

THE ARTISTRY OF JAZZMEIA HORN SEPTET CONTRACT RIDER

THIS ENGAGEMENT IS NOT FIRM AND NO ADVERTISEMENT CAN BE DONE UNTIL THE CONTRACTS AND RIDERS ARE FULLY SIGNED AND EXECUTED. PRESENTER WARRANTS THAT HE/SHE HAS THE RIGHT TO ENTER INTO THIS AGREEMENT AND IS OF LEGAL AGE OF DOING SO.

1. STAGE, LIGHTING & SOUND

In order to assure a quality concert, PURCHASER agrees to provide ARTIST with the following at PURCHASER'S expense:

- A. (i) A stage for performance that must be a minimum of twenty (20) feet deep from down stage edge to upstage wall, and a minimum of thirty (30) feet wide from stage right (not including wings in the instance of a proscenium theater). The stage must be flat, not raked, and must be both smooth and stable.

For outdoor performances, stage (including all instruments and equipment) must be completely covered by a suitable and stable roof with wings in order to protect ARTIST and equipment from the elements to ARTIST'S satisfaction.

- (ii) A close-cropped gray carpet measuring eight (8) ft by eight (8) ft. for the drum kit.

- B. A professional sound augmentation system capable of providing clear, undistorted evenly distributed sound throughout the audience area; and microphones and monitors as provided in the attached stage plot and technical specifications, and an engineer to operate said system for the full sound check and performance.

- C. A separate sound system for stage monitoring. An engineer to operate it. A total of 5 floor monitors and a minimum of 4 mixes:

(4) EAW LA212 Passive Stage monitors driven by (2) Crown XTI 4000 Power amps.
Monitors are mixed from FOH position.

- D. An adequate professional stage lighting system with a standard assortment of lighting gels and an operator.

- E. Vocalist will supply Newmann Mic. It is not a standard performance mic, please make sure that phantom power is available in the PA system. High Stool for sitting. Small table for water and lip balm.

- F. (1) SM58 performance mic and stand for the tenor sax OR trumpet.

- G. A nine (9) foot acoustic grand piano from (Yamaha, Steinway or Fazioli). The piano must be tuned to A-440 on each day of the performance, and a piano tuner is to be available at the sound check and at intermission or end of first show in case touch up is necessary.

- H. One set of drums:

1st choice: C&C

2nd choice: Canopus, Yamaha, or Craviatto

Drum sizes:

Toms: 12" rack, 14" floor with legs, 16" floor with legs (Not mounted)

14" snare

18" bass drum (nothing larger than 20")

Hardware:

Full compliment of single brace (flat base when available)

All legs for toms, hi-hat stand with clutch, (2) two snare stands, bass drum pedal with soft beater, drum throne, (3) straight cymbal stands.

- I. One ¾ size upright professional model 4-string acoustic bass with working bridge adjusters installed and professionally installed pick-up plus bass amp (Mark Bass Head SD1200 w/ Standard 104 HR Cabinet; Aguilar DB751 Head w/DB410 Cabinet or Gallien-Kreuger 400RB-IV w /410RBH Cabinet).
- J. (Six) 6 Music Stands with lights.
- K. (1) Soprano and Tenor Saxophone stand
- L. (3) Shure Beta 98H/C Wireless Instrument Mics or (3) Shure SM 58

2. TRANSPORTATION AND LODGING

** To be discussed with Gail Boyd Artist Management during advance **

- A. (i) Ground Transportation: One automobile or SUVs to be provided upon arrival to transport musicians, ARTIST, and her road manager from airport to hotel, hotel to place of performance, to hotel at the end of performance, and to airport in time for ARTIST'S departure. In the event there is no one at the airport 30 minutes after ARTIST'S arrival, ARTIST will rent necessary vehicles for transportation to hotel and place of performance, at PURCHASER'S sole cost and expense. Such amount shall be paid in cash prior to the performance, otherwise ARTIST shall not be required to perform and the full amount of the contract price shall be due ARTIST.
- (ii) Air Transportation. Unless otherwise specified on the front of this contract, PURCHASER shall provide round trip air and ground transportation from the airport to the hotel and from the hotel to the performance site. PURCHASER shall also be responsible for the payment of any overweight charged by the airlines for luggage and musical equipment.
- B. Accommodations: PURCHASER shall provide at no cost to ARTIST **9 single rooms** in a first class hotel, **king sized beds**.
- C. PURCHASER agrees to petition and arrange for alien employment certification and for temporary work visas with the US Dept. of Labor and US Naturalization Service of the Department of Justice, for all applicable members of the band.

