

Christian McBride Trio Tour Rider

ADVANCING DATES OR QUESTIONS

Management, Production, Tour, Press & Travel:

GuessWorks
945 Liberty Avenue, 4th Floor
Pittsburgh, PA 15222
(212) 863-9824
cheryl@guessworks.org

Hi-Rez press photos of Christian can be downloaded at:

http://media.mackavenue.com/artists/detail/category/christian_mcbride

Current bio can be downloaded at:

<http://christianmcbride.com/bio.html>

THIS RIDER IS HERewith ATTACHED TO AND MADE PART OF THE CONTRACT DATED _____, BY THE MCBRIDE COMPANY, INC., PROVIDING THE SERVICES OF CHRISTIAN MCBRIDE AND INSIDE STRAIGHT (HEREINAFTER REFERRED TO AS ARTIST AND _____, HEREINAFTER REFERRED TO AS THE PURCHASER, FOR THE SERVICES OF THE ARTIST.

BILLING

ALL BILLING MUST READ: **CHRISTIAN MCBRIDE TRIO**

NO OTHER BILLING IS ACCEPTABLE!! PLEASE DO NOT ADVERTISE YOUR ENGAGEMENT AS CHRISTIAN MCBRIDE. This pertains to MARQUEES, PRINT ADS, RADIO SPOTS, TICKETS....EVERYTHING.

GROUND TRANSPORT

If the ARTIST so determines that he needs ground transportation, Purchaser agrees to provide such transportation at his sole cost and expense. Purchaser will provide one 15 passenger van (with the front bench taken out) to accommodate 4 people, equipment (including an acoustic bass in a hard case) and 10 large pieces of luggage. Transportation must be provided as follows:

- Pick up at airport
- Bring to hotel
- Hotel to concert site
- Concert site back to hotel
- Hotel to the airport

ARTIST will provide purchaser with airline and ground pick up/delivery schedules.

PURCHASER is responsible for any overweight baggage charges over \$100

IF PURCHASER FAILS TO SHOW UP ON TIME WITH THE PROPER VEHICLES AND ARTIST IS FORCED TO FIND OTHER SUITABLE TRANSPORTATION, PURCHASER WILL PAY AT HIS SOLE COST AND EXPENSE FOR ALL TRANSPORT COSTS INCURRED BY THE ARTIST.

HOTEL ACCOMMODATIONS

If PURCHASER is providing HOTEL ACCOMMODATIONS, A four –star hotel with a minimum of (1) Suite and (3) single rooms with king size beds must be provided. The rooms shall be available until the day after the performance with the ARTIST to comply with checkout times and hotel rules. The PURCHASER shall not be responsible for any extra charges during the stay of the ARTIST.

A. SOUND REQUIREMENTS

A1. PURCHASER shall provide at his sole cost and expense a first-class 'stereo' sound reinforcement system capable of providing even coverage and distortion free sound levels of no less than 110dB spl to all parts of the venue. Front of House mix position should be physically secure and on the main floor with audience members and as near to center house as possible. System shall include but not be limited to:

A2. Two (2) full range speaker enclosures plus two (2) sub woofers for every 200 seats. Enclosures should contain but not be limited to 1 x 15" low frequency driver, 1 x 2" mid frequency compression driver, 1 x 1" hi frequency compression driver or similar. Sub enclosures should contain but not be limited to 1 x 18" sub woofer or similar. EAW or Meyer preferred.

A3. A forty (40) input front of house mixing console with Four (4) band equalization per channel (e.q. must include a minimum of two (2) sweepable bands). Console should include eight (8) auxiliary sends and eight (8) sub-groups. Midas XL3, Yamaha PM 4000 preferred.

A4. A minimum of two (2) 1/3 octave equalizers. One (1) channel of 1/3 octave equalization should be used on each return to the stage for House Left and Right. Additional 1/3 octave equalizers should be used for each return to center clusters, balcony fills, or delay systems. BSS, KT preferred.

A5. Three (3) digital multi-effects processors. Lexicon PCM-80, Yamaha SPX 900 or SPX 1000 preferred.

A6. Four (4) noise gates and four (4) comp/limiters. BSS, Drawmer, Aphex preferred

A7. One (1) CD or DAT recorder/player and One (1) CD player.

A8. All necessary cables and hardware for above systems.

B. MONITORS REQUIREMENTS

PURCHASER shall provide at his sole cost and expense a first-class stage monitoring system. System shall include but not be limited to:

B1. A Twenty-Four (24) channel(minimum) 'on-stage' monitor console with four (4) band equalization per channel (e.q. must include a minimum of two (2) sweepable bands). Console should have eight (8) monitor sends and 'Cue' mix with faders on each channel. Yamaha PM 4000-M, Soundcraft SM-24 preferred.

