

THE BAD PLUS CONTRACT RIDER
2017-2018

- E11. If State, Local or Amusement tax is to be withheld for this engagement, PURCHASER must furnish ARTIST with an official state or city tax deduction receipt which cites the amount to be withheld.
- E12. ARTIST shall retain the right to cancel and / or postpone this engagement upon written notice to PURCHASER at least ninety (90) days prior to commencement of this engagement should ARTIST enter into a contract prior to such 90-day period for ARTIST's services in motion pictures and/or television.
- E13. ARTIST's obligation to perform shall be excused if ARTIST, or any group member or essential crew, is unable to perform as a result: illness or injury; detention resulting from inability to obtain reasonable modes of transportation; 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.
- E14. ARTIST shall have the sole right to determine, in good faith, whether inclement weather conditions shall render the performance(s) impossible, hazardous or unsafe. Only in the event of the governing municipal authority canceling similar events will inclement weather be considered a force majeure event, and will PURCHASER be relieved from, and no longer be liable for, payment of the contract price.
- E15. Any material breach of this agreement by PURCHASER shall cause the ARTIST to terminate the agreement. If such a breach occurs, PURCHASER shall be obligated to the ARTIST for the full gross billed amount of this Agreement and shall reimburse deposit moneys paid to the ARTIST by this agent as immediate and liquidated damages without prejudice to further recovery by ARTIST.
- E16. **(FOR INTERNATIONAL USE ONLY)** If the contract stipulates payments or deposits are to be made by bank wire, please use the following contact information for current wire info:

International Music Network
Attn: Jen Chabot
278 Main Street
Gloucester, MA 01930
Tel: +1 978 283 2883
Fax: +1 978 283 2894
Email: jen@imnworld.com

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 and are binding.

AGREED AND ACCEPTED:

PURCHASER

ARTIST

DATE

DATE

PURCHASER'S INITIALS

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TECHNICAL REQUIREMENTS

-PLEASE COPY AND DISTRIBUTE TO APPROPRIATE PERSONNEL-

PURCHASER shall provide the following at its sole expense:

A. SETUP / SOUNDCHECK

The venue must be made available to ARTIST for technical setup, sound check, and rehearsal for a minimum of two (2) hours prior to the house being opened to the public. PURCHASER will provide technical assistance for setup and operation of provided equipment as needed and mutually agreed upon by ARTIST. Two (2) stagehands / loaders must be available for ARTIST load-in and setup as well as ARTIST strike and load-out. The audience must not be permitted into the performance area until setup / soundcheck / rehearsal is complete.

B. STAGE

PURCHASER must provide a safely constructed and physically secure stage capable of supporting all equipment and personnel. The stage must be flat, level, free of irregularities and must be accessible from the backstage dressing room area in a manner other than through the audience. Stage must be clear of all cases and unnecessary equipment. Stage must be clean and swept prior to ARTIST Load-in. All cable runs in performance area walkways must be neatly run, taped down and covered. If the engagement is to be outdoors, PURCHASER agrees to provide an adequate covering over the stage and adjacent off-stage areas that will protect the ARTIST and their equipment from the elements. The stage shall be furnished with two (2) Manhasset® or similar music stands. Wind clips must be provided for outdoor concerts. (Folding wire music stands are not acceptable.) Six (6) 500ml bottles of spring water and three (3) dark hand towels -- one per musician -- shall also be provided.

Note: Please refrain from finalizing setup until positioning has been approved by ARTIST or tour manager.

C. ELECTRICAL

PURCHASER must provide AC power and distribution for all equipment. Three (3) separate services are required consisting of one (1) 100 amp three phase service for lighting, one (1) 100 amp three phase service for projection, and one (1) 30 amp three phase service for Sound. **From the Sound service a minimum of one (1) 110-volt, 20 amp circuits must be provided for Stage power.** These circuits must be grounded and regulated and must be supplied with **two (2) movable boxes** (with multiple [4] USA / Edison connectors in each box) for ARTIST provided instruments and equipment.

D. BACKLINE - PURCHASER shall provide the following at their sole expense:

1. DRUMS — Yamaha Maple Custom kit

PLEASE NOTE: It is essential that not only drums but also drum heads are matched to ARTIST spec. See detail below for appropriate drum sizes and heads.

