



CONTRACT RIDER

ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for **Beat Music LLC** (who's company, contractors, agents, employees, licensees and designees are hereafter referred to as "PRODUCER") furnishing the services of **MARK GUILIANA JAZZ QUARTET** (hereinafter referred to as "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 PRODUCER. 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 PRODUCER may waive for damages or otherwise.

A. ADVERTISING AND PROMOTION

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

MARK GUILIANA JAZZ QUARTET (100%)

A2. ARTIST is to receive 100% star billing on ALL publicity releases and paid advertisement including without limitations - programs, all electronic media, flyers, signs, newspaper ads, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by ARTIST OR HIS REPRESENTATIVE.

A3. In the condition that PURCHASER is distributing program notes at the performance described herein, only those provided directly by PRODUCER shall be used. The exact copy of these notes may be translated from English to the local language, but only with written authorization by PRODUCER before the final version is printed. All program notes must be approved by PRODUCER prior to publication of the materials – without exception.

A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotional event or appearance without prior written consent from PRODUCER.

B. PRODUCTION, INSURANCE AND PAYMENTS

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 or at a mutually agreeable time. ARTIST requires a minimum one (1) hour sound check after completion of load in and set up. When a tour manager and/or sound engineer travels with ARTIST, set up must be arranged one hour before sound check with ARTIST. Festival producers are required to comply with this policy unless otherwise agreed in writing with PRODUCER.

B2. PURCHASER agrees that there shall be no signs, placards or other advertising materials on or near the stage during the entire performance. ARTIST'S appearance shall not be sponsored by, or in any other way tie-in with, any political candidate, commercial product or business.

B3. There shall be no opening act without PRODUCER's prior written approval.

B4. Audio or visual recordings of rehearsal, sound check or performance shall only be permitted with PRODUCER's prior written consent.

PURCHASER shall not permit and will prevent:

(a). The recording, filming, taping, videotaping or any broadcast of the ARTIST'S performance or any portion thereof without the PRODUCER's written approval. PURCHASER will deny entrance to any person(s) carrying tape or video recording equipment. PURCHASER shall announce such policy prior to performance while making the introductions, as well as to announce that no smoking or cameras are permitted during performance, and such announcement shall stipulate that this policy is that of the venue. PRODUCER must approve any other remarks and all introductions made from the stage.

(b). The manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or performance without PRODUCER's prior written approval. No product, service, or publication utilizing the name or likeness of ARTIST may be produced, sold, or distributed without the prior written consent of PRODUCER.

- B5. In the condition that ARTIST brings merchandise for sale, PURCHASER shall provide qualified sales personnel with a cash bank and receive no greater than 20% commission on the net selling proceeds.
- B6. A representative of the ARTIST shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall be given full access to all box office sales and shall otherwise be permitted to reasonably satisfy himself as to the gross gate receipts, (and expenditures if required) at each performance there under.
- B7. PURCHASER will make available **fifteen (15)** complimentary tickets per show to ARTIST for their sole use. At least ten (10) of these seats must be in the highest category, with seats in a central position. ARTIST will contact the box office no later than one hour prior to the concert in the cm of unused tickets. If this is a compensation bonus or percentage based income then PURCHASER agrees to distribute no more than **thirty (30)** additional complimentary tickets to each show.
- B8. PURCHASER shall indemnify and hold ARTIST, its contractors, agents, employees, licensees and designees harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred, suffered by or threatened against PURCHASER in connection with any claim for personal injury or property damage, brought by or on behalf of any party in connection with the engagement.
- B9. (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 / Country of _____. Policy No. _____ 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 ARTIST, its contractors, agents, employees, licensees and designees as additional insured parties for the full period of the engagement, including any rehearsal period and post production periods.