- B2.** Monitor system shall include four (6) bi-amped floor wedges and one (1) matching cue wedge.
- B3.** Monitor system shall include four (5) 1/3 octave equalizers to be inserted on the monitor sends. BSS, KT preferred.
- B4.** Monitor system should include one (1) digital multi-effects processor. Lexicon PCM-80, SPX 900 preferred.
- B5.** An assortment of high quality microphones (see attached input list).
- B6.** An assortment of high quality boom and straight microphone stands (see attached input list).
- B7.** Stage power distribution for all equipment including extension cables and multiple outlet boxes for US three prong plugs as necessary. Voltage for Artist's equipment should be regulated 117 Volts AC United States.
- B8.** All necessary cables and hardware for above systems.
- B9.** Eight direct boxes for inputs. 2 active and 6 passive.

C. LIGHTING REQUIREMENTS

PURCHASER shall provide at his sole cost and expense a first-class professional lighting system capable of assorted stage washes and specials for performers.

D. PERSONNEL REQUIREMENTS

- D1.** PURCHASER and/or Purchaser's representative agrees to be present and available for consultation from Artist's load-in through load-out on the day of the performance and shall provide at his sole cost and expense production personnel as follows:
- D2.** Experienced, professional sound, lighting and stage crews familiar with the operation of above systems; assisting with load-in, set-up, operation and load-out; as well as working with artist and/or artist's crew for desired results. Stage crew should be familiar with venue and any in-house equipment used.
- D3.** A minimum of two (2) persons to be used by artist's crew for loaders, both at artist's load-in and load-out time.
- D4.** One (1) runner who is familiar with the local area and has access to transportation, should be available for artist's needs from load-in through load-out.

E. BACKLINE REQUIREMENTS

PURCHASER shall provide at his sole cost and expense instruments, amplification and accessories to include the following. Please advance with tour manager as we may be bringing some of the equipment. **FOR EUROPE: PLEASE PROVIDE 2 STEP DOWN CONVERTERS (220V~110V United States with three prong plug availability).**

E1 KEYBOARDS Acoustic Grand Piano, (minimum 7'; Steinway, Yamaha or Fazioli,), tuned to A440, AFTER piano has been moved into position onstage, preferably between soundcheck and show. Baldwins and Kawais are unacceptable.

E2. BASS AMP & HEAD One (1) Epifani 1 x 12 Speaker Cabinet and One (1) Epifani 502 head. (Epifani 4 x 10 and/or Epifani 902 head may be substituted). **Alternatives:** One (1) Eden 4 x 10 bass amp cabinet with Traveler 800 watt head. Second alternative choice is One (1) Gallien-Krueger 800RB head and one (1) SBX series 4x 10 Speaker cabinet.

E3. DRUMS: Brand: (Gretsch)

Sizes: PLEASE NOTE THE DIMENSIONS OF THE DRUMS (BOTH OF THEM)!!!!!!

Gretsch New Classic or Vintage

B.D – 18 X 14 (No Hole In B.D Head)

Floor Tom w/ legs -14 x 14, **NOT Mounted On A Stand.**

Tom – 12 x 8 with Bass Drum Mount (Or provide an extra snare stand to mount it)

Snare – 14 x 5 1/2 or 6 (I bring my own)

Hardware - Gibraltar

1 Drum Throne

1 Snare Drum Stand

4 Straight Cymbal Stands (Single Brace)

1 Hi Hat Stand 1 Foot Pedal (With no bulky footboard, and a felt beater. Preferably Gibraltar)

1 Drum Rug

2 Boom Microphone Stands (Ulysses brings his own Overhead Microphones)

All cymbal stands must have felts and cymbal sleeves, no duck tape on cymbal rods please.

Heads - Remo

New or Moderately Used

Remo Coated Ambassadors on Toms and Snare (No Snare Drum heads w/ Powerstroke, Power Dot, or reinforcement rings)

Remo Clear Ambassadors on Bottom Heads (No tape on Toms or Bass drum)

Remo Coated Ambassador Bass Drum Batter Side

Gretsch Logo Head with NO hole in it, or Remo Coated Ambassador on Front of Bass Drum. (If the logo head is not Gretsch, please tape and cover it w/Black Tape.)

Ulysses exclusively plays & endorses Remo Drum Heads, Craviotto Snares, Earthworks Microphones, Gretsch Drums and Gibraltar Hardware.

