

DAVE HOLLAND QUINTET

CONTRACT RIDER

Current: February 2007

RIDER TO BE ATTACHED TO AND MADE PART OF CONTRACT DATED _____ BETWEEN **DAVE HOLLAND** (HEREINAFTER REFERRED TO AS "ARTIST") AND _____ (HEREINAFTER REFERRED TO AS "PURCHASER"). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS RIDER AND THE CONTRACT TO WHICH IT IS ATTACHED, THE TERMS OF THE RIDER SHALL PREVAIL.

1. GENERAL PROVISIONS:

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. **DO NOT MAKE ANY CHANGES WITHOUT PERMISSION FROM MANAGEMENT.** Thank you for your cooperation.

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

Contact:
Louise Holland
Phone: (845) 247-8969
e-mail: Louise@visionartsmgmt.com

1. Deposit / Payment

Unless prior arrangements have been made:

- A. The agreed upon deposit must be mailed **as soon as possible** to:
International Music Network, 278 Main Street Gloucester, MA 01930.
- B. All monies due the night of the performance shall be paid in U.S. cash dollars.
- C. All monies shall be paid directly to Artist or Artist's designated representative prior to the final performance.

2. Billing / Other Artists

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

DAVE HOLLAND QUINTET

Featuring: Robin Eubanks, Chris Potter, Steve Nelson & Nate Smith

The Artist will be given 100% headline/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. Purchaser will notify Artist of any other artist(s) that may appear at the same engagement. The Artist reserves the right to appear before or after any other artist (s)' performance and has the right to determine the length of any other artist(s)' performance.

Instrumentation is as follows (**subject to change**):

Musician

Dave Holland
Robin Eubanks
Chris Potter
Steve Nelson
Nate Smith

Instrumentation

Bass
Trombone
Tenor and Soprano Saxophones
Vibraphone
Drums

3. Transportation / Hotel

In addition to the agreed transportation/hotel accommodations in the contract, **PURCHASER** shall provide (at no expense to **ARTIST**) all local transportation needs. **PURCHASER** shall provide said local transportation needs, even in the event that **ARTIST** arrives in a tour coach. This includes airport/hotel/sound check/performance/ hotel and return to airport and any promotional events, such as radio, TV, etc. by two vehicles; one 7 passenger van and one panel truck for the equipment and baggage (or a suitable vehicle to accommodate acoustic bass in a flight case). Transportation between venue over fifty (50) miles may be provided by motor coach, airplane or limousine subject to approval.

All hotel accommodations will be in a **minimum four star** hotel (with high speed internet connection if possible) near the place of the performance, and will consist of one junior suite for Mr. Holland, and seven (7) single rooms (for the band and crew) nightly for the entire engagement, with a telephone and television in each room and a fax machine and a restaurant in the hotel. If hotel accommodations are not included in the contract, Purchaser will make the necessary arrangements for the above, taking full advantage of Purchaser's performer/corporate rates on behalf of Artist.

Hotel information should be faxed to management **AS SOON AS POSSIBLE**. **All hotels are subject to approval by management.**

4. Setup / Rehearsal

On the first day of the performance, the venue will be made available to Artist for technical setup and rehearsal **at least three hours** prior to the first performance. Purchaser will provide the house electrician, house sound technician, house spotlight operator 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 room of the performance until setup/rehearsal is completed. Purchaser will provide all equipment per the attached plot. No instruments other than those provided by/for Artist will be allowed on the stage.

5. Dressing Rooms / Security

Purchaser will provide at least one dressing room adequate for use by seven (7) people during Artist's entire performance. Room(s) shall be clean, dry, well lit, heated or air-conditioned and shall have a mirror and comfortable seating for five persons. Dressing room(s) shall have easy access to clean bathrooms, be locked or suitably secured and shall contain the following:

- 10 clean towels
- 2 gallons non-carbonated spring/distilled water
- 3 bottles of red wine
- 12 bottles of beer
- 2 liters Coca-Cola
- 4 quarts real/100% fruit juice
- 1 liters sparkling water (water with gas)
- 2 loaves of fresh bread
- assorted fresh fruit and assorted salads with dressing separately
- assorted snack foods (cheeses, chips, nuts, crackers)

Purchaser will also provide a vegetarian, fish and chicken (**NO FAST FOOD PLEASE**) hot meal for eight (8) on each night of the engagement. The meal shall include Grilled Fish and/or Grilled Poultry; (no beef); 1 Starch (such as pasta, rice, or couscous); 2 Vegetable dishes; and Fresh green salad, with dressing on the side.

Mealtime shall be coordinated with Artist Representative and shall be in a good restaurant near the venue. Meal vouchers for area restaurants or a catered meal backstage will be acceptable with prior consent from Artist Representative. Any other arrangement regarding meals must be approved by

management.

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.

6. Ancillary Sales

Purchaser agrees to supply Artist with adequate space (and if necessary a sales person) for the Artist or his representative to sell recordings, photos, apparel, souvenir books, etc. at the place of performance. The Artist retains the sole and exclusive right to sell such material and no other such sales will be permitted at the place of performance without the expressed written permission of Artist.

7. Use of Artist Name / Interviews

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

Pre-tour interviews will be granted to individuals representing major print or electronic media wherever possible. All requests for interviews should be submitted to management.

