

FLY HIGHER: CHARLIE PARKER @ 100

CONTRACT RIDER: Current as of 3/24/19
subject to change

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.

Contact information:

ROAD MANAGER: TECH/TRAVEL/MERCH
TBA

TOUR ADVANCE: CONTRACTS/TAX FORMS

Tracy Reid
917-362-7703
treid@absolutelylive.net

PROMOTIONAL MATERIALS/PHOTOS

<http://imnworld.com/artists/detail/424/Fly-Higher-Charlie-Parker-100>

PLEASE SHARE THIS WITH YOUR MARKETING DEPARTMENT

TOUR PRODUCER

Danny Melnick
646-233-2960
dmelnick@absolutelylive.net

A. ADVERTISING AND PROMOTION

- A1. Billing on all advertising and publicity must appear as follows:

**Fly Higher: Charlie Parker @ 100
featuring
Rudresh Mahanthappa, Terri Lyne Carrington,
Charenée Wade, Adam O’Farrill, Kris Davis, Larry Grenadier and Kassa Overall**

Where space allows:

We are grateful for the endorsement of the Parker Estate in this centennial celebration

INSTRUMENTATION

Rudresh Mahanthappa, alto saxophone, co-music director

Terri Lyne Carrington, drums, co-music director

Charenée Wade, vocals

Adam O’Farrill, trumpet

Kris Davis, piano

Larry Grenadier, bass

Kassa Overall, DJ

*Replacement of any sideman due to unforeseen circumstances
shall not affect the terms of this agreement.*

- A2. Artist is to receive 100% star billing on ALL publicity releases and paid advertisements, including without limitation: programs, flyers, signs, newspaper ads, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by Artist or Producer.
- A3. Purchaser agrees to use only artwork, ad mats, photos and / or promotional materials provided or approved by Artist in all advertisements. Please visit **tba** for official downloads. 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 Producer.
- 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 twenty (20) complimentary tickets per show to Artist for their sole use. Seats must be in preferred locations. Road manager will contact the box office no later than one hour prior to the concert in the case of unused tickets. **IF VENUE IS OF MODERATE SIZE, THE GROUP REQUESTS AT LEAST 14 TICKETS, WHICH IS 2 PER 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 TOUR PRODUCER.

- B2. Purchaser shall not permit and will prevent:

- A. Reproduction of performance:

NO portion of the performance rendered thereunder may be broadcast, recorded, filmed, taped or embodied in any form for any purpose without prior written consent of Artist. **Please note: as this is an "all-star" band, every musician in the band must individually approve any recording request in writing.** Purchaser will make announcement to the audience regarding the "No Filming/Recording" policy prior to each performance. If any such unauthorized recording is discovered, Artist shall have the right to withhold performance without prejudice to his rights hereunder, and will have the rights to immediately confiscate and hold in permanent possession any tapes, whether audio or video, of the performance.

- 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.

- B4. Cancellation:

Artist reserves the right to cancel or postpone this contract without liability in the event of an Act of God (including death of a musician, close friend or family member), illness, failure of means of transportation, inclement weather, governmental restrictions, potential threat of terrorism, riots, strikes, national or international emergencies. In any such instance, neither party will have any claims for costs or damages hereunder.

If Purchaser cancels the performance for reason other than an Act of God, Artist is to be paid contract fee in full. In the event of such cancellation, Artist shall not be required to perform at any later time.

In the case of late arrival, due to circumstances beyond the control of the Artist (e.g. weather, traffic delays, flight cancellation or route changes, etc.), Purchaser must use every resource to

see that the concert takes place when Artist arrives in the city of the engagement. Purchaser cannot cancel the concert for the above reasons without consent of Artist. No reductions of the contract fee can be made if the concert takes place at a time other than originally scheduled.

C. HOSPITALITY, ACCOMMODATIONS AND TRAVEL: SEE ATTACHMENT A

D. TECHNICAL REQUIREMENTS: SEE ATTACHMENT B

E. PAYMENT AND LEGAL CONTRACTUAL CLAUSES

- E1. 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.

The balance payment is to be paid to **Absolutely Live Entertainment LLC** (FED ID - 56-2633822) by check and given to the Road Manager the evening of the performance. **NO FUNDS OR CHECKS ARE TO BE GIVEN TO THE ARTISTS. Notification of any cash needs will be made at least one week in advance.**

- E2. 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 **Absolutely Live Entertainment LLC, International Music Network, The Estate of Charlie Parker, the musicians and working personnel**, 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 The Kurland Agency 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 Presenter 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.

