# Section One General Provisions

This rider shall be deemed incorporated in and a part of the agreement attached hereto.

#### 1. BILLING:

# The John Scofield Joe Lovano Quartet (100% Headline Billing)

- 2. COMPLIMENTARY TICKETS: 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. 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.
- 3. INSURANCE: PURCHASER hereby warrants and represents that it has and will maintain in force a comprehensive general liability insurance policy which 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.
  - a. 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.
  - b. 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.
  - c. 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
  - d. and/or maintenance of the equipment provided by PRODUCER, lighting suppliers and sound suppliers.
- **4.** 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.

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- **5.** 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.
- **6.** 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.
- 7. 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.
- **8.** 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; death or serious illness of a family member; 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.
- **9.** 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.

### 10 RECORDING

No portion of the ARTIST'S performance may be recorded by Purchaser. The Artist expressly reserves all such rights for himself and his licensee(s) and assignees. No audiotaping directly from the soundboard will be authorized at any time – with the exception of THE ARTIST'S sound tech.

# 11 TRANSPORTATION

All local transportation is to be provided by THE PURCHASER at THE PURCHASER'S expense. Transportation provided must be comfortable and have sufficient space to accommodate five (5) persons plus instruments and personal baggage.

Local Ground transportation is defined as:

- 1. From the airport to the hotel
- 2. From the hotel to the venue in time for sound check
- 3. From the venue to the hotel after sound check
- 4. From the hotel to the venue for the performance
- 5. From the venue to the hotel after the performance
- 6. From the hotel to the airport upon departure

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#### 12 HOTELS

If Hotels provided by THE PURCHASER:	
Hotel must be pre-booked and full informa	tion must be provided to THE
ARTIST at the time of contract signing, to	include:
Name of Hotel:	
Hotel address	

Confirmation Number (s): \_\_\_\_\_\_\_All provided hotels must be at least at the Four- (4) star level.

Accommodations to include Five (5) single NON-SMOKING rooms

13 Hotels provided by THE ARTIST:

Telephone:

a. When ARTIST is responsible for room charges, THE PURCHASER agrees to furnish recommendations for TWO nearby local hotels upon acceptance of the offer. This is to include all the pertinent hotel details to be sent to Longsolo Inc via facsimile (914-232-4148) or e-mail (sco4it@gmail.com).

**14 HOSPITALITY** 

THE PURCHASER agrees to provide one hot meal per person after soundcheck or following the concert – whichever time is more appropriate to standard mealtimes. THE PURCHASER agrees to provide QUALITY food that may include chicken, fish and/or red meat, pasta, salad and vegetables. THE PURCHASER will provide meal at the venue or reserve two tables at a nearby quality restaurant. FAST FOOD and "CHAIN RESTAURANTS" WILL NOT BE ACCEPTABLE!

15 The following will be made available to THE ARTIST at the designated sound check time and thereafter until the performance concludes:

FRESH COFFEE and HERB TEA, FRESH MILK, ORANGE JUICE, FRUIT AND CHEESE PLATTER, FRESHLY CUT VEGETABLES & DIP, COLD CUTS, WHOLE GRAIN BREADS AND CRACKERS, CONDIMENTS, EIGHT (8) 2- LITER BOTTLES OF STILL WATER DIET COKE, COCA COLA,

6 BOTTLES QUALITY BEER.

2 BOTTLES OF GOOD QUALITY RED WINE (French, Italian, or Spanish).

BAND REQUESTS (AND APPRECIATES) THAT ALL FOOD AND BEVERAGE ITEMS SERVED BE NATURAL, FRESH AND AS FREE FROM PROCESSING AS POSSIBLE.

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# SECTION TWO TECHNICAL REQUIREMENTS

#### 1. DRESSING ROOMS

# THE ARTIST'S DRESSING ROOMS SHALL BE DESIGNATED <u>NO SMOKING</u> AREAS FOR ALL VENUE PERSONNEL AND VISITORS.

THE PURCHASER shall provide two (2) CLEAN, properly lighted, climate controlled, secure dressing rooms. These rooms must have adequate furniture, hot and cold running water and a private <u>CLEAN</u> toilet. THE ARTIST will be provided with a lock and key for dressing rooms. CLEAN HAND TOWELS and SOAP MUST BE PROVIDED.

PURCHASER accepts responsibility for reimbursement costs in full of any items damaged or stolen from the dressing rooms while band is on stage

#### 2. SECURITY

THE PURCHASER agrees to provide sufficient security to ensure the safety of THE ARTIST, associated personnel and equipment.

### 2. COMPLIMENTARY TICKETS

THE PURCHASER will receive a guest list prior to the show. PURCHASER agrees to provide THE ARTIST with 6 pairs of complimentary tickets per show (12 total) in a preferred location.

