

The John Scofield Überjam Band
CONTRACT RIDER
Current as of 02.18.2013

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:

The John Scofield Überjam Band (100% Headline Billing)
featuring Andy Hess, Avi Bortnick, Tony Mason (75%)

- A2. ARTIST is to receive 100% star billing on ALL publicity releases and paid advertisements, including without limitation: programs, flyers, signs, newspaper ads, marquee, 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. 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 6 pairs of complimentary tickets per show (12 total) 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. TECHNICAL REQUIREMENTS: SEE ATTACHMENT A

D. PAYMENT AND LEGAL CONTRACTUAL CLAUSES

- D1. 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.
- D2. 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.
- D3. 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 Purchaser 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.
- D4. 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.

- D5. 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.
- D6. 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. By sole act of signing, PURCHASER readily accepts all provisions of this contract, regardless of any additions or deletions PURCHASER may try to make.
- D7. 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.
- D8. 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.
- D9. 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.
- D10. 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

JOHN SCOFIELD UBERJAM BAND RIDER –2013

JOHN SCOFIELD UBERJAM RIDER Section One General Provisions

1. COVERAGE AND EFFECT

This rider shall be deemed incorporated in and a part of the agreement dated _____ between John Scofield (known as THE ARTIST herein) and _____ (known as THE PURCHASER herein). No changes in this agreement shall be effective without written acknowledgment by THE ARTIST. If THE PURCHASER advertises or permits THE ARTIST to perform the engagement to which this agreement relates, THE PURCHASER shall be deemed consented to the terms hereof without alteration as may otherwise be agreed to in writing.

In the event of any breach by THE PURCHASER of any of the provisions set forth herein, THE ARTIST may cancel the performance without any further liability to THE PURCHASER. In addition to any other available remedies hereunder, THE ARTIST may retain any deposit(s) received and THE PURCHASER shall be required to pay the full contracted price agreed to. In the event of any conflict, the terms of this contract shall prevail.

2. BILLING

THE JOHN SCOFIELD UBERJAM BAND

Featuring

Andy Hess- Bass

Avi Bortnick - Rhythm Guitar & Samplers

Tony Mason - Drums

3. ANCILLARY RIGHTS: No portion of THE ARTIST'S performance may be recorded on film or videotape. THE PURCHASER agrees to enforce this to the very fullest of their ability. THE ARTIST expressly reserves all such rights for himself and his licensee(s) and assignees. THE ARTIST generally authorizes remote audio recording for non-commercial purposes at the discretion of the venue. No audiotaping directly from the soundboard will be authorized at any time – with the exception of THE ARTIST'S sound tech.

JOHN SCOFIELD UBERJAM BAND RIDER –2013

4. 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.

Note: some instruments and cases used by the musicians are large. We recommend a 12 passenger van with a large cargo space (back row of seats removed). *PLEASE MAKE SURE THAT VEHICLE HAS PLENTY OF CARGO SPACE AND PASSENGER SPACE.*

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

5. HOTELS

Hotels provided by THE PURCHASER :

Hotel must be pre-booked and full information must be provided to THE ARTIST at the time of contract signing, to include:

Name of Hotel: _____

Hotel address _____

Telephone: _____

Fax: _____

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 – each room with private bath, toilet and telephone. Hotels must have a restaurant and safe parking on the premises. The performers and their staff will not accept any hotel that does not meet these requirements. Should that situation arise, another hotel meeting these guidelines will be booked at THE PURCHASER'S expense.

JOHN SCOFIELD UBERJAM BAND RIDER –2013

6. HOSPITALITY

THE PURCHASER agrees to provide FIVE hot meals after soundcheck or before 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, rice, 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!

If PURCHASER deems a "buy-out" necessary, ARTIST will receive in cash at sound check the local currency equivalent of 200 USD for the group in total.

