

CHRIS POTTER CIRCUITS TRIO

CONTRACT RIDER

Current: July 2018
(Subject to Change)

RIDER ATTACHED AND MADE FULLY A PART OF CONTRACT DATED _____ BETWEEN **CHRIS POTTER** CONTRACTED THROUGH VISION ARTS MANAGEMENT INC. (HEREINAFTER REFERRED TO AS “ARTIST”) AND _____ (HEREINAFTER REFERRED TO AS “PURCHASER”) COVERING PERFORMANCES ON _____. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS RIDER AND THE CONTRACT TO WHICH IT IS ATTACHED, THE TERMS OF THIS RIDER SHALL PREVAIL.

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:

Vision Arts Management
16 Clint Finger Road
Saugerties, NY 12477
Fax (845) 247 - 8970

Contact:
Louise Holland
Tel: (845) 247- 8969
e-mail: Louise@VisionArtsMgmt.com

Niki Gatos
(845) 247-8969
e-mail: Niki@visionartsmgmt.com

DO NOT MAKE ANY CHANGES WITHOUT PERMISSION FROM ARTIST’S MANAGEMENT.

THANK YOU FOR YOUR COOPERATION.

1. Deposit / Payment

Unless prior arrangements have been made:

As per terms on the cover page of the Contract.

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2. Billing / Other Artists

The correct billing for Artist, applicable in all promotional materials shall be:

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Featuring

James Francies and Eric Harland

The Artist will be given 100% 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. The Purchaser will notify Artist of any other artist(s) that may appear at the same engagement. The Artist reserves the right to approve any opening act. Performance of opening act may not exceed 45 minutes without written approval from the Artist's Manager.

3. Transportation & Hotel

In addition to the agreed airline transportation & hotel accommodations on the face of contract, Purchaser shall provide (at no expense to **ARTIST**) all local transportation needs. This includes airport/hotel/sound check/performance/hotel and return to airport and any promotional events, such as radio, TV, etc. Sufficient vehicle(s) must be provided for transportation of four (4) persons, various instrument cases and personal luggage.

All hotel accommodations will be in a **minimum four-star** hotel near the place of the performance. Purchaser will provide four (4) rooms for the entire length of the engagement including rehearsal days, if any. The rooms should be non-smoking, quiet and away from elevator and ice machine, and be available for check-in upon arrival. Hotel must include high speed internet, restaurant and room service.

All hotel information should be emailed to Vision Arts Management Inc. at niki@visionartsmgmt.com or louise@visionartsmgmt.com no less than **30 Days Prior to the Engagement**.

4. Setup / Rehearsal

On the first day of the performance (for multi-night engagements), the venue will be made available to Artist for technical setup and rehearsal for a **minimum of 45 minutes, up to two (2) hours**. Purchaser will provide the house electrician, house and monitor sound technicians and house lighting technician (all of whom will also be available for the performance), 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 performance space until setup/rehearsal has been completed.

Purchaser will provide all equipment per attached **Schedule A & Stage Plot**. No instruments other than those provided by/for the Artist will be allowed on the stage.

5. Sound / Lighting Requirements

The attached Schedule "A" is made fully a part of this agreement.

Purchaser shall provide at his sole cost and expenses a first-class sound reinforcement system capable of providing an even coverage and distortion free sound levels to all parts of the venue; microphones and

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monitors per attached stage plot and a professional engineer to operate said system for the full sound check and performance. Once Artist has sound-checked, equipment and levels cannot be changed or re-arranged prior to the performance. Artist Representative will work in conjunction with the house sound engineer and have final approval of house sound levels.

All lighting, sound and stage preparations must be completed prior to the arrival of Artist at the venue and not less than four (4) hours prior to doors opening. ARTIST may require up to 2 hours for sound check.

Purchaser shall provide lighting system capable of assorted stage washes and specials for performers.

6. Dressing Rooms / Security / Catering

Purchaser will provide two (2) separate dressing rooms, to be available from artist's load-in until well after load-out, one (1) for the Artist and one (1) for the band. Dressing rooms shall be private, clean, dry, well lit, heated or air-conditioned and shall have a full-length mirror with appropriate lighting and comfortable seating area in each dressing room. Each dressing room shall have a private, clean bathroom, complete with soap, tissue paper, and wastebasket, suitably secured with lockable doors and shall contain the following:

- Garment rack
- One (1) clean bath towel, per person
- Two (2) clean hand towels, per person
- One (1) iron & ironing board, per room
- Bottles of spring water
- Assorted fruit juices
- Assorted sodas on ice
- Assorted teas and hot water
- Coffee (milk, cream & sugar on the side)
- Assorted sandwiches
- Condiments on the side
- Chips & dips
- Assorted cookies and candy bars
- Assorted fresh fruit
- Vegetable platter and crackers
- Clean ice for drinks
- Twenty-four (24) 16 or 20oz. Plastic cups
- Plates, napkins, forks, knives, spoons

In addition to the above, Purchaser will provide **hot meals for four (4) people** on each night of the engagement; all meals should contain an entrée and a healthy variety of side dishes.

NO FAST FOOD !!! Mealtime shall be coordinated with Artist Representative. A catered meal backstage or at a good restaurant near the venue are acceptable.