- One (1) **18" bass drum w/ COATED AMBASSADOR HEAD** on both sides. No holes, nothing inside the drum. (Clear heads, Powerstroke heads, or muffled heads will be not accepted under any circumstances)
- One (1) **12" rack tom w/ COATED AMBASSADOR HEAD on batter side.** MUST be mounted on bass drum, never on a stand. (Clear heads, Powerstroke heads or muffled heads on batter side will not be accepted under any circumstances)
- One (1) **16" floor tom w/ COATED EMPEROR HEAD on batter side.** **If Emperor Head is not available, please provide a 14" floor tom with coated Ambassador head on batter side. No Ambassador heads on a 16" floor tom!** The floor tom MUST be on legs, never on a stand. (Clear heads, Powerstroke heads or muffled heads on batter side are not acceptable due to tonal requirements.)

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- One (1) **14" x 5" snare drum w/ COATED AMBASSADOR HEAD.**
- Three (3) **straight cymbal stands** (Yamaha or Premier preferred; no boom stands, please!)
- One (1) quality **kick drum pedal** (Yamaha or DW preferred)
- One (1) quality **hi-hat stand** (Yamaha or Premier preferred)
- Two (2) quality **snare drum stands** (Yamaha or Premier preferred; no DW snare stands, please!)
- One (1) **drum throne** (NO hydraulics, MUST be adjustable)
- One (1) **clean drum carpet** (6' x 6' or 1.5 meter x 1.5 meter; black or gray preferred)

Note 1: If Yamaha Maple Custom series is not available, please substitute exact specs for a Gretsch or Premier drum kit. Professional, high-end models only—no exceptions.

Note 2: Please do not mic the drum kit until final positioning has been approved by ARTIST or tour manager.

2. BASS – Brands/Models listed in order of preference

- **One (1) Professional upright acoustic bass:**
Wooden bass with adjustable bridge (instruments made of plywood are NOT acceptable), and must have either a David Gage **Realist** or Fishman **Full Circle** pickup. NO OTHER PICKUP MODELS ARE ACCEPTABLE. String preferences: E & A: Spirocore (standard or "Weich"), G & D: gut strings (e.g. Velvet "Garbo") or Evah Pirazzi
- **One (1) Neumann KM 184 microphone or equivalent**
- **Amplifier:**
One (1) Bass Amplifier: Eden WT800, Ampeg SVT-3 PRO, or SWR SM900
- **Speaker Cabinet:**
One (1) 4x10" Speaker Cabinet (Eden D410XLT, Ampeg SVT, or SWR Goliath III) plus one (1) 1x15" Speaker Cabinet (Eden D115XLT, Ampeg SVT, or SWR "Son of Bertha")
-or-
One (1) 8x10" Speaker Cabinet (Ampeg)

Note 1: If a 1x15" cabinet is unavailable an additional 4x10" speaker cabinet is an acceptable substitute. This secondary speaker cabinet must be an exact match to the primary 4x10" cabinet (same make & model)

3. PIANO

- One (1) nine foot (9') or seven foot (7') acoustic grand piano, with adjustable bench, subject to ARTIST'S approval (Steinway preferred). A professional tuner should tune to A = 440hz / 442hz (depending on piano's resident pitch) prior to crew and band arrival. If other ARTISTS on the bill share the piano, or if the house is turned for a second performance, the tuner should be available for touch-up prior to the The Bad Plus performance.

Note: Please refrain from finalizing mic setup until positioning has been approved by ARTIST or ARTIST'S representative.

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E. SOUND REQUIREMENTS

The following are minimum requirements for production of the ARTIST. All equipment, especially substitutions of preferred brands, is subject to approval by the ARTIST or ARTIST Representative.

FRONT OF HOUSE SOUND SYSTEM

1. SPEAKER SYSTEM

- High quality professional sound reinforcement system capable of providing clear undistorted sound throughout the venue. The speaker system should be a 3-way system with hi / mid speakers flown whenever possible and sub-woofers on the ground. When available Subs should be controlled by an auxiliary bus. Line Array systems are preferred. (d&b J or Q1, etc.)
- The sound system should be configured in stereo with two (2) 1/3 octave EQs for the mains and an additional 1/3 Octave EQ for Subs when run from an aux bus. Clusters or balcony fills and additional zones should be controlled through console matrix and include 1/3 octave EQs on corresponding sends.

2. MIXING CONSOLE

Please understand that console must be placed in same listening environment as the audience (in the center).