If the Engagement is to be performed outside the continental limits of the United States, PRESENTER agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable ARTIST, entourage, and their equipment to enter and leave the country of the Engagement and for ARTIST and ARTIST'S performers to render their services hereunder. PRESENTER shall cause the foregoing to be provided to ARTIST (in writing) in a timely manner. To the extent, PRESENTER, requests any information or documents from ARTIST in connection therewith, such requests shall be in writing and shall be made in a timely manner.

3. SECURITY

To be discussed with Gail Boyd Artist Management during advance

PRESENTER is solely responsible for providing security in connection with the Engagement. Accordingly, PRESENTER shall provide and pay for the adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, ARTIST, (and each of their respective employees, agents, contractors, equipment, and patrons. PRESENTER shall guarantee security from thirty (30) minutes before scheduled load-in time until completion of load-out and any signing of autographs by ARTIST after show. PRESENTER shall provide a secured parking area for ARTIST'S Tour Bus/Car. Area should be easily accessible to venue load-in doors, dressing rooms, and stage with "shore-power" available. At least one (1) uniformed security guard will be assigned to ARTIST'S vehicle from arrival on site until departure. This security guard will be assigned exclusively to this duty and not assigned any other second duty.

When ARTIST meets with her "Fan Club," PRESENTER shall designate and provide a secure backstage area that is clean, dry, well-lit, air-conditioned, and/or heated, and with adequate security (at least two (2) uniformed or T-shirted men) for the duration of this meet and greet. Time to be determined by ARTIST.

When ARTIST signs autographs for the public, it is usually at the merchandise stands, and takes place after each performance. PRESENTER agrees to supply the same as aforementioned. Again, this also is to be determined by ARTIST.

PRESENTER must also provide adequate security guards for the following:

1. Dressing room area from load-in through load-out.
2. Mixing consoles for sound and lights.
3. All entrances to the backstage area.
4. The auditorium including both sides and center of the stage.

All security personnel shall function at the direction of ARTIST and should be present for a meeting with him at least thirty (30) minutes prior to the opening of the venue doors to the public.

Backstage passes will be provided by ARTIST. No other passes will be valid during load-in, soundcheck, show time, performance, and load-out. All backstage passes and lists shall be subject to ARTIST'S approval. No other passes or lists shall be acceptable.

4. DRESSING ROOMS

PURCHASER agrees to provide one (1) medium room for ARTIST and one (1) large room for the Band (two rooms total). Both rooms shall be well-lit, clean, dry, heated and/or air conditioned with a shower, sink, toilet, AC outlets, and mirrors.

Dressing rooms must be clean, safe and available to ARTIST and her representative upon her arrival and are to remain available to ARTIST and his staff until two (2) hours after the close of the performance. PURCHASER shall be solely responsible for the security of items in the dressing room area and shall keep all unauthorized persons from entering said area, particularly while ARTIST is performing. In addition, these rooms shall be capable of being locked and the keys shall be allowed only to ARTIST'S representative. The dressing rooms are to contain:

MEDIUM ROOM:

Seven (7) Hand towels

LARGE ROOM:

Seven (7) Hand towels

DRESSING ROOM CATERING **All catering shall be in place at least three (3) hours prior to show**

1. ARTIST shall receive in her respective dressing room:
 - One (1) small fruit tray (consisting of sliced assorted fruits)
 - One (1) small nut bowl with raw assorted nuts
 - One (1) large bag of tortilla chips and avocado
 - Assorted decaffeinated teas, raw honey, and sliced ginger and lemons
 - One (1) six pack bottled water - evian or fiji preferred
 - Adequate amount of cups and ice.
2. Band shall receive in respective dressing room:
 - Two (2) large fruit tray (consisting of sliced assorted fruits)
 - Four (4) blocks of various cheese (sharp cheddar, swiss, colby, etc. - KEPT COOL)
 - Two (2) large bags of potato chips or chips and salsa
 - Two (1) large can cashews or assorted nuts
 - One or Two gallon orange juice and cranberry juice
 - Two (2) cases of bottled spring water
 - Adequate amount of condiments, cups, and ice.

5. CATERING AND CATERING BUYOUT

To be discussed with Managing Assistance during advance

PRESENTER agrees to provide catering needs at no cost to ARTIST. Hot meal to be catered at the venue sufficient for 7 people. Time to be specified by ARTIST or her representative. Fast food is not acceptable. Dinner Buyout of \$25.00 minimum per person is acceptable.

Jazzmeia Horn is a STRICT VEGAN.

6. METHOD OF PAYMENT

All amounts due ARTIST are to be paid in United States currency, as specified on the face of the contract.