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,

WHOLE APPLES, ORANGES & BANANAS

FRUIT AND CHEESE PLATTER, FRESHLY CUT VEGETABLES & DIP (HUMMUS ETC),

COLD CUTS, WHOLE GRAIN BREADS AND CRACKERS, ASSORTED NUTS,

CONDIMENTS,

TWELVE (12) 2- LITER BOTTLES OF WATER (combination of sparkling and still)

DIET COKE, COCA COLA ,

6 BOTTLES QUALITY BEER AND ONE BOTTLE OF EXCELLENT FRENCH OR ITALIAN RED WINE.

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

Please Include Wheat/Gluten Free and Dairy-Free Meal options and snacks including plenty of fresh fruit and vegetables.

JOHN SCOFIELD UBERJAM BAND RIDER –2013

Technical Requirements

1. DRESSING ROOMS

THE ARTIST'S DRESSING ROOMS SHALL BE DESIGNATED NO SMOKING 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 CLEAN 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.

3. 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.

4. PERSONNEL

BAND TRAVELS WITH FOH ENGINEER.

One (1) English-speaking liaison to be provided during the entire event.

Two (2) experienced sound technicians present during set-up, sound check and performance. One will be mixing monitors.

One (1) experienced lighting director/operator

Two (2) loaders to be present during load-in and load-out.

5. 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.

Please provide Ten (10) bottles of still room temperature water and Four (4) Hand towels for stage

NO RISERS, please!

JOHN SCOFIELD UBERJAM BAND RIDER –2013

6. 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. *(This is a minimum suggested requirement. Extra-super-fancy lighting welcomed). Water-based hazers only please.*

This is a Jam/Funk/Groove oriented performance and the light show should reflect this. Creativity is encouraged!

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

7. BACKLINE

No substitutions will be accepted without ARTIST'S approval!!!!!!!

Please contact road manager or management directly to discuss alternatives.

Ben Surman - pbsurman@gmail.com - +1 917-361-7269

JOHN SCOFIELD'S GUITAR AMP SPECIFICATIONS:

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

Three (3) - guitar stands

AVI BORTNICK'S GUITAR AMP SPECIFICATIONS :

One (1) - Fender "Twin Amp" (also known as the evil twin) it says **TWIN AMP** only on the faceplate. **OR** One (1) Fender Hot Rod Deville 212 or 410 **OR** One (1) "Twin Reverb Amp" (also known as the '65 re-issue) These are the most recent versions of the Fender Twin series amplifiers.

PLEASE NO FENDER "THE TWIN" AMPS (w/ the red knobs)!!!!

One (1) - Heavy Duty music stand (Manhasset or equivalent) or X style keyboard stand.

Shelving/plank to place on keyboard stand for laptop FX etc.

JOHN SCOFIELD UBERJAM BAND RIDER –2013

(backline continued)

ANDY HESS' BASS SPECIFICATIONS:

One (1) Aguilar 751 head

Two (2) 4 x 10" Cabinets - Andy is an Aguilar endorsee

If Aguilar not available:

One (1) - One Ampeg 6 x 10" bass speaker cabinet, 4 x 10" also acceptable

One (1) - Ampeg SVT Classic bass head

Absolutely NO SWR or Trace Elliot Equipment

Tony Mason's DRUM SPECIFICATIONS:

Ludwig "black galaxy" kit - If black galaxy kit is not available

Any modern Ludwig kit will do - Gretsch drums would be 2nd choice

14x22 bass drum

8x10 Tom mounted on bass drum

8x12 Tom mounted on bass drum

16x16 floor Tom w legs

Piccolo snare

Coated Remo emperors on batter heads

Clear Remo ambassadors on bottoms

Clear Remo power stroke 3 on bass drum batter..... Front head with small hole for muffling