- (c) All premiums for such insurance shall be paid on a timely basis by PURCHASER, who also hereby indemnifies and agrees to defend and hold harmless ARTIST and its contractors, agents, employees, licensees and designees 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 ARTIST and its contractors, agents, employees, licensees and designees from and against any and all loss, damage and/or destruction occurring to its and/or its contractors, agents, employees, licensees and designees instruments and equipment at the place of the engagement, including but not limited to, damages, loss or destruction caused by Act of God. The insurance liability of the ARTIST shall be limited only to claims from its employees and does not apply to the PURCHASER'S employees.
- (d) The PURCHASER further warrants and represents that it maintains at all times, during the term 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, lighting suppliers and sound suppliers. The said certificates must be presented to the PRODUCER upon request.
- B10. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and PRODUCER 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.
- B11. 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 Commonwealth of Massachusetts. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in The Commonwealth of Massachusetts.
- B12. 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 PRODUCER.
- B13. 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. PURCHASER also agrees to secure any and all immigration clearances if concert is held outside of the United States and bear any costs incurred, including but not limited to application fees, consular fees, duplication, couriers and expediting agents.
- B14. If State, Local or Federal Tax is to be withheld for this engagement, PURCHASER shall furnish PRODUCER with a copy of the tax law dictating this policy. This copy must be returned with the signed contracts for this engagement. PURCHASER must also furnish PRODUCER with an official documentation requiring tax deduction receipt claiming the amount to be withheld on the night of the performance. Any tax paid must be documented by official receipt and forwarded to PRODUCER no later than 30 days from receipt.

- B15. ARTIST'S obligation to perform shall be excused if ARTIST, or any of his group or essential crew, is unable to perform as a result of 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. Notwithstanding anything contained herein, inclement weather shall not be deemed a Force Majeure occurrence, except by act of civil authority, and PURCHASER shall remain liable for payment of the full contracted guarantee, even if the performance(s) called for herein are prevented by such weather conditions. PRODUCER shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.
- B16. PURCHASER agrees that PRODUCER may cancel the engagement hereunder by giving PURCHASER written notice thereof at least forty-five (45) days prior to the commencement of engagement if ARTIST shall be called upon to render services in connection with motion pictures or television if engagement hereunder conflicts therewith.

C. TRAVEL AND HOSPITALITY REQUIREMENTS

- C1. PURCHASER shall provide travel, hotel, dressing room, catering and all other required hospitality at PURCHASER'S sole expense and at no cost to the ARTIST. Travel and hospitality requirements contained in attachment(s) hereto become a part thereof.

D. TECHNICAL AND SOUND REQUIREMENTS

- D1. PURCHASER shall provide backline, sound, lights, and all other required equipment at PURCHASER'S sole expense and at no cost to the ARTIST. Technical and sound requirements contained in attachment(s) hereto become a part thereof.

**This Agreement shall be effective only when signed by PURCHASER and returned to ARTIST'S booking agency.
All attachments and addendum are considered a part of this contract rider and are binding.**

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

C. TRAVEL AND HOSPITALITY REQUIREMENTS

PURCHASER TO PROVIDE AND PAY FOR:

GROUND TRANSPORTATION for a minimum of five (5) personnel (four band/one crew) plus luggage and instruments/instrument cases between airport, hotel, concert venue, and return to airport upon departure.

We require a FULL SIZED LUXURY SUV or a luxury van with extended cargo area.—SCHEDULING MUST BE APPROVED BY ARTIST’S MANEGEMENT PRIOR TO BOOKING.

HOTEL ACCOMMODATIONS, PURCHASER shall provide the number of rooms agreed upon in Section 5 of the contract face. All rooms must be nonsmoking king single rooms with a large bed (no double bed) in a minimum of a 4-star hotel (with a full gym, wireless internet, and air conditioning, etc) in. The room shall be available until the day after the performance with the ARTIST to comply with check-out times and hotel rules. The PURCHASER shall not be responsible for any extra charges during the stay of the ARTIST. Please, try to arrange an early check-in when the transport schedule makes it necessary.

Hotel recommendation (Please provide two):

Name _____ URL _____

Name _____ URL _____

DRESSING ROOMS SUFFICIENT FOR FOUR PERSONNEL preferably two well furnished rooms with easy access to clean and private lavatories. Towels shall be provided for ARTIST'S use in dressing rooms and on stage.

SECURITY shall be provided at all times to insure the safety of the ARTIST'S personal instruments and personal property from the beginning of load-in to completion of load-out. The entire stage and backstage must be kept free of all non-critical personnel before, during, and following the performance.