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 (phoner / live)
- Length of interview

Artist availability for interview cannot be guaranteed. 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 that it will not commit Artist to any personal appearances, interviews or any other type of promotional appearance without Artist or Artist's representative giving prior consent. Such arrangements shall be made through Artist's representative.

8. Complimentary Tickets

Upon request, Purchaser will provide Artist with a reasonable number of complimentary tickets.

9. Recording / Photography

There will be absolutely **NO AUDIO RECORDING, VIDEO RECORDING OR RADIO BROADCASTS** during the performance unless prior written permission is granted by Artist or Artist's representative. All cassette recorders, DAT machine or other unauthorized taping equipment shall be confiscated by Purchaser and held until completion of the performance.

There will be no flash photography of Artist during the performance. Non-flash photography will only be permitted with consent from Artist or Artist's representative. If such permission is granted, the photographer must provide Artist's representative with contact sheets and agree to provide Artist with one photograph of Artist's choice gratis, to be used for publicity purposes.

10. Miscellaneous

Artist has 100% control of the performance.

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.

11. Sound / Musical Equipment Supplied by Purchaser

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

12. THE ATTACHED STAGE PLOT IS MADE FULLY A PART OF THIS AGREEMENT.

AGREED AND ACCEPTED BY:

PURCHASER

DAVE HOLLAND

DATE

DATE

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

SCHEDULE "A"

SOUND / MUSICAL EQUIPMENT SUPPLIED BY PURCHASER

One Gallien-Krueger MB150E-III / 112 bass combo
 One 4"X10" Galleon Krueger 410 speaker cabinet
 One professional quality Musser "Pro M55 or M75 Century" Model Vibraphone with bars
 One Muesser M250 Concert Grand Marimba
 One DW drum kit with Coated Ambassador heads one drum key as follows:

20"x16"	bass drum	5 - boom cymbal stands (with several extra felt washers)
10"x10"	mount tom-tom	1- hi-hat stand
12"x 9"	mount tom-tom	1- fully adjustable snare stand
14"x14"	floor tom	1- DW bass drum pedal
5" X 14"	snare drum	1- fully adjustable drum stool heavily padded
22"	ride (SABIAN)	20" crash ride (SABIAN)
20"	flat ride (SABIAN)	16" crash (SABIAN)

One 4' X 6' rug for drum kit.
 Five music stands with concert lights.

All instruments and backline to be set up prior to arrival of artist. Percussion technician to be in attendance for Nate Smith during set up for soundcheck, during concert and assist at break down of stage.
All crew to be experienced with international musicians, to be helpful, friendly and in attendance in auditorium while the Artist is present, and to assist with load in/load out.
If any of crew do not understand English, it is essential that an English speaking assistant will be present.

Paul Bagin-FOH Sound Engineer: HOME 1-631 369 8682 / CELL 1-516 443 7990/ pbpro@optonline.net

Sound Requirements:

PA System:

Must be in stereo. House Console must be in center of theater (**No booths**)

House:

Console: Minimum 24 channels x 8 x 2 – Soundcraft, Yamaha, Crest or comparable

Note: Front of House Console **must** have minimum 6 (six) switchable Pre/Post-fader auxillary sends (for monitors if necessary) and 2 (two) Post-fader auxillary sends for effects.

NO DIGITAL CONSOLES (ie: Yamaha O2R) Digital desks only by agreement with ARTIST Engineer.

Outboard Gear/Effects:

2 – 31 band Graphic Equalizers – Klark Teknik or comparable – for House L & R

NO DIGITAL EQUALIZERS!

8 – BSS or DBX Compressors

1 – Lexicon PCM 70 Digital Reverb

1 – Yamaha SPX 900 Digital Reverb

Monitors:

Can be mixed from Front of House but Front of House Console **must have** 5 (five) switchable Pre/Post – fader auxillary sends for monitor sends.

Or – Monitor Console: minimum 24 channels x 6 sends – Yamaha, Soundcraft, etc.

Minimum 5 separate monitor mixes

5 – Pre-fader mixes

6 – monitor wedges 1 x 15" speaker with horn

5 – 31 band graphic equalizers – Klark Teknik or comparable

NO DIGITAL EQUALIZERS!

Schedule A (continued)

Microphones:

- 1 – SM 58
- 1 – SM 81
- 1 – AKG 451
- 2 – Senn. 421
- 2 – good quality condensers

Please provide:

- 2 – spare condenser mics
- 2 - spare dynamic mics
- 1 – spare Di Box
- 2 – spare monitor wedges
- 2 – Transformers 220v to 110v, min 15 amps each with American plug adaptors

<u>CHANNEL</u>	<u>INSTRUMENT</u>	<u>MIC</u>	<u>MIC STAND</u>
1	Kick	AKG D112	Short Boom
2	Snare	SM 57	Medium Boom
3	Hi Hat	AKG 451	Tall Boom
4	Over Head SL	AKG 451	Tall Boom
5	Over Head SR	AKG 451	Tall Boom
6	Bass DI #1	Countryman DI	_____
7	Bass DI #2	Provided	-----
8	Bass Mic	Provided	-----
9	Vibraphone Low	Provided	Tall Boom
10	Vibraphone High	Provided	-----
11	Trombone	SM7	Tall Boom
12	Tenor Sax	RE 20	Tall Boom
13	Marimba High	414 AKG	Tall Boom
14	Marimba Low	414 AKG	Tall Boom
15	Vocal (Dave)	SM 58	Straight

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