- E3. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture or employee/employer relationship and Producer and/or 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.
- E4. 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.
- E5. 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.
- E6. 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.
- E7. **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 well in advance of the engagement date so that the Producer may file for a tax reduction, which we intend to do in every case where there may be a withholding. 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.**
- E8. 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 an open-air venue, inclement weather shall not be considered an act of God.
- E9. 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

DANIEL R. MELNICK
ABSOLUTELY LIVE ENTERTAINMENT LLC
FED TAX ID#: 56-2633822

DATE

DATE

127 Hommelville Rd • Saugerties, NY 12477 • 646-233-2960

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

Fly Higher: Charlie Parker @ 100

**ATTACHMENT A
HOSPITALITY, ACCOMMODATIONS AND TRAVEL**

(COMPLETE TECH RIDER WILL BE CREATED BY WINTER 2020, ONCE THE GROUP REHEARSES AND LAUNCHES THE PROJECT

**PLEASE ADVANCE WITH
TOUR MANAGER TBA**

Backstage & Hospitality requirements:

Purchaser agrees to provide safe, comfortable, private dressing rooms for Artist's sole use, and to comfortably accommodate up to (10) ten people. **We require a ladies dressing room and a mens dressing room.** These rooms are to be clean, dry, well lighted and heated or air-conditioned as the weather dictates. The dressing rooms area must contain two (2) irons and two (2) ironing boards, adequate chairs, mirrors, coat racks with hangers, access to clean toilet facilities with hot and cold running water. The dressing rooms are to be made available to Artist's representative upon his arrival and are to remain available to Artist and their staff for two (2) hours after 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.

Dressing rooms are to contain:

Bottled non-carbonated water, twelve (12) large towels, facial tissues, assorted juices & sodas, fresh fruit, deli tray for eight (8) people to include lunch meats and cheeses, bread, assorted snacks (nuts, cookies, pretzels, chip, etc.), hot coffee and tea service, and full condiments as required (hot and cold cups, mayo, mustard, plates, sugar, honey, lemon, silverware, etc.). Local or imported beer, red or white wine to be available, per Road Manager's advance. PLEASE DO NOT ORDER DRESSING ROOM FOOD UNTIL ADVANCED WITH ROAD MANAGER. WE DO NOT WANT TO BE WASTEFUL IF THE GROUP IS NOT GOING TO BE ON SITE TO CONSUME THESE ITEMS.

Dinner meal:

A HOT meal for nine (9) people is to be provided either before or after the show, per the Road Manager's advance. Please make your best efforts to include fresh vegetables, beans, peas, rice (pref. brown) & other grains (quinoa, cous-cous, etc.) Soups without meat stock please. Whole grain breads preferred. Entrée of fish AND poultry AND pasta, salad with assorted dressings, bread & butter, dessert, coffee, tea, fresh fruit juices, wine, beer, water, etc. to be provided.

PLEASE NOTE THE FOLLOWING FOOD ALLERGIES/REQUESTS (TO BE ADVANCED WITH TOUR MANAGER):

Kris Davis is allergic to all nuts.

Rudresh Mahanthappa is allergic to salmon and beets.

Kassa Overall is vegan.

If a hot meal cannot be prepared on site, purchaser will provide and pay for delivery by local restaurant per Artist's order or provide a dinner reservation for up to nine (9) people at purchaser's expense or provide a \$35 pp meal buyout.

Hotel requirements:

If Purchaser is to provide accommodations as part of this agreement, Purchaser shall provide nine (9) king single rooms in a four star hotel or better. Each room must have a king-size bed and must be in a very quiet part of hotel. Purchaser must pay, in advance, all room and tax charges for hotel rooms. We request hotels with free wi-fi, if possible. Artist shall be responsible for all incidental charges including meals, movies, phone calls, and laundry.

Transportation:

If Purchaser is to provide air transportation as part of this agreement, Artist requirements must be negotiated and confirmed and stipulated on the contract face.

Purchaser must provide all local ground transportation needs. This includes pick-up and return to airport, hotel, sound check and engagement. If Artist is traveling by tour bus, Purchaser must secure bus parking permits and space immediately adjacent to venue. Artist may still require local ground transportation to and from hotel and venue once bus is parked. Purchaser shall provide one 15-passenger van and one cargo van for up to nine (9) people, baggage, an upright bass (when carried) and other instrument bags.

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

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**ATTACHMENT B
TECHINCAL REQUIREMENTS**

(COMPLETE RIDER WILL BE CREATED BY WINTER 2020, ONCE THE GROUP REHEARSES AND LAUNCHES THE PROJECT

**PLEASE ADVANCE WITH
TOUR MANAGER TBA**

1. Technical Requirements: (may be subject to change)

A) Stage:

A stage which must be a minimum of twenty-four (24) feet deep from front to back and thirty-two (32) feet wide from left to right. The stage must be flat, smooth and stable.