- A digital desk with a minimum of 24 inputs is required. Preferences: Soundcraft Vi6, Vi4, or Vi1, Yamaha PM1D, PM5D, M7CL, Digico SD Series, Digidesign, etc. If you cannot provide a digital desk, please provide an analog desk with VCA's, 4-band parametric EQ for each channel, 48-volt phantom power and a minimum of 8 auxiliary sends
- Two (2) stools should be provided for system tech and engineer

3. SIGNAL PROCESSING

In addition to the 1/3 octave equalizers mentioned in section 1 above:

- Four (4) channels of insertable compression and gates. Preferred: BSS, Aphex, DBX, or similar (not needed if a digital desk is provided)
- Two (2) stereo digital reverbs. Preferences: Lexington 480, Lexicon PCM 81, Yamaha SPX 900, or similar (not needed if a digital desk is provided)
- One (1) Compact Disc player
- One (1) CD or DAT recorder and media to record ARTIST's performance

4. COMMUNICATIONS

- Headset or handheld communication system with stations at light board, projection, fly rail, FOH, and Monitor positions.

STAGE MONITOR SYSTEM

5. WEDGES

- Three (3) sends to three (3) high quality bi-amped monitor wedges. (12" X 2" or 15" X 2") Preferences: d&b, Meyer, or similar. Sixth wedge for Cue system.

6. MIXING CONSOLE

- One (1) 24-channel mix console with 4 band sweepable EQ, capable of discreet monitor mixes and a post-EQ cue system. Preferences: Midas, Soundcraft, etc.

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7. PROCESSING

- Three (3) 1/3 Octave EQs. Each mix must have the equalizer inserted on output so cue system will reflect mix changes. BSS, Klark, White (not needed if a digital desk is provided that has the capability of onboard 1/3 Octave EQs)
- Two (2) high-quality digital reverb for monitors (not needed if a digital desk is provided)
Note: If venue capacity is greater than 500 persons, a separate monitor console and engineer should be employed. If venue capacity is less than 500 persons, monitor mixes may be run from FOH console. In this event the following additions for the front of house equipment will be needed: an 8-channel auxiliary mixing console, four (4) monitor sends with additional 31-band 1/3 octave Graphic EQs for each, and eight (8) XLR splitter (Y-cables) to split channels for monitor channels.

8. MICROPHONES

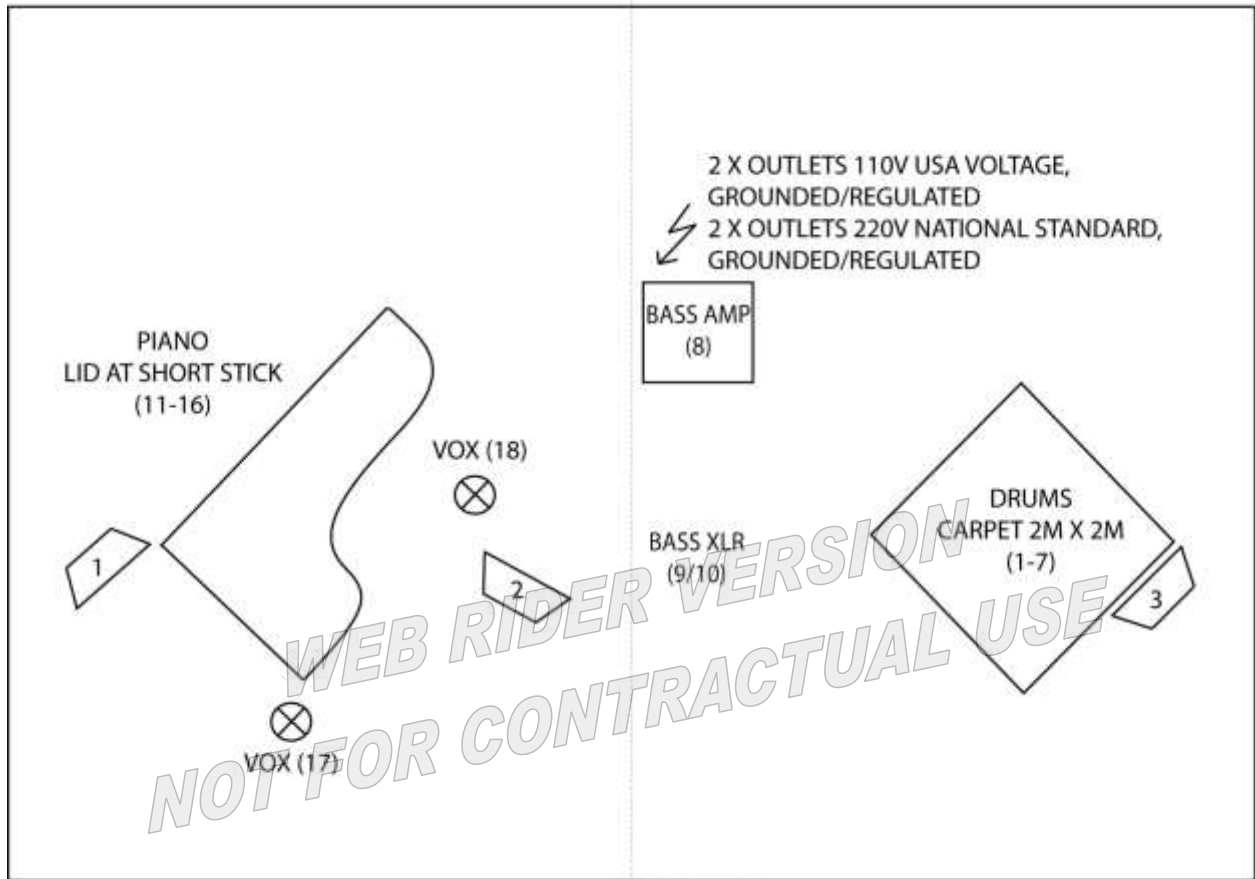
Please see attached input list and stage plot for microphone specifications, microphone stand requirements and placement.