HOSPITALITY

Upon arrival at the venue, please provide refreshments in quantities sufficient for five (5) persons. BAND REQUESTS (AND APPRECIATES) THAT ALL FOOD AND BEVERAGE ITEMS SERVED BE NATURAL, FRESH AND AS FREE FROM PROCESSING AS POSSIBLE

Beverages consisting of:

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|--|-----------------------|
| Fruit juices | Soft Drinks |
| Perrier (or equivalent) | Evian (or equivalent) |
| Ice | |
| <u>Fresh brewed hot coffee and Espresso Machine with adequate capsules</u> | |
| skim milk (or 2% if skim is not available; no cream) | |
| Fresh hot tea with lemons and sugar | |

- | | |
|-----------------------------|-----------------------|
| Whole wheat & French breads | Vegetables & fruits |
| Hummus | A high quality Scotch |
| Assorted Cheeses | Premium local beer |

All necessary condiments and tableware. All food must be set up in a separate dining area accessible to musicians only.

HOT MEAL after sound-check or after performance (ARTIST'S preference) to serve five (5) persons. Dinners should be fresh, high quality food consisting of chicken or fish, and vegetarian with a choice of potatoes, rice, pasta, vegetables, salad, and beverages.

D. TECHNICAL AND SOUND REQUIREMENTS

Purchaser shall provide the following band equipment at his sole expense and at no cost to the ARTIST.

Stage size to be no less than 25 ft (10m) wide by 20 ft (7m) deep and COMPLETELY EMPTY except for the required backline listed below. Professionally qualified technical staff for all lighting and sound systems, under the sole direction of ARTIST from load-in and sound check through performance and load-out, shall be required. PURCHASER'S representative to be available from load-in through sound check, and must have the authority to act and make decisions on the PURCHASER'S behalf.

BACKLINE

PIANO

- One (1) optimally prepared and conditioned seven foot (7') GRAND PIANO (Steinway, Yamaha or Bosendorfer only) tuned to A440 pitch prior to sound check and thereafter as necessary

ACOUSTIC BASS

- One (1) Upright Double Bass: 3/4 size, carved top and back (no plywood), adjustable height bridge, GAGE REALIST pick-up, steel wound strings
- One (1) Bass Bow (French grip)
- One (1) GK MBS 150S Bass Amplifier (or equivalent)
- One (1) Avalon U-5 Class A High Voltage DI Box
- Two (2) 10' (3m) instrument cable (1/4" / jack)
- One (1) mic (Electrovoice RE-20 or equivalent)

DRUMS

Note: Artist is endorsed by Gretsch drums, Sabian cymbals, Vic Firth sticks & Evans drum heads.

- **Gretsch (Brooklyn Series)** 2nd choice: Yamaha Maple Custom Absolute
- 18" kick (must be 18"!)
- 14" snare drum
- 12" rack tom
- 14" floor tom (with legs)

- **All with EVANS G1 coated drum heads. (2nd choice: Remo Coated Ambassador)**

- **Hardware: Yamaha**
- Two (2) cymbal stands
- One (1) hi hat stand
- Two (2) snare stands
- One (1) bass drum pedal
- One (1) drum throne
- One (1) drum rug
- One (1) Talkback vocal mic

SAXOPHONE

- One (1) Saxophone Stand

LIGHTING SYSTEM

Highest professional quality stage, lighting system with a standard assortment of bright colored gels on independently controlled instruments, to be operated by professionally qualified technicians under the sole direction of ARTIST or Artist representative during sound check and performance.

SOUND SYSTEM

A sound check is mandatory. A house electrician and sound engineer must be available throughout the entire sound check and performance. Sound system must be operable at least three (3) hours prior to doors opening and available for sound check.

ARTIST must have sound check as late as possible prior to opening of venue to audience. If there are other bands on the show, then ARTIST is to have the last sound check.

A concert sound system of sufficient size, sophistication, and quality to deliver to all members of the audience (including sound reinforcement to balcony if any) an amplified blend of ARTIST'S music (including all instruments) free of distortion, feedback, and extraneous noises to the satisfaction of the ARTIST or the ARTIST'S representative. Said sound system must consist of the following:

P.A.

A high quality multiway active sound system which must produce 100 DB SPL average level at the mix position. It will have a flat response from 20Hz to 20KHz. P.A system (preferably Heil Acoustic, Meyer, EAW, D&B, CLAIR BROTHERS...) In theaters or large halls, the sound system should be complemented with delay stacks to produce same sound pressure level in all audience seats. These delay stacks should be from the same manufacturer as the P.A. and should be rigged from the ceiling to reach the balconies. There should also be front fills to insure correct coverage of the first rows of the hall.

