



CONTRACT RIDER

ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for **David Murray** (who's company, contractors, agents, employees, licensees and designees are hereafter referred to as "PRODUCER") furnishing the services of **David Murray** (hereinafter referred to as "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 PRODUCER. 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 PRODUCER may waive for damages or otherwise.

A. ADVERTISING AND PROMOTION

A1. ARTIST is to receive 100% star billing on all publicity releases and paid advertisement including - without limitations - programs, electronic media, flyers, signage, newspaper advertisements, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by PRODUCER. Billing on all advertising and publicity materials must appear as follows:

**David Murray, Geri Allen, Terri Lyne Carrington
(100%)**

A2. **PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by PRODUCER. PURCHASER shall supply all publicity and marketing materials to PRODUCER for review and approval prior to PURCHASER's print deadlines and/or online launches.**

A3. In the condition that PURCHASER is distributing program notes at the performance described herein, only those provided directly by PRODUCER shall be used. The exact copy of these notes may be translated from English to the local language, but only with written authorization by PRODUCER before the final version is printed. All program notes must be approved by PRODUCER prior to publication of the materials – without exception.

A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotional event or appearance without prior written consent from PRODUCER.

B. PRODUCTION, INSURANCE AND PAYMENTS

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 or at a mutually agreeable time. ARTIST requires a minimum one (1) hour sound check after completion of load in and set up. When a tour manager and/or sound engineer travels with ARTIST, set up must be arranged one hour before sound check with ARTIST. Festival producers are required to comply with this policy unless otherwise agreed in writing with PRODUCER.

B2. PURCHASER agrees that there shall be no signs, placards or other advertising materials on or near the stage during the entire performance. ARTIST'S appearance shall not be sponsored by, or in any other way tie-in with, any political candidate, commercial product or business.

B3. There shall be no opening act without PRODUCER's prior written approval.

B4. Audio or visual recordings of rehearsal, sound check or performance shall only be permitted with PRODUCER's prior written consent.

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 PRODUCER's written approval. PURCHASER will deny entrance to any person(s) carrying tape or video recording equipment. PURCHASER shall announce such policy prior to performance while making the introductions, as well as to announce that no smoking or cameras are permitted during performance, and such announcement shall stipulate that this policy is that of the venue. PRODUCER 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 PRODUCER's prior written approval. No product, service, or publication utilizing the name or likeness of ARTIST may be produced, sold, or distributed without the prior written consent of PRODUCER.

- B5. In the condition that ARTIST brings merchandise for sale PURCHASER shall provide qualified sales personnel with a cash bank and receive no greater than 20% commission on the net selling proceeds.
- B6. 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 there under.
- B7. PURCHASER will make available **thirty (30)** complimentary tickets per show to ARTIST for their sole use. At least ten (10) of these seats must be in the highest category, with seats in a central position. ARTIST will contact the box office no later than one hour prior to the concert in the cm of unused tickets. If this is a compensation bonus or percentage based income then PURCHASER agrees to distribute no more than **thirty (30)** additional complimentary tickets to each show.
- B8. PURCHASER shall indemnify and hold ARTIST, 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.
- B9. (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 / Country 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, its contractors, agents, employees, licensees and designees as additional insured parties for the full period of the engagement, including any rehearsal period and post production periods.
- (c) All premiums for such insurance shall be paid on a timely basis by PURCHASER, who also hereby indemnifies and agrees to defend and hold harmless ARTIST and its contractors, agents, employees, licensees and designees 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 ARTIST and its contractors, agents, employees, licensees and designees from and against any and all loss, damage and/or destruction occurring to its and/or its contractors, agents, employees, licensees and designees instruments and equipment at the place of the engagement, including but not limited to, damages, 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 PRODUCER, lighting suppliers and sound suppliers. The said certificates must be presented to the PRODUCER upon request.
- B10. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and PRODUCER 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.

- B11. 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 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.
- B12. 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 PRODUCER.
- B13. 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 and bear any costs incurred, including but not limited to application fees, consular fees, duplication, couriers and expediting agents.
- B14. If State, Local or Federal Tax is to be withheld for this engagement, PURCHASER shall furnish PRODUCER 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 PRODUCER with an official documentation requiring tax deduction receipt claiming the amount to be withheld on the night of the performance. Any tax paid must be documented by official receipt and forwarded to PRODUCER no later than 30 days from receipt.
- B15. ARTIST'S obligation to perform shall be excused if ARTIST, or any of his group or essential crew, is unable to perform as a result of 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. Notwithstanding anything contained herein, inclement weather shall not be deemed a Force Majeure occurrence, except by act of civil authority, and PURCHASER shall remain liable for payment of the full contracted guarantee, even if the performance(s) called for herein are prevented by such weather conditions. PRODUCER shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.
- B16. PURCHASER agrees that PRODUCER 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.

C. TRAVEL AND HOSPITALITY REQUIREMENTS

- C1. PURCHASER shall provide travel, hotel, dressing room, catering and all other required hospitality at PURCHASER's sole expense and at no cost to the ARTIST. Travel and hospitality requirements contained in attachment(s) hereto become a part thereof.