Gretsch/Gibraltar Contact: Kim Graham /Kim.Graham@kmcmusic.com

Craviotto Contact: Joe Kenny/ jkenny@craviottodrums.com

Remo Contact: Matt Connors/ mconnors@remo.com

Earthworks Contact: Kim Hilton/ kim@earthworksaudio.com

E4. One (1) 6' x 6' foot drum rug.

E5. All necessary cables and hardware for all the above equipment.

E6. One (1) meter bar stool

E7. Two Manhasset Music Stands with Lights

F. STAGING REQUIREMENTS

PURCHASER shall provide at his sole cost and expense:

F1. A safely constructed and physically secure stage with the performance area being a minimum of 375 square feet (25' Wide X 15' Deep). If the engagement is to be outdoors, the Purchaser agrees to provide an adequate covering over the stage and adjacent off-stage areas that will protect the Artists and their equipment from the elements. The stage shall be furnished with:

F2. Six (6) clean hand towels.

F3. Six (6) bottles of drinking water.

F4. Stage must be clear of all cases and unnecessary equipment and must be cleaned (swept) prior to performance. All cable runs in the performance area or walkways should be neatly run and taped down and/or covered.

F5. It is specifically understood and agreed that a representative of the ARTIST shall have the sole and absolute authority in mixing and controlling all sound equipment while ARTIST is performing.

F6. LENGTH OF PERFORMANCE: Artist prefers to perform a continuous seventy five to one hundred and twenty (75-120) minute set without intermission.

G. STAFF INSTRUCTIONS

G1. **HANDICAPPED SEATING**: We humbly request on behalf of our handicapped fans that you accommodate and arrange for an area very close to the stage or preferred seating areas so they have great seats for the show. We would appreciate your extra effort to accommodate them.

G2. Artist shall not be required to appear or perform before any audience segregated on the basis of race, color, creed or where physical violence or injury to the ARTIST is likely to occur.

G3. **UNAUTHORIZED RECORDING OR PHOTOGRAPHY**: No portion of the performance may be broadcast, photographed, recorded, filmed, taped or embodied in any form for any purpose of reproduction.

Purchaser agrees that it will not authorize any such recording without prior written consent of the artist. Purchaser will deny entrance to any such person carrying tape or video equipment devices without express written permission by artist representative. This is understood to include members of the audience, press and purchaser's staff.

H. DRESSING ROOMS/HOSPITALITY

H1. **DRESSING ROOMS**: Three (3) CLEAN, comfortable, and private dressing rooms, equipped with sofas, chairs, mirrors, iron and ironing board and/or steamer, trash bins, comfortably heated or air-conditioned, ventilated and well lit. ROOMS SHALL BE IN EASY ACCESS TO CLEAN LAVATORIES WHICH ARE TO BE SUPPLIED WITH SOAP, TOILET TISSUE. THESE LAVATORIES SHALL BE CLOSED TO THE GENERAL PUBLIC. Purchaser will furnish 8 hand towels left in the dressing room.

H2. TOTAL BEVERAGES TO BE SUPPLIED:

Freshly brewed coffeeUNLIMITED
 Assorted teas (including English breakfast)UNLIMITED
 Milk 1 gallon
 Half & Half 1 pint
 Bottled spring water 8 liters
 Sparkling mineral water 5 liters
 Powerade 4 bottles
 Coca Cola (2) 6-packs
 Diet Coke (1) 6-pack
 Platter of fresh vegetables.....For 6 people
 Freshly squeezed orange juice 2 quarts
 Local beer (1) 6-pack
 Cups, napkins, utensils and unlimited ice

H3. **Hot Meals**: PLEASE PROVIDE 7 MEALS for the group. The meal should consist of one of the following: meat (Steak or Ribs), Pasta or Chicken with potatoes or rice, salad and dessert (cookies, cake and/or pie). Work out the exact menu with the tour manager.

H4. **FOR ALL MULTIPLE NIGHT ENGAGEMENTS**: Band meals are to be provided every concert night. Purchaser may choose to pay Artist a dinner per diem in lieu of providing hot meals. The per diem would be \$50/person.

Christian McBride Trio
Current: January 2012

Initial _____ Page 5

I. PERMITS / LICENSES / WORK VISAS

I1. Purchaser shall furnish or provide at his sole cost and expense any and all of the necessary bonds, permits, licenses, work visas and authorizations from any and all government agencies, bureaus and departments (Federal, State or Local).

J. ADVERTISING / PROMOTION / COMPS

J1. Purchaser will make available thirty (30) complimentary seats or 1% of total house seating per show, whichever is greater, to the ARTIST for his use. Seats must be in preferred locations.