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.

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7. Ancillary Sales

At no expense to Artist, Purchaser agrees to supply Artist with adequate space and a sales person for the sale of recordings, photos, apparel, souvenir books, etc. at the venue. The Artist retains the sole and exclusive right to sell such material and no other such sales will be permitted at the venue without the expressed written permission of Artist.

8. Use of Artist Name / Interviews

The name/likeness of Artist may not be used or associated, either directly or indirectly, with any product or service without Artist's prior written consent.

Pre-tour interviews will be granted to individuals representing major print or electronic media wherever possible with prior approval of Artist Management. All requests for interviews shall be submitted to Artist's Management in advance.

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 (phone/live) and length of interview

Artist availability for interview cannot be guaranteed. The 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 to NOT commit Artist to any personal appearances, interviews or any other type of promotional appearance without the prior written consent of the Artist or Artist's Manager. Such arrangements shall be made through Artist's Manager.

9. Complimentary Tickets

Upon request, Purchaser will provide Artist with twenty (20) complimentary tickets to be held at the box office under the name, Chris Potter, unless other prior arrangements have been made. Artist comps should be premium quality reserved seating with an unobstructed view of the stage. Unused complimentary tickets may be released one (1) hour prior to performance.

10. Recording / Photography

There will be **ABSOLUTELY NO AUDIO RECORDINGS, VIDEO RECORDINGS OR RADIO BROADCASTS** of the performance unless prior written permission is granted by Artist or Artist's Manager. All unauthorized recording equipment shall be confiscated by Purchaser and held until completion of the performance.

There will be no flash photography during the performance. Non-flash photography will only be permitted with consent from Artist or Artist's Manager and there may be a time limitation imposed upon photographers by the Artist. If such permission is granted, the photographer must provide Artist's Manager with contact sheets and agree to provide Artist with one (1) photograph of Artist's choice gratis, to be used for publicity purposes.

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11. Miscellaneous

Artist has 100% control of the production and presentation of their performance, including but not limited to staging, lighting, sound, wardrobe, emcee, and material.

Purchaser agrees to supply all necessary permits, licenses, and authorizations from any and all government agencies, bureaus, departments, Federal, State, and/or Local governments and to provide immigration clearances if the engagement is to take place outside the United States.

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.

AGREED AND ACCEPTED BY:

PURCHASER

CHRIS POTTER

DATE

DATE

SCHEDULE "A"

Please copy and distribute to all technical personnel SOUND / MUSICAL EQUIPMENT SUPPLIED BY PURCHASER

- a) Purchaser shall provide at no cost to ARTIST all of the following:
A first-class sound-reinforcement system capable of providing even coverage and distortion free sound levels to all parts of the venue, with a minimum of sixteen (16) channels
A monitor system with 3 monitors and 3 mixes
- b) Professional FOH engineer, monitor engineer, lighting operator and necessary crew to operate systems, load-in, set-up and load-out, as well as work with ARTIST and or ARTIST's representative for desired results. Technicians must be present at sound check and performance.
- c) Equipment must be set-up (per attached stage plot) by PURCHASER's crews prior to sound check.

Sax:

- Sax Microphone
 - One RE 20 or One Neumann TLM 103
- Chris is bringing a Roland SP404 sampler. It has a XLR output.
- 110 volt power outlet for the sampler
- Small table to put the sampler on
- Saxophone stand for Tenor Sax
- Saxophone stand for Soprano Sax
- Stand for flute

Piano and Keyboard: James Francies

- A nine foot (9') Yamaha CFX or CFiiiS Grand piano tuned to A440 on day of performance. Sub: Fazioli, Bosendorfer, Steinway D. Please no Baby grand or upright pianos. A piano tuner is to be available at the sound check. A padded, adjustable bench.
- One (1) Korg Kronos 88 keyboard w/ sustain pedal
- Two (2) keyboard stands
- Eight (8) ¼" cables. Two out of the keyboard into the pedal and two from the pedal to the DI's
- One (1) Keyboard Amp
- One (1) Bass Amp
- small table for synth bass

Artist is endorsed by Yamaha and Korg keyboards. Please contact the local representative for instruments. Yamaha: Makia Matsumura, 212-339-9995 x 224 or Mmatsumura@yamaha.com)

- James will bring a Korg Micro Synth Bass, King Korg synthesizer and Lap top.

Drums: Eric Harland

Yamaha Custom Absolute Drum kit with one drum key as follows:

20" Bass Drum – (with hole!)

12" Rack tom

14" Floor Tom

16" Floor Tom

2 x 14" x 5" Snare Drum (2 Snare Drums needed. 1 metal, 1 wood)

5 Cymbal Stands (prefer light weighted)

2 Snare Stands

1 Hi Hat Stand

1 Highly Adjustable Drum Seat

1 Double bassdrum pedal

1 mounted Tamborine (with mount)

Coated Ambassador Drum Heads on the Snare Drum top and clear on bottom

Clear Ambassador Drm Heads on Rack and Floor tom / top and bottom

Bass Drum – The Bass Drum foot pedal side should only have Clear Ambassador and then the regular black Sakae/Yamaha Head on front (20" WITH hole)

One 4' x 6' rug for drum kit