D. TECHNICAL AND SOUND REQUIREMENTS

- D1. PURCHASER shall provide backline, sound, lights, and all other required equipment at PURCHASER's sole expense and at no cost to the ARTIST. Technical and sound requirements contained in attachment(s) hereto become a part thereof.

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

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

BACKLINE

All the backline described below need to be fully provided by the ORGANIZER.
If problem to get the exact specs, please send to Arno (arno.bassery@gmail.com) 2 weeks before the day of concert the proposed alternative for confirmation.

Terri L CARRINGTON – Drums

All drums should have REMO coated ambassador heads on top and clear ambassador heads on bottom, except bass drum should have a **REMO COATED POWERSTROKE HEAD (clear POWERSTROKE 2ND choice)**

Should be Yamaha – Live Oak Custom (1st choice), Maple Custom Absolute Nouveau kit or Maple Custom kit

- 1 x 20" Bass drum
- 3 x Cymbal stands
- Zildjian Cymbals 22" 20" (18 or 16" crash)
- 1 x Rack tom 10" & 12"
- 1 x Floor Tom 14" & 16"
- 1 x Wood snare drum 14" x 5"
- 1 x Metal snare drum 14" x 5"
- 1 x hi hats 14"
- 1 x Extra Large Cloth Seat Drum Throne
- 1 x Hi hat stand
- 1 x Bass Drum Pedal

Cymbals :

- 1x 22 K high definition ride
- 1 x Constantinople 22" Medium Thin Ride Low
- 1 x Constantinople 20" Medium Thin Ride Low
- 1 x K Zildjian 18" Dark Crash Medium Thin x1
- 1 x K Zildjian 16" Dark Crash Medium Thin x1
- 1 x A Zildjian 14" K Dark HiHats (Top&Bottom) OR Constantinople 14" Hihats (Top&Bottom)

Geri A. ALLEN – Piano

- 1 x Grand concert piano (Fazioli 9 or 10 OR Steinway Concert) tuned the day of the show
- 1 x Piano bench
- 1 x Rug under Geri's Feet.