JOHN SCOFIELD UBERJAM BAND RIDER –2013

SOUND REQUIREMENTS

A) HOUSE

1. Minimum 24-input, 4 submaster console with channel inserts: 4 bandsweep EQ, phantom power, 4 effects sends. Preference: Midas, Yamaha, Digico, Avid etc.
2. P.A. Speaker system must be STEREO with 1/3 octave EQ and access to crossovers at the mix position. Speakers of the highest professional quality, in good working order, correctly phase aligned, capable of generating a continuous average SPL of 110db "A" weighted at the FOH mix position. - Preference: EAW, Meyer, V-dosc, etc
3. Three (3) Digital Reverb/multiFX – Preference: Lexicon, TC Electronic,SPX
4. Seven (7) Compressors – Preference: Dbx or similar
5. Four (4) Gates – Drawmer etc
6. One (1) Tap tempo Digital delay : TC D-1 or similar

Onboard Console processing also OK

MONITORS

1. One (1) Minimum 24 x 4 mix monitor console.
2. Four (4) mixes (one stereo). 2 x XLRs to drum world for musician provided beltpack IEM or Drum fill/wedge TBD
3. Four (4) 1/3 octave EQ's.
4. Five (5) wedges - Preference: Biamped - 15" speaker and 2" compression driver.

MIC STANDS

A selection of short booms, and standard booms as per input list

JOHN SCOFIELD UBERJAM BAND RIDER –2013

MICROPHONES: Artist may carry some of their own. Please be prepared to supply all microphones & DI boxes subject to advance by Artist's road manager.

Bookings

Alycia Mack

International Music Network

278 Main Street

Gloucester, MA 01930 USA

tel: [978.283.2883](tel:978.283.2883)

fax: [978.283.2330](tel:978.283.2330)

e-mail: alycia@imnworld.com

Management

Susan Scofield

LONGSOLO Inc.

6 Terrace Heights

Katonah, NY 10526

tel: [914-232-3767](tel:914-232-3767)

fax: [914-232-4148](tel:914-232-4148)