B) Sound System:

The sound system requirements will be forwarded to Purchaser from Road Manager. The system will be "normal and customary" for a jazz band of this size and composition. Microphone list to follow.

C) Lights:

I. A minimum of eighteen 1K lekos for three-color overhead tight spot focuses on each of the musicians in the ensemble. White, Deep Blue, and Lavender are the three colors requested for the focuses on each musician. (Every "scene" should appear like seven pools of light tight in around each player on the stage).

II. A minimum four-color wash on the stage, to include no-color White, Medium Blue, Red, and Medium Amber.

III. A minimum of one spotlight, for solos and announcements. Gel colors should be Fleshtone and Medium Blue.

D) Instruments:

PURCHASER agrees to provide the following, at PURCHASER'S sole expense, for the engagement hereunder:

Steinway or Yamaha Acoustic nine-foot (9 foot) concert grand piano or seven-foot (7 foot) concert piano tuned to A440 pitch and in a condition satisfactory to ARTIST. Piano shall be tuned after it is moved into final place on the day of performance. Piano must be tuned each day, for multi-night engagements.

Terri Lyne Carrington, Drums

Ms. Carrington plays Yamaha Drums, Zildjian Cymbals and Sticks and Remo Drum Heads exclusively. **Artist provides sticks only.**

****** Ms. Carrington is not carrying cymbals and the following must be provided.******
1 x 22" Constantinople Ride (22" Kerope as 2nd Choice)

1 x 22" Kerope Ride (22" Constantinople Ride as 2nd Choice)
1 x 20" Constantinople Ride (20" Kerope as 2nd Choice)
1 x 20" Kerope Ride (20" Constantinople Ride as 2nd Choice)
1 x 18" Kerope crash (18" K Dark Crash 2nd Choice)
1 x 18" K Dark Crash (18" Kerope crash 2nd Choice)
1 x 16" K Dark Crash (1 x 16" Dark Crash 2nd Choice)
1 x set 14" Hi Hat Cymbals – Kerope (1st Choice) or K Zildjian (2nd Choice)
Please include several choices of sizes/ models of cymbals listed above to choose from

MUST BE YAMAHA DRUMS

1) YAMAHA Maple Live Oak Custom
2) YAMAHA Maple Custom Absolute Nouveau (2nd choice, only if Live kit is not available) (standard sized depth toms)
2x 14"x5" Snare Drum (LNS 1455) 1 wood, 1 metal
1x 20"x16" Kick Drum (LNB 2016)
1x 10"x7" Rack tom (LNT 1007) Mounted on Bass Drum w/ TH-945 1x 12"x8" Rack Tom (LNT 1208)
Mounted on Bass Drum w/ TH-945 1x 14"x13" Floor Tom (LNF 1413)

All YAMAHA Hardware

1x Bass Drum Tom Mount (TH-945)
1x Drummer's Throne (DS-1100) WITH CLOTH SEAT! (VINYL is unacceptable) 1x Single Chain Foot Pedal (FP-8110) or (FP-7210)
1x Hi-Hat Stand (HS-950) (DO NOT GET HS-1000 or HS-1100)
2x Snare Stands (SS-940)
6x Cymbal Boom Stands (CS-845)
1x professional stand alone tambourine
1x professional tambourine that screws onto rod of hi hat stand
1 x drum key
1 x roll of black gaff tape
All toms should have REMO COATED AMBASSADOR heads except BASS DRUM must have a REMO COATED POWERSTROKE head.
BASS DRUM HEAD MUST HAVE HOLE
Drums must be placed on a 8'x8'x6" (15cm height) drum riser with casters.

Larry Grenadier, Acoustic Bass

Larry Grenadier will be bringing his own mic and mic pre. For instances where a bass is required, a professional quality instrument with bridge adjusters, preferably rented from a local bassist rather than backline company.

The following unit will be used as a bass amplifier and must be mounted on a speaker stand.

1. First Choice: Mackie Model #SRM450 powered speaker
2. Second Choice: any equivalent 2 way self powered bi-amped speakers equipped with 12" speaker and 2" horn and a level control from JBL, Peavy, RCF or Electrovoice.

Kassa Overall, DJ

- 1 x 4' x 5' TABLE (Must be stable and sturdy)
- 2 x Stereo Direct Boxes (4 total inputs)
- 2 x Audio monitors
- 1 x Lap top stand
- 1 x Vocal mic

Miscellaneous

- 7 Black Stage Towels
- 7 Music Stand, with lights, if necessary
- 1 Small Table for vocalist water & towel, etc.

Additional information will be provided once the group rehearses.

All electricians, stagehands, lighting and spotlight operators and all other employees required for the performance(s) hereunder, and for any rehearsals or sound checks as required by Artist. Artist reserves the right not to perform if equipment provided by Purchaser does not meet Artist's specifications.