FCH

1. Console:

Must be high end. A minimum of sixteen (16) inputs with sweepable EQ, 6 pre-post auxiliary sends. The mixing desk should be placed in the center between the left and right PA stacks at 2/3 of length of the venue. The mixing position should be on the same level as the audience and never in a booth.

2. Drive rack:

Active crossovers, or drive units pertaining to PA. one (1) stereo 1/3 octave EQ. All delay stacks will have their own 1/3 octave EQ, located at the mixer and will be sent from the desk through matrix. All master outputs must have the possibility to be delayed.

3. Processing rack:

one (1) T.C Electronics M 6000 -M 5000, Lexicon PCM 91 (or 90) or better, one (1) CD player, one (1) talk back mic to stage.

MONITOR SYSTEM

Monitors shall be mixed from the stage whenever it is possible. Console must be of professional quality and have a minimum of 16 Input, 4 band FULLY parametric EQ (with Q) for each channel, 48 volt phantom power and a minimum of 6 aux sends.

Five (5) 15 inch woofer with 1 or 2 inch horn monitors. Prefer Clair Brother, L acoustic, Meyer, D&B, Martin. ALL MONITORS MUST BE OF THE SAME MODEL. Passive crossovers are fine. Bi-Amplified are acceptable but not necessary

MICROPHONES

Professional quality microphones with stands with long telescopic booms as follows:

- Two (stereo pair if possible AKG 414 for Piano) or similar professional quality mics.
- Two (2) Beta 98S (w/gooseneck) mics for the toms.
- Two (2) SM57s for the snare
- One (1) AKG 535 for piano hole (SM57 alternative)
- One (1) AKG D112 mic or equivalent for kick
- One (1) AKG CK 1, C451 mic for Overheads.
- One (1) SM58 for Talk mic
- One (1) Re20 or AKG D112 for micing Bass (not cabinet)
- One (1) Senheiser MD441, MD421 or Re20 for saxophones
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AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

INFORMATION LIST

The following information list is to be returned with the contracts

1) DATE OF PERFORMANCE _____ CITY _____

a. Name of venue _____

b. Address _____

c. Production Phone # _____

d. Production Email _____

2) Name and Contact info. for PRODUCTION MGR _____

3) Name and Contact info. for TECHNICAL DIR. _____

4) Name and Contact info. for SOUND ENGINEER _____

5) Name and Contact info. for MARKETING DEPT _____

6) Name and Contact info. for ARTIST SERVICES _____

7) STAGE DIMENSIONS: Depth _____ Width _____

Height : Stage to Ceiling _____

Height : Stage _____

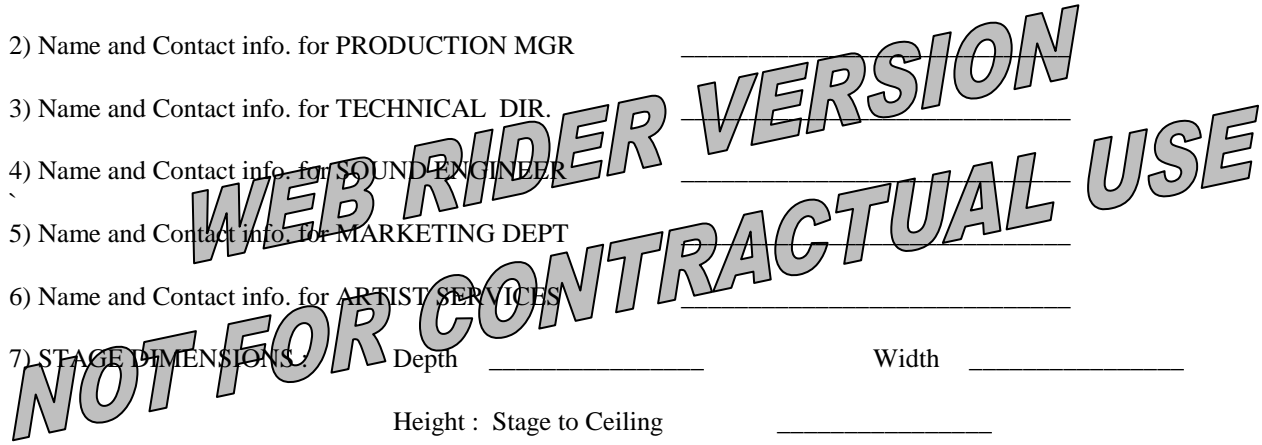
8) Time of Performance _____ Time of Soundcheck (if scheduled) _____