# 3. PERSONNEL

- One (1) English-speaking liaison to be provided during the entire event.
- One (1) experienced sound technician present during set-up, sound check and performance.
- One (1) experienced lighting director.
- Two (2) loaders to be present during load-in and load-out.

# 4. STAGING

THE ARTIST requires a clear stage during the performance. The stage area shall be free from obstructions and musical instruments belonging to other artists. Stage must be fully cleared before the commencement of the performance.

# 5. LIGHTING

THE PURCHASER shall provide one (1) competent lighting director to operate light board for ARTIST'S performance.

Lighting system shall consist of standard two truss Par Can lighting system plus specials for each performer.

THE ARTIST requests that transitions be smooth, no flash and no total blackouts. Preferred colors: blues, deep blues, lavender, magenta, amber, reds and pinks.

ARTIST'S tour manager will discuss details of show with L.D. prior to performance.

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# SECTION THREE BACKLINE SPECIFICATIONS

All enquiries should be directed to the road manager – Patrick Murray

World Cell: +1-617-834-9291 E-mail: patrickmurray61@gmail.com

Please note that any substitutions must be approved by management, so if you have a problem - PLEASE GET IN TOUCH!

## JOHN SCOFIELD'S GUITAR AMP SPECIFICATIONS:

Two (2) - VOX AC-30/6TB Guitar Amplifiers (Green back speakers preferred.)

Please contact road manager or management directly to discuss alternatives.

### BEN STREET'S BASS SPECIFICATIONS:

One (1) - 3/4 or 7/8 size upright bass with bridge adjusters and pick up. Gage Realist or Fishman full circle pickup preferred.

One (1) – Mark Bass amp or Ampeg combo bass amp with 1 x 12" speaker. NO GK please.

One (1)-15" bass cabinet

One (1) - short nap carpet, preferably black or gray 4' x 6' (1M x 2M)

#### **BILL STEWART'S DRUM SPECIFICATIONS:**

Drum set specifications: Preferred brand is Gretsch, but only top of the line Gretsch (NOT Catalina Birch series, for instance)

Other acceptable brands: Sonor, Canopus, Pearl, Yamaha, DW, Tama. It is very important to have the correct sizes and drumheads. All drums should have Remo coated ambassador heads Clear Remo ambassador are acceptable on the bottom of drums. The bass drum should have no muffling (NO Powerstroke ambassador heads either) and no holes in the front head.

One (1) - 18" x14" Bass Drum (NO muffling and NO hole in front head)

One (1) - 12" x 8" Rack Tom with bass drum mount

One (1) - 14" x 14" Floor Tom with legs

One (1) -16" x 16" Floor Tom with legs - does not have to be same brand or color

One (1) -14" x 6 1/2" Brass or Metal Snare, preferably Ludwig hammered brass

One (1) - snare stand

One (1) - hi-hat with Clutch

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# **SECTION THREE** BACKLINE SPECIFICATIONS CONT.

## **BILL STEWART'S DRUM SPECIFICATIONS CONT.:**

- One (1) hi-hat with Clutch
- One (1) adjustable throne
- Two (2) Camco or equivalent Chain Drive Pedals
- Three (3) straight stands with felts, wingnuts, washers and sleeves
- One (1) boom stand with felts, wingnuts, washers and sleeves
- One (1) short nap carpet, preferably black or gray 6' x 6' (2M x 2M)

All hardware should be in perfect working order, with no missing felts or stripped bolts. Bass drum pedals must be noise free with good springs and smooth action throughout entire throw. UAL USE

FOUR (4) - solid type adjustable music stands

One (1) - solid type guitar stands with neck support

One (1) – bar stool or high seat without armrests

Two (2) - clear plexiglass baffles for placement between guitar amp and drum kit and bass rig and drumkit (see stageplot)

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# SECTION FOUR SOUND REQUIREMENTS

### A) HOUSE

- 1. FOH console with sufficient i/o to accommodate 16 channel input patch and 8 output bus; 4 band sweep EQ, variable HPF. Analogue preference Midas, Yamaha, Digital preference D-show Profile, Yamaha CL series, Soundcraft Vi series, Digico
- 2. Speakers of the highest professional quality, in good working order, can be point source or line array to suit venue e.g. D&B, L-Acoustic, EAW, Meyer, etc P.A. Speaker system must usually be STEREO with 1/3 octave EQ and crossovers at the mix position. Speakers to be correctly phase aligned, delayed to drums, and capable of generating a continuous average SPL of 110db "A" weighted at the FOH mix position.—
- 3. Two (1) Digital Effects Preference: Lexicon, TC Electronic, Yamaha, etc
- 4. Four (4) Compressors or onboard digital processing

### **B) MONITORS**

Four (4) mixes (can be run from house desk)

Four (4) 1/3 octave EQ's.

Six (6) wedges – including one spare – Preference: Biamped – 12" speaker and 2" compression driver.