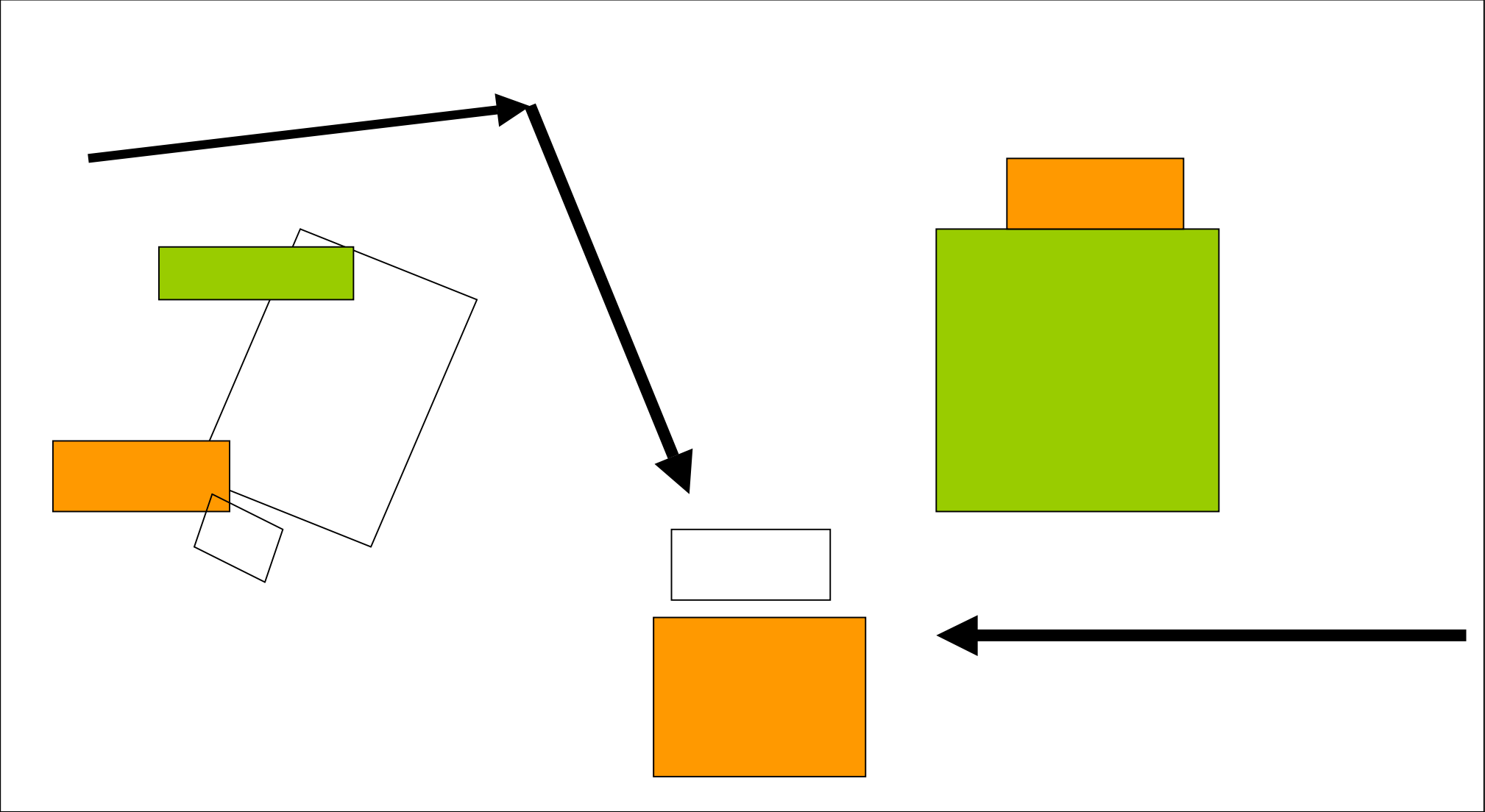
David MURRAY – Saxophones

- 1 x RE/20 microphones (IMPORTANT)
- 1 x MD 421 (bass clarinette bottom)
- 1 x SM58 (announcement mic + bass clarinette top)

Stage equipments

- 3 x music stands with lights (one each for each musician & Solos (except Piano))
- 3 x plastics for open air venue
- 3 x bottles of water and clean towels (NOT TO COLD!!)

STAGE PLAN



HOSPITALITY RIDER

LOCAL TRANSPORTATION AIRPORT > HOTEL

The ORGANIZER agrees to provide all ground transportation as detailed in the contract (page 1). One big car + driver will be available for the band for all their stay.

Artists may arrive at the airport from different cities at different times. If this is the case, the ORGANIZER should arrange different pick-up at the airport. The same applies for Artists' departure from the airport.

ACCOMMODATION

All agreed hotel accommodations provided by The ORGANIZER will be in a minimum 4-star hotel (e.g. Hyatt Regency, Marriott hotel, Embassy Suites), including breakfast.

Room distribution will be as follows :

- Four (4) non-smoking double room for individual used

All rooms should be equipped with king-sized beds, for each night of the stay. The rooms should be quiet. The ORGANIZER will not book an hotel that is close to a freeway or any noisy environment.

In case Artists arrive before the usual check-in time or have to leave the hotel after usual check-out time (for example : early arrival or late departure at the airport), the ORGANIZER will arrange with the hotel an early check-in and/or late check-out.

Breakfast & FREE WIFI internet access need to be included.

VENUE

Please provide 3 dressing rooms will be used by our crew & occupied as follow :

- David Murray + manager/tour manager
- Geri A Allen
- Terri L Carrington

All the dressing room need to be equipped with free WIFI service, seating facilities, sofa, table, chairs, fridge, toilets, soap, towels. And need to be heated.

The ORGANIZER will guarantee the security of the band's instruments and personal property before, during and after the performance(s), to prevent loss or damage. Private dressing rooms should be a non-smoking area.

CATERING REQUIREMENTS

Please note that all the catering (refreshments, snacks etc...) should be available at venue from artist's arrival at the venue until departure, during the soundcheck as well as during the performance.

DAVID MURRAY'S DRESSING ROOM (2 PERSONS)

- Grilled Chicken Breast or Fish
- Seasonal fresh fruit platter (bananas, apples, oranges, kiwi, grapefruit..)
- Fresh Vegetable platter (baby carrots, broccoli, cauliflower, celery, dressing)
- 3x bottles of good quality red wine
- 2x bottles of spring water

TERRI L CARRINGTON'S DRESSING ROOM (1 PERSON)

- Grilled fish (or plain tuna fish with no mayonnaise or dressing if grilled is not available)
- Seasonal fresh fruit (bananas, apples, oranges, kiwi, grapefruit..) whole, not cut
- Fresh Vegetable platter (baby carrots, broccoli, cauliflower, celery, dressing)
- 1 x bottle of premium Chardonnay
- 4 x bottles of spring water
- Fresh coffee and tea assortment

GERI A ALLEN'S DRESSING ROOM (1 PERSON)

- Grilled Chicken Breast or fish
- Seasonal fresh fruit platter (bananas, apples, oranges, kiwi, grapefruit..)
- Fresh Vegetable platter (baby carrots, broccoli, cauliflower, celery, brussels sprouts, spinach, squash, dressing)
- Crème Brulee
- 2 x bottles of spring water
- 1 x bottle of Limonade

DINNERS AFTER THE PERFORMANCE

4 hot meals (WITH NO PORC !!!) composed as follow :

- Starter
- Main dishes
- Cheese
- Dessert

Each dinner will include limited and reasonable quantity of wine / beers / soft drinks / mineral water / coffee

NO FAST FOOD ACCEPTED, NO RE HEATED FOOD ACCEPTED