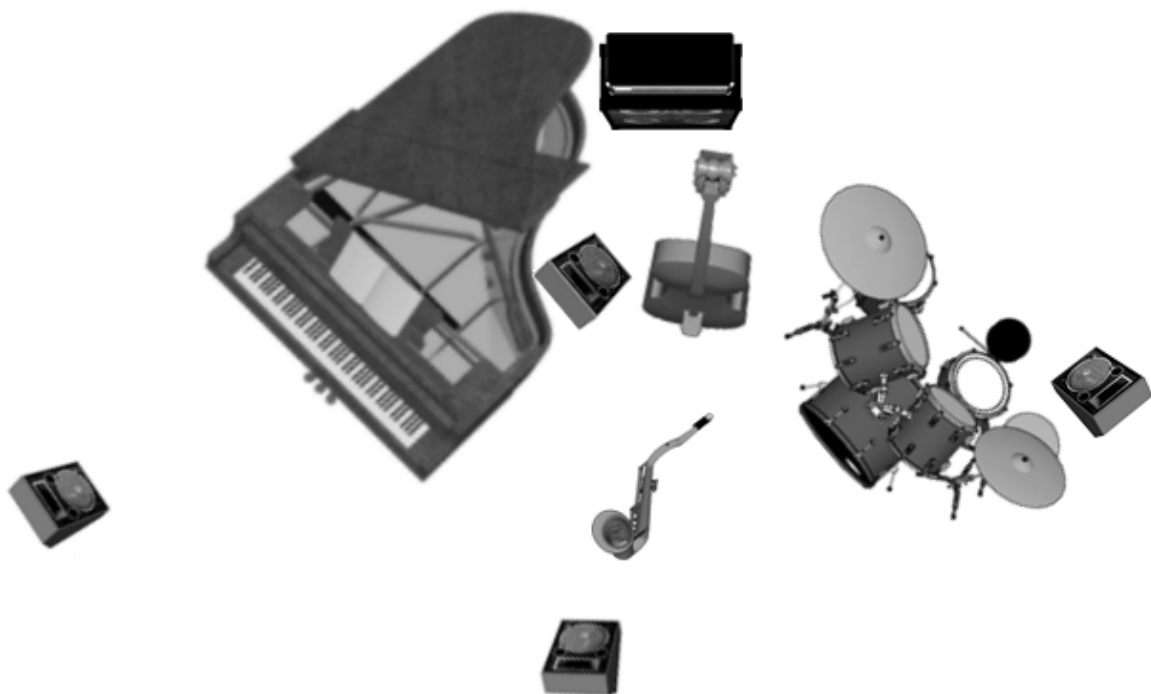
9) Other bands playing after ARTIST _____

 Their Show and S/C times _____

10) Please provide detailed information regarding loading dock / backstage door for arrival of ARTIST on back of information sheet.

Please send / fax Technical Information and Artist Guide if available. A map of the area is also MOST HELPFUL. THANK YOU IN ADVANCE FOR HELPING TO MAKE THE SHOW A GREAT SUCCESS!





Mark Guiliana Jazz Quartet Input List

1	BD	One (1) AKG D112 mic or equivalent for kick
2	SD	One (1) SM57 for the snare
3	SD	One (1) SM57 for the snare
4	OH L	One (1) AKG CK 1, C451 mic
5	OH R	One (1) AKG CK 1, C451 mic
6	Toms	Two (2) Beta 98S (w/gooseneck) mics for the toms.
7	Bass (acoustic)	DI
8	Bass mic	Re20 or AKG D112
9	Piano Left	AKG 414 or similar
10	Piano Right	AKG 414 or similar
11	Piano Hole	AKG 535 (or SM57)
12	Saxophone	One (1) Senheiser MD441, MD421 or Re20
13	Talk mic	SM 57