

ANN HAMPTON CALLAWAY

Symphony Engagements

CONTRACT RIDER

Current: OCTOBER 2011

RIDER TO BE ATTACHED TO AND MADE PART OF CONTRACT DATED _____ BETWEEN ANN HAMPTONCALLAWAY, INC. CONTRACTED THROUGH _____ (HEREINAFTER REFERRED TO AS “ARTIST”) AND (HEREINAFTER REFERRED TO AS “PROMOTER”) COVERING PERFORMANCES ON _____.

1. Deposit / Payment

Unless prior arrangements have been made:

A. The agreed upon deposit shall be Made payable to and mailed **TED KURLAND ASSOCIATES**, upon the signing of the contract.

B. The balance of the Artist’s fee, in the form of a CHECK, shall be due on the night of the performance and made payable to: **ANN HAMPTON CALLAWAY, INC.** (Fed. I.D.#13-394-2120). Check must be given to Artist or Artist’s Representative at SOUND CHECK.

2. Billing / Other Artists

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

ANN HAMPTON CALLAWAY

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. Local Manager 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 Artist Manager.

3. Artist Contact:

Brett Steele
Rainmaker Music Management, Inc.
400 N. Ashley Drive, Suite 2600
Tampa, FL 33602
Phone: 813/712-8712
Fax: 615/257-1646
brett@rainmakermanagement.net

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4. Instrumentation

When performing with an orchestra, Ms Callaway requires the orchestra to be augmented with a Big Band Section. Artist will provide Pianist but Promoter agrees to provide the following:

- 5 Saxophones— 2 Tenor (1 lead), 2 Altos (1 lead), 1 Baritone
- 4 Trombones (3 Min are required) 1 lead
- 4 Trumpets (1 lead)
- Bass, and trap/jazz Drums
- Guitar OPTIONAL

5. Transportation

In addition to the agreed airline transportation & hotel accommodations on the face of contract, PROMOTER 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. Artist and Band Members shall be transported by **limousine** and a Local Manager shall provide a cargo van or suitable vehicle to accommodate acoustic bass in a flight case, other instruments and luggage.

6. Hotel

All hotel accommodations will be in a **minimum four star** hotel near the place of the performance. Promoter will provide One (1) Suite (for Ms. Callaway) and Two (2) Single Rooms (for the accompanist, and crew, if necessary) for the entire length of the engagement including rehearsal days, if any. Hotel must include a fax machine and restaurant with room service.

All hotel information should be emailed to Brett Steele /Rainmaker Music Management at brett@rainmakermanagement.net no less than **90 Days Prior to the Engagement**.

7. 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 at least three hours prior to the first performance. Promoter 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 performance space until setup/rehearsal is completed. Promoter will provide all equipment per the attached Schedule A (PAGE 6).

8. Sound / Musical Equipment Supplied by Promoter

The attached Schedule “A” (PAGE 6) is made fully a part of this agreement.

- A professional sound augmentation system, capable of providing clear, undistorted evenly distributed sound throughout the audience area; microphones and monitors and a professional engineer to operate said system for the full sound check and performance.

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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.

- A separate sound system for stage monitoring with a professional engineer to operate it. [A total of six (6) floor monitors (three (3) for downstage artists, and three (3) for Big Band section) and a minimum of four (4) mixes are required.]
- 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 2 hours for sound check.

9. Lighting Design

Promoter to provide general stage lighting with 3 color and 3 area washed [R68, R62, R339, R22, R09, Clr] and 1 spotlight [R114, L110, R33, R60].

10. Dressing Rooms / Security / Catering

Promoter will provide 2 dressing rooms (One (1) for Ann Hampton Callaway and One (1) for Accompanist) during Artist's entire performance. Dressing rooms shall be clean, dry, well lit, heated or air-conditioned and shall have a mirror with appropriate lighting and comfortable seating in each dressing room. Each dressing room shall have private, clean bathrooms. Rooms must suitably secured and equipped with lockable doors and shall contain the following:

- (2) clean bath towels
- (3) clean hand towels
- iron and ironing board
- (6) individual Poland Spring small water bottles
- (1) liter of low sugar organic Cranberry juice mixture
- (1) liter of salt-free club soda/seltzer
- Assorted Herbal teas and hot water
- Assorted fresh fruit (include berries, cantaloupe, papaya, watermelon), vegetable crudite and bran multi-grain crackers and humus preferably garlic
- (3) Protein bars, low sugar preferably chocolate/peanut butter flavored.
- Hot decaffeinated coffee with Splenda and 2% milk available
- Coffee, preferably Starbucks, and 2% milk with sugar substitute (Truvia, Stevia or Splenda)
- (2) Diet Dr. Peppers and (2) Diet Cokes

In addition to the above, Purchaser will provide low fat meals **Seafood/Beef/Chicken hot meals** for Three (3) people (2 artists + Ms. Strand, Ms. Callaway's assistant) on each night of the engagement. At least one meal should not be seafood (for Ms. Strand). NO FAST FOOD PLEASE. Mealtime shall be coordinated with Artist Manager. Meal vouchers for area restaurants will be acceptable with consent from Artist Manager.

