner	_____	Suite	1
Zero Nylin Tour Mgr.	_____	Deluxe single N/Smoke	2
Special Guest	_____	Deluxe single N/Smoke	5
Francisco Mela	_____	Deluxe single N/Smoke	6
Gerald Cannon	_____	Deluxe single <u>Smoking</u>	4

Please have INDIVIDUAL room

keys and copies of THIS room list prepared in advance to insure a quick check -in.

INFORMATION LIST MCCOY TYNER

The following information list is to be completed ASAP and sent with the contracts