- A. Guaranteed Contract Price. PURCHASER is to pay ARTIST'S representative during performance, the guaranteed amount, or the balance of the guaranteed amount if a deposit has already been paid.
- B. Percentage Contract Price. Any balance due on a percentage computation is to be paid immediately after the closing of the box office.
- C. If payment is paid via bank wire PURCHASER agrees to cover all bank wire fees involved with the transaction.
- D. PURCHASER agrees not to deduct any monies whatsoever from the agreed upon payments due to the artist under this agreement, including bank wire fees or any state or federal taxes of any kind.
- E. ARTIST shall be allotted the following number of complimentary tickets for each show:

Venue Size	Number of Complimentary Tickets
0-200	10
200-500	15
501-1500	20

7. CANCELLATION

Either party may cancel this contract without recourse to the other in the case of an Act of God. In the event the performance is canceled by PURCHASER for any reason other than an act of GOD, ARTIST is to be paid the contract fee in full; in the event of such, ARTIST shall not be required to perform at any later time. In the event performance is canceled by ARTIST for any other reason than an Act of GOD, ARTIST will refund to PURCHASER any deposits paid to ARTIST.

8. BILLING

In all news releases, announcements, advertisements, posters and printed programs relative to this engagement, the billing should read as follows: **JAZZMEIA HORN.**

9. INTERVIEWS/BROADCASTING

- A. **No portion of the performance(s) may be recorded, filmed, taped, broadcast or mechanically reproduced in any form for the purpose of reproducing such performance(s) without prior written consent from ARTIST or his management.** If any such unauthorized recording is discovered during the ARTIST'S performance, ARTIST shall have the right to withhold performance without prejudice to his rights thereunder. If any such unauthorized recording is discovered after ARTIST'S performance either during his lifetime or after his death, ARTIST or his estate shall have full rights, title and ownership in said recordings.
- B. PURCHASER agrees that there will be no signs, placards, banners or other commercial advertising material on near the stage during the performances(s) nor shall ARTIST'S appearance be sponsored by or in any other way be tied with any commercial product or company without consent from ARTIST or his management. PURCHASER further agrees that ARTIST'S name will not be used in association, directly or indirectly, with any product or service without ARTIST'S prior written consent. PURCHASER is enjoined from selling or distributing any merchandise bearing the likeness of ARTIST, and phonograph recordings, or any other souvenir material at the performance(s) thereunder without ARTIST'S written consent.

- C. In the event this engagement will be presented, promoted, co-promoted, and/or sponsored by radio station(s), PRESENTER shall notify ARTIST of any station playing this role prior to making the commitment for approval. PRESENTER shall coordinate with ARTIST’s manager for approval.
- D. For publicity and Special Promotions, contact Artist Management for approval. All interviews (advance and/or on-site), press conferences, special promotions, or other publicity needs or requests involving ARTIST must be cleared prior to engagement through Artist Management. No one else is authorized for approvals.

10. MERCHANDISING

- A. ARTIST shall have the sole and exclusive right, without obligation to any party, to sell and distribute ARTIST’S merchandise of any kind at the Engagement including, without limitation, merchandise containing the name, voice, likeness, and logo of ARTIST and any member thereof (collectively “ARTIST MERCHANDISE”). Unless otherwise agreed to in writing, ARTIST shall retain 100% of the gross receipts resulting from the sale of ARTIST’S merchandise.
- B. PURCHASER shall provide, at its sole cost, well lit, securely covered, prime locations for vending including: lights, electric outlets, at least two (2) eight-foot tables, and adequate display space. Upon request from ARTIST, PRESENTER shall provide competent, well able bodies to vend ARTIST’s MERCHANDISING at no extra cost to ARTIST.

11. MISCELLANEOUS

- A. In the event of material breach by PURCHASER of any of the terms, covenants, or conditions of this contract, ARTIST shall not be required to perform thereunder and PURCHASER shall pay ARTIST the full amount of the contract fee as specified on the face of the contract. However, PURCHASER shall first be given an opportunity to correct any alleged material breach by prompt notice by ARTIST.
- B. This agreement may not be changed, modified or altered except by an instrument in writing, signed by the parties hereto. No changes made on this rider shall be valid unless countersigned by ARTIST. In the case of any conflict of terms with any documents appended hereto the terms contained in this rider shall prevail.

For additional information, please contact:

MANAGEMENT:
 Gail Boyd
 Gail Boyd Artist Management
 1501 Broadway, 12th Floor
 New York, NY 10036
 P: 212-777-5714
 F: 212-777-2396

AGREED AND ACCEPTED:

 PURCHASER

 ARTIST

 DATE

 DATE

Please Provide Contact Information

PRODUCTION ADVANCE: _____
PHONE: _____
EMAIL: _____

HOSPITALITY ADVANCE: _____
PHONE: _____
EMAIL: _____

MARKETING CONTACT: _____
PHONE: _____
EMAIL: _____

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

STAGE PLOT SEPTET

