

**PRISM**  
**CONTRACT RIDER**  
 Current: February 2012

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RIDER TO BE ATTACHED TO AND MADE PART OF CONTRACT DATED \_\_\_\_\_ BETWEEN **Dave Holland** (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 Inc.**

16 Clint Finger Road  
 Saugerties, NY 12477  
 Fax: (845) 247-8970

**Contact:**

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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:

**Dave Holland, Kevin Eubanks, Craig Taborn and Eric Harland: PRISM (100% Headline Billing)**

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:

Musician

Dave Holland  
 Kevin Eubanks  
 Craig Taborn  
 Eric Harland

Instrumentation

Bass  
 Guitar  
 Fender Rhodes and Piano  
 Drums

**3. Transportation/Hotel**

In addition to the agreed transportation/hotel accommodations in the contract, **PURCHASER** shall provide all local transportation needs (at no expense to **ARTIST**). **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 two vehicles; one passenger van large enough for 6 passengers and one van for the equipment and baggage. Transportation between venue over fifty (50) miles may be provided by motor coach, town cars, or limousine subject to prior approval.

All hotel accommodations will be in a **minimum four star** hotel with high speed internet and room service, near the place of the performance, and will consist of two (2) junior suites for Mr. Holland and Mr. Eubanks plus four (4) 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. 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**

Purchaser will provide all equipment per the attached Schedule A and plot. On the first day of the performance, the venue will be made available to Artist for technical setup and rehearsal **at least** four 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. 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 six (6) 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 nine persons. Dressing room(s) shall have easy access to clean bathrooms, be locked or suitably secured and shall contain the following:

- 8 clean towels
- Coffee with cream, sugar and non-sugar sweetener
- 2 gallons non-carbonated spring/distilled water
- 2 bottles of red wine
- 12 bottles of beer
- 2 liters Coca-Cola
- 2 quarts real/100% fruit juice
- 2 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 six (6) on each night of the engagement (NO FAST FOOD PLEASE). The meal shall include an entrée and a variety of healthy side dishes. Entrée must include a non-red meat option and a vegetarian option.

Mealtime shall be coordinated with Artist Representative and the meal shall either be catered backstage or at good restaurant near the venue with an a la carte menu. Any other arrangements 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**

Purchaser will provide Artist with twenty (20) complimentary tickets unless prior arrangements have been made.

#### **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 unauthorized recording 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**

Purchaser will provide the equipment and technical requirements as set forth on the attached Schedule "A" and Stage Plot.

**12. THE ATTACHED SCHEDULE "A" AND STAGE PLOT IS MADE FULLY A PART OF THIS AGREEMENT.**

**AGREED AND ACCEPTED BY:**

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
ARTIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**DAVE HOLLAND:**

One Gallien-Krueger MB150E-III /112 bass combo Amp  
One 4"X10" Galleon Krueger 410 speaker cabinet – must be raised 25 cm.

**CRAIG TABORN:**

First choice:  
Steinway D Concert Grand Piano in performance condition.  
OR  
Steinway C

Tuned to A 440 prior soundcheck AND prior Show!

Fender Rhodes Suitcase Model  
Must be in best Condition.  
If Suitcase Model is not available, preferred Amp: Fender Twin Reverb

All necessary cables, Adapters and connectors must be supplied

**ERIC HARLAND:**

One Yamaha Custom Absolute Drum kit with one drum key as follows:  
18in Bass Drum  
12in Rack Tom  
14in Floor Tom  
14in x 5in Snare Drum (bring 2 to choose from Wooden and Metal)  
4 Cymbal Stands (prefer light weighted)  
2 Snare Stands  
Hi Hat Stand  
Highly Adjustable Drum Seat  
2 Foot Pedals (one for the cow bell)  
Foot Pedaled Cow Bell (It sits on the floor with a foot pedal attached to it)  
Mounted Tambourine (with mount)  
Coated Ambassador Drum Heads on the Snare Drum and Rack Tom/ top and bottom  
Clear Ambassador Drum Heads on the Floor Tom / top and bottom , Bass Drum-The bass drum foot pedal side should only have the Clear Ambassador and then the regular black Yamaha Head on front  
One 4' X 6' rug for drum kit.