J2. Purchaser agrees that it will not commit ARTIST to any personal appearances, interviews or any other type of promotion or appearance without prior written consent of the ARTIST OR HIS REPRESENTATIVE.

J3. When radio spots are used for advertising in connection with the ARTIST engagement, the following songs are to be used from the recording entitled Vertical Vision. Songs from this record are absolutely the only ones to be used.

J4. ARTIST shall have the sole and exclusive right, but not the obligation, to sell souvenirs, in connection with and at the performance hereunder and the receipts thereof shall belong exclusively to THE ARTIST or its assigned agent. Purchaser agrees no other program, souvenirs, photographs, recordings, or any other reading material, as operated by Purchaser or venue, shall be sold or distributed in connection with this performance without prior written approval of ARTIST. Purchaser will obtain any clearance or approval necessary from venue management or other party of persons to permit ARTIST to distribute its own mailing list, cards or flyers in and around area of the performance site (e.g., lobby area, doors, etc.) before or after performance or during any intermission.

K. PAYMENT & ACCOUNTING INFORMATION

K1. All payments by Purchaser to ARTIST are required to be made under or pursuant to this agreement, shall be made in the form of cash, money order, certified check, or in the case of concerts performed at a university, by a check drawn on a university account. If any balance remains to be paid on the fee hereunder at the time of performance commences, such balance shall be paid **prior** to or immediately upon commencement of ARTIST'S performance. In the event that the compensation payable to the ARTIST hereunder is measured in whole or in part by a percentage of receipts, Purchaser shall pay ARTIST'S percentage, in one of the forms specified above. Any balance subsequently due on a percentage of computation will be paid as soon as practicable after the closing of the box office, and unless extreme circumstances make it impossible, this will be no later than one-half hour before the end of the ARTIST'S last performance hereunder. Box office receipts must be shown to ARTIST REPRESENTATIVE if payment is based on percentages.

K2. In the event Purchaser fails to make any payment at the time stipulated herein or breaches any provision of this agreement, ARTIST shall have the right to withhold performance without prejudice to his rights hereunder. All advance payments and / or deposits owed by Purchaser to the ARTIST prior to the performance are to be paid to:

Tree Lawn Artists
PO Box 10
Boston, MA 02132

Direct all bank wires to: TREE LAWN ARTISTS, INC., BANK OF AMERICA, 100 FEDERAL STREET, BOSTON, MA 02110, USA. ACCT #: 004610550797, ABA #: 026 009 593, SWIFT CODE: BOFAUS3N. ALL BANK WIRE DOCUMENTS MUST BE FAXED TO TREE LAWN ARTISTS, INC. ON DAY OF TRANSFER AND GIVEN TO ARTIST PRIOR TO PERFORMANCE.

K3. This agreement shall not be construed to create a joint venture or partnership between Purchaser and ARTIST and no business relationship other than that of Purchaser/ARTIST shall exist between the parties.

K4. WITHHOLDING TAX: If state, local or amusement tax is to be withheld for this engagement, Purchaser must furnish ARTIST with a copy of this tax law dictating this policy. This copy must be returned with the signed contract for this engagement. Purchaser must also furnish ARTIST'S Representative with an official state or city tax deduction receipt claiming the amount to be withheld from ARTIST on the night of the performance.

K5. Purchaser agrees to the following box office & ticket requirements:

a) Purchaser shall be responsible to pay the ARTIST his percentage for every seat occupied within the place of performance.

b) All percentage payments provided for hereunder shall be paid to the respective ARTIST or representative and shall be accompanied by the signed written statement from the Purchaser. Purchaser's and ARTIST's complimentary tickets are not to be counted or deducted from ARTIST'S percentages.

K6. All ticket prices, scaling of the house, discounting of tickets and issuance of press, complimentary or promotional tickets must be approved by ARTIST in writing prior to the engagement. Number of complimentary and press tickets Purchaser requests: _____.

K7. Purchaser agrees that ARTIST may cancel the engagement hereunder by giving Purchaser written notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder, if ARTIST shall be called upon to render services in connection with theatrical motion picture(s), video production, television or a legitimate stage play, and if the engagement hereunder might conflict therewith.

K8. In the event of public calamity or riots, epidemic, fire, serious illness or injury, cancellation not under the control of ARTIST, or other acts of God, no claim shall be made of the ARTIST OR HIS REPRESENTATIVE in respect to concerts so affected. In the event of serious illness or injury, a Doctor's certificate will be supplied by the ARTIST'S REPRESENTATIVE.