F. LIGHTING REQUIREMENTS

1. Lighting systems vary from venue to venue, so options will be discussed when the performance is advanced. Regardless of lamp size and array, ARTIST requires professional lighting console and one (1) lighting technician with full knowledge of the local system.
2. PURCHASER will make arrangements for all lights not specifically required by local safety ordinances to be turned off or dimmed during performance.
3. **NO FOG, SMOKE or HAZE PLEASE**
Note: Please refrain from finalizing the focus of specials until positioning has been approved by ARTIST or ARTIST'S representative.

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| Channel | Today | Input | Mic | Stand | Insert |
|---------|-------|--------------------------|-------------------------|------------|------------|
| 1 | | Kick | EV ND868 or Beta 52 or | Short Boom | |
| 2 | | Snare | SM 57 | Short Boom | |
| 3 | | Hi Hat | KM 184 or equivalent | Short Boom | |
| 4 | | Rack Tom | Beta98/Sennheiser604 | | |
| 5 | | Floor Tom | Beta98/Sennheiser604 | | |
| 6 | | Overhead L | AKG 414/KSM32 | Tall Boom | |
| 7 | | Overhead R | AKG 414/KSM32 | Tall Boom | |
| 8 | | Bass D.I. | Active D.I.* | | Compressor |
| 9 | | Bass Mic | KM 184 | Short Boom | |
| 10 | | Piano Schertler Lo | Sherbler Pickup* | | |
| 11 | | Piano Schertler Hi | Sherbler Pickup* | | |
| 12 | | Piano Soundhole | SM57 | Tall | |
| 13 | | Piano Mic Lo | AKG 414 | Tall Boom | |
| 14 | | Piano Mic Hi | AKG 414 | Tall Boom | |
| 15 | | Piano Soundboard (from | KSM137 | Small Boom | |
| 16 | | Vocal/Announce Mic (near | SM58 | Straight | |
| 17 | | Spare | SM58 | Straight | |
| 18 | | Reverb Return L | | | |
| 19 | | Reverb Return R | | | |
| | | | * Travels with the Band | | |
| | | | | | |

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I HAVE READ THE ENTIRE CONTENTS OF THIS AGREEMENT, HOSPITALITY AND TECHNICAL RIDER AND STAGE PLOT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

ACCEPTED AND AGREED TO:

PURCHASER

ARTIST

DATE

DATE

Production:

Chris Hinderaker

PHONE: +1 917 455 6615

thebadplustour@gmail.com

Booking:

Jeanna Disney

International Music Network

278 Main Street / Gloucester, MA 01930

PHONE: +1 978 283 2883 / FAX: +1 978 283 2330

jeanna@imnworld.com

PURCHASER'S INITIALS