**KEVIN EUBANKS:**

ALESSANDRO Amp  
Rottweiler 1x12 model (need to specify 120VAC or 230VAC for Europe)  
AMP must be raised 90 cm.

Transformer Needed for US American pluggs 3 x 110 Volt

4 Music Stands with Light

2 Bar Stools

ALL NECESSARY CABLES AND ADAPTERS NEEDED

**SOUND / MUSICAL EQUIPMENT - Requirements****SOUND:****System**

High fidelity P.A. system, professionally set up and tested to be fully working, delay/image/EQ adjusted to auditorium acoustics and patched as per stageplan, for start of rehearsal time. The system should be of sufficient power and coherence to fill evenly all parts of the auditorium across entire spectrum, using additional speaker groups as appropriate.

Subs must not be controlled by separate Auxiliaries.

Please avoid subs placed under/on stage or against side walls of auditorium.

Both Front of House and monitor systems should be free of hum, hiss and any other form of interference (e.g. from induction loops, lighting etc)

**FOH speakers**

Nexo, Meyer, D&B, L.Acoustic

**FOH mixing desk**

Midas Heritage or similar. - Analog Mixing Console preferred  
Digital desks accepted (with prior approval!): YAMAHA M7CL, D5, Digidesign, Soundcraft Vi4/V16 --- In Case a digital Console is provided, a FOH Assistant with full knowledge about the desk and English speaking must be present at FOH during soundcheck and concert!

Channels each with variable HPF and 4 band parametric EQ  
Desk should be centrally located towards rear of auditorium, not in booth or behind window.

**If usual position for desk is in booth it needs to be repositioned in auditorium for this concert!**

**FOH rack**

31 band graphic equalisers on all speaker groups  
2 x Multi FX (SPX 990 / TC M3000 or similar).  
4 x compressor

**Monitors**

Separate Monitor Mix needed. Operator must be English Speaking  
5 x stage monitor mixes with 31 band graphic EQ on each mix.  
2 x wedge monitor with 15" speaker and horn (for bass/drums)  
3 x wedge monitor with 12" or 15" speaker and horn (frontstage).  
D&B, L.Acoustic, Meyer etc

**Microphones**

Please see attached Inputlist.  
Equivalent application/quality brand mics may be substituted.  
Please supply foam windshields for outdoor performances.

**Miscellaneous**

assortment spare cables eg 6.35mm jack instrument/speaker  
Problem solving adapters eg 6.35mm to speakon etc.  
3.5mm stereo jack cable for playback/recording at FOH !!!

Thank You for your cooperation!



<b>Ch.</b>	<b>instr.</b>	<b>Microphone</b>	<b>Micstand</b>
1	Bass Drum	MD421 / Beta52	small
2	Snare	SM 57	small boom
3	HiHat	Condenser	small boom
4	Rack 1	SM 57	small boom
5	Floor 1	SM 57	small boom
6	OH	AKG 414	tall boom
7	OH	AKG 414	tall boom
8	SPARE	-----	-----
9	Piano Lo	AKG 414	Tall Boom/mounted
10	Piano Mid	KM 184	Tall Boom/mounted
11	Piano Hi	KM 184	Tall Boom/mounted
12	Piano Lo	C-Ducer	Contact Microphone
13	Piano Lo	C-Ducer	Contact Microphone
14	Synthesizer	DI	XLR
15	Fender Rhodes	SM 57	small stand
16	Fender Rhodes	SM 57	small stand
17	Bass	OWN DI	XLR
18	Bass	OWN DI	XLR
19	Bass	OWN MIC	XLR
20	Guitar	SM 57	small boom
21	Guitar	SM 57	small boom
22	Announce	SM 58	straight stand
24	Talkback	SM 58 with switch	