#### C) MIC STANDS

See stage plot for detail. Please be sure to have one large based tall boom for stereo overhead mic located behind drummer.

#### D) MICROPHONES

Artist may carry their own microphones as noted on input list and stageplot (see attached). Please be prepared to supply all microphones subject to advance by Artist's road manager.

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R VERSION
TRACTUAL USE

### **BOOKINGS**

#### Alycia Mack

International Music Network 278 Main Street Gloucester, MA 01930 USA

tel: 978.283.2883 fax: 978.283.2330

e-mail: alycia@imnworld.com

### JOHN SCOFIELD MANAGEMENT

Susan Scofield LONGSOLO Inc. 6 Terrace Heights Katonah, NY 10536

tel: 914-232-3767 fax: 914-232-4148

e-mail: sco4it@gmail.com

# JOE LOVANO MANAGEMENT

**Scott Southard** 

International Music Network 278 Main Street

Gloucester, MA 01930 USA

tel: 978.283.2883 fax: 978.283.2330

e-mail: scott@imnworld.com

## **TOUR MANAGER / FOH**

Patrick Murray

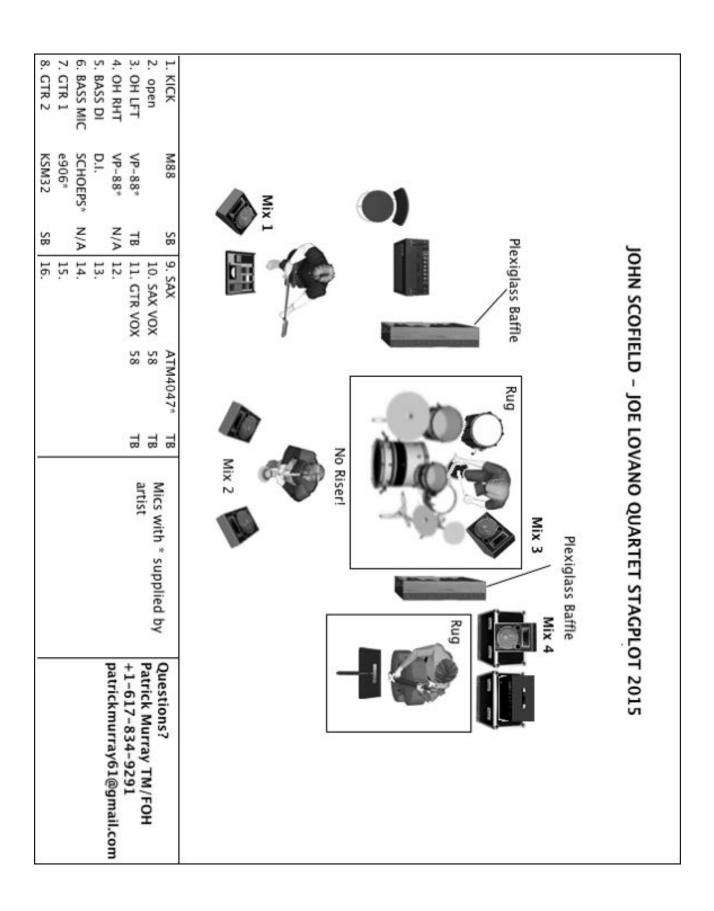
Mobile: +1 (617) 834-9291

Email: patrickmurray61@gmail.com

#### AGREED AND ACCEPTED

for Purchaser	for Artist
	101 1100
date	date

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# INFORMATION LIST THE JOHN SCOFIELD & JOE LOVANO QUARTET

The following information list is to be completed ASAP and sent with the contracts 1) DATE OF PERFORMANCE \_\_\_\_\_ CITY \_\_\_\_ a. Name of venue b. Address c. Production Phone # d. Production Fax # e. Production Email 2) Name and Contact info. for PRODUCTION MGR 3) Name and Contact info. for TECHNICAL DIR. 4) Name and Contact info. for SOUND ENGINEER 5) Name and Contact info. for ARTIST SERVICES 6) Name and Contact info. For DRIVERS/TRANSPORT\_\_\_\_\_\_ Depth \_\_\_\_\_ Width \_\_\_\_\_ 7) STAGE DIMENSIONS: Height: Stage to Ceiling Height: Stage 8) Time of Load In\_\_\_\_\_ Time of Soundcheck (if scheduled)\_\_\_\_\_ Time of Dinner\_\_\_\_\_\_ Doors \_\_\_\_\_\_ Performance Time \_\_\_\_\_ 9) Other bands playing before and after ARTIST \_\_\_\_\_\_ Their Show and S/C times 10) Please provide detailed information regarding loading dock / backstage door for arrival of ARTIST on back of information sheet. Please send / fax / email Technical Information and Artist Guide if available. A map of the area is also MOST HELPFUL.

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THANK YOU IN ADVANCE FOR HELPING TO MAKE THE SHOW A GREAT SUCCESS!