K9. In the event that the Purchaser shall breach this agreement, ARTIST shall have the right without limiting any of its other remedies hereunder to refrain from rendering a performance or to stop rendering a performance if such breach occurs during the rendition of a performance. Notwithstanding the cessation of such performance, Purchaser shall be liable to ARTIST for all of the fees and compensation hereunder in the same manner though the ARTIST had fully performed. A BREACH OF ANY CLAUSE CONTAINED IN THIS RIDER BY THE PURCHASER SHALL BE DEEMED A MATERIAL BREACH. If ARTIST elects to perform or continue to perform notwithstanding a breach of agreement by Purchaser, the performance by ARTIST shall not constitute a waiver of any claim the Purchaser may have for damages otherwise.

K10. This agreement may not be changed, modified or altered except by an instrument in writing by the parties. This agreement shall be construed in accordance with the laws of the State of New York. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in New York.

K11. The ARTIST assumes no personal liability for any act or omission of Artist or employees of Artist.

K12. 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 the ARTIST OR HIS REPRESENTATIVE. By sole act of signing, Purchaser readily accepts all provisions of the Artist's contract, regardless of any additions or deletions Purchaser may try to make.

L. INSURANCE

L1. ARTIST must be named as co-insured on Purchaser's Public liability policy for all engagements. The amount of this policy must be at least One Million (1,000,000) Dollars. At least seven (7) days prior to the performance, Purchaser shall deliver to Artist a certificate of insurance, which indicates ARTIST as a co-insured. If Purchaser is unable to include ARTIST on his policy he must notify ARTIST by telegram or fax no later than ten (10) days prior to show day, in order that ARTIST may arrange his own insurance. Purchaser will be advised of the cost of this and it will be paid by him directly or reimbursed to ARTIST as the case may be, at the time of payment hereunder.

L2. ANTICIPATORY BREACH: If, on or before the date of any scheduled performance hereunder, the financial standing or credit of Purchaser has been impaired or is unsatisfactory, ARTIST shall have the right to demand payment forthwith of any guaranteed compensation specified in the Agreement, and if Purchaser fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this Agreement without liability of any kind to Purchaser. In the event of such cancellation, ARTIST shall have no further obligation to Purchaser hereunder, and ARTIST shall retain all monies theretofore paid to Purchaser.

L3. PURCHASER'S INDEMNIFICATION: Purchaser shall indemnify and hold ARTIST harmless from and against all liability, claims, demands, costs, expenses, loss and damage (including reasonable attorney's and accounting fees) arising out of any breach of this agreement by Purchaser or in connection with any bodily injury, death or loss of or damage to property which occurs in connection with any performance rendered or to be rendered by ARTIST during this engagement. Purchaser

represents and warrants that it presently carries property damage insurance with sufficiently high limits to adequately insure against the risks assumed and the obligations undertaken by Purchaser under this Paragraph.

L4. This engagement in its entirety as described in this rider and the attached contract may not be transferred in whole or in part to any other party or individual. It is the Purchaser's sole responsibility to deliver, perform and complete each detail of this rider and attached contract. The ARTIST is in no way obligated to perform in any manner or act upon any direction or orders given by any party or individual other than the ARTIST herein.

L5. The above constitutes the sole, complete and binding agreement between the parties hereto.

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 rider and are binding.

AGREED AND ACCEPTED:

Purchaser

THE MCBRIDE CO., INC
FIN # 13 - 3941594

Date

Date

CHRISTIAN MCBRIDE TRIO INPUT LIST

<u>Channel</u>	<u>Instrument</u>	<u>Microphone</u>	<u>Mic Stand</u>	<u>Alternate / Note</u>
1	Bass Drum	AKG D12E	Short Boom	D112
2	Snare	DPA 4006 TL	Short Boom	SM57
3	Overhead, Drums Left	Shure VP88	Tall/Long Boom	414-B-ULS
4	Overhead, Drums Right	Shure VP88	Tall/Long Boom	414 B-ULS
5	Bass	Radial Engineering JDI	N/A	Type 85 (+48V)
6	Bass	Artist Supplied (XLR)	Clip On	EV RE20 - FET47
7	Piano Lo	DPA 4021	Tall/Long Boom	414 B-ULS
8	Piano Hi	DPA 4021	Tall/Long Boom	414 B-ULS
9	Talk	Shure SM58		Switch 9 (no sw, no problem)
Monitors				
Mix 1	Piano	Facing Upsstage		
Mix 2	Bass	Facing Upsstage		
Mix 3	Drums	Facing Onstage	See Stage Plot for Cable Paths	

CHRISTIAN MCBRIDE TRIO STAGE PLOT