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with Artist Representative. Meal vouchers for area restaurants will be acceptable with consent from Artist Manager.

Promoter 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.

11. Ancillary Sales

At no expense to Artist, Promoter 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.

12. 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.

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. Promoter agrees that it will 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.

13. Complimentary Tickets

Upon request, Promoter will provide Artist with twenty (20) complimentary tickets to be held at the box office under the name, Ann Hampton Callaway. Unused complimentary tickets may be released one (1) hour prior to performance.

14. 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 cassette recorders, DAT machines or other unauthorized taping equipment shall be confiscated by Local Manager 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. 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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12. Cancellation/ Force Majeure

Artist's obligation to perform hereunder shall be excused if Artist, or any of Artist's group's 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 further obligation to the other.

13. Remedies

In the event of any claim or controversy arising out of or relating to the Agreement or its breach, any legal proceeding shall be instituted and maintained in a court of competent jurisdiction in New York, NY, and the parties agree said court shall have personal jurisdiction over them. The Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

13. Miscellaneous

- A. Artist has 100% control of the performance
- B. 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.
- C. Purchaser shall provide Artist's Manager with ORIGINAL copies of all press releases, fliers, posters, articles and reviews pertaining to said performance.
- D. All terms and conditions of this rider are specifically accepted by Purchaser unless waived by Artist or Artist's Manager. Such waiver shall only be effective if initialed by Artist and/or Artist's Manager and Local Manager.

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 ARTIST'S MANAGEMENT.**

Thank you for your cooperation.

AGREED AND ACCEPTED BY:

PROMOTER

DATE

ANN HAMPTON CALLAWAY

DATE
Brett Steele
Rainmaker Music Management
400 N. Ashley Dr., Suite 2600
Tampa, FL 33602
Tel: (813) 712-8712 Fax: (615) 257-1646
E-mail: brett@rainmakermanagement.net

SCHEDULE “A”

Please copy and distribute to all technical personnel

SOUND / MUSICAL EQUIPMENT SUPPLIED BY LOCAL MANAGER

- One (1) Steinway Grand Piano tuned to A440
- Wireless Handheld Vocal Mic with (1) Beta 58 Boom Stand on upstage side of piano
- One (1) Bass Amp. Model: TBA
- One (1) Drum Kit. Model TBA
- One (1) Tall Black Stool
- One (1) Small Table with Bottled Drinking Water, Stem Glass, set list and list of soloists
- Non-folding Manhasset Music Stands w/lights (If outdoor performance, music clips are required) for each member of the rhythm section except piano
- One (1) Chair nearby for pianist when Ms. Callaway plays piano
- One (1) Chair nearby for pianist when Ms. Callaway plays piano
- Pad of paper and pen on piano for Ms. Callaway’s improvisation

Additional Audio Equipment /Requests for Orchestra Concerts:

- Drum Microphones:
 - A) Bass Drum Mic (EV RE 20, AKG D-112)
 - B) Drum Overheads (SM81’s in an XY placement)

Additional Monitor Mixes for Orchestra and Big Band:

- Conductor-1 Wedge
- Horn Section – 2 Speakers on Tripod Stands Positioned to Cover Entire Section
- 2 Monitor Wedges for Ms. Callaway

**A piano shall be made available 2 hours per day for practicing/warm-ups.

NOTE: The Big Band section needs to have their own monitors placed directly in front of the saxophone section. Three (3) monitors minimum.

Additional Preferred Lighting for Orchestra Concerts

- Computerized lighting board with a minimum of 24 submasters.
- Two (2) spotlights, or specials for sax, trumpet and trombone soloists.
- Three (3) color wash (R 68, R339, R22) for orchestra.
- Orchestra shell lighting (for example a 3 color wash using cys or shins).

ANN HAMPTON CALLAWAY
SYMPHONY+ BIG BAND PLOT