e-mail: sco4it@gmail.com

AGREED AND ACCEPTED

for Purchaser

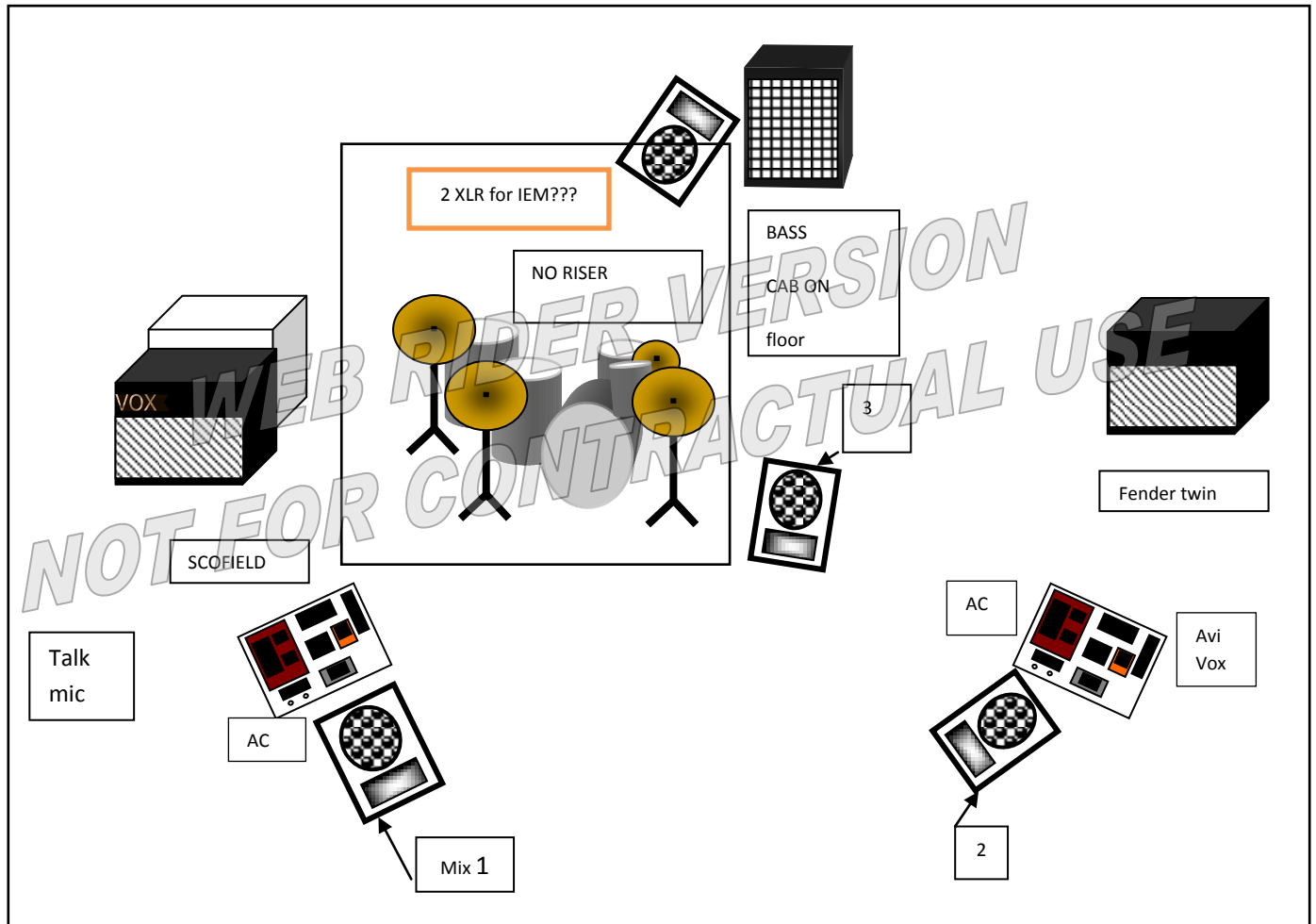
date

for John Scofield Band

date

JOHN SCOFIELD UBERJAM BAND RIDER –2013

JOHN SCOFIELD UBERJAM BAND STAGEPLOT 2013



Questions?

Front of House Engineer: Ben Surman

Mobile: +1 917 361 7269

E-Mail: pbsurman@gmail.com

JOHN SCOFIELD UBERJAM BAND RIDER –2013

Scofield UBERJAM Band Input List - 2013				
Snake	Input	Mic	Stand	Insert
1	Kick	D6/B52/D112	SB	Gate
2	Snare	57	SB	Comp
3	Hat	451/81	SB	
4	Rack tom/snare 2	98/904	clip	Gate
5	Rack tom 2	98/904	clip	Gate
6	Floor tom	98/904	clip	Gate
7	Overhead Left	414/32	TB	Comp
8	Overhead Right	414/32	TB	Comp
9	Bass DI	DI		Comp
10	Bass Mic	421/m88/d4	SB	
11	SCO Guitar 1 SR	906*	SB	
12	SCO Guitar 2 SR	KSM32*	SB	
13	Avi Guitar SL	57/906	SB	
14	SL Guitar DI	DI		
15	Avi Vox SL	58	TB	Comp
16	Avi Laptop L	DI	-	
17	Avi Laptop R	DI	-	
18	Guitar Talk SR	58	TB	Comp
19	FOH Laptop	DI/XLR	-	
20	FOH Laptop	DI/XLR	-	
21-28	FOH FX Returns			

INFORMATION LIST
The John Scofield Überjam Band
2013

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 # _____
- 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 ELECTRICIAN _____
- 6) Name and Contact info. for ARTIST SERVICES _____
- 7) BOX OFFICE PHONE and EMAIL/WEB _____
- 8) STAGE DIMENSIONS: Depth _____ Width _____
- Height: Stage to Ceiling _____
- Height: Stage _____
- 9) Time of Performance _____ Time of Soundcheck (if scheduled) _____
- 10) Other bands playing before and after ARTIST _____
- Their Show and S/C times _____
- 11) Please provide detailed information regarding loading dock / backstage door for arrival of ARTIST on back of information sheet.

Please send / fax Technical Information and Artist Guide if available. A map of the area is also MOST HELPFUL. THANK YOU IN ADVANCE FOR HELPING TO MAKE THE SHOW A GREAT SUCCESS!