

CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013

RIDER ATTACHED TO AND MADE PART OF THE CONTRACT DATED _____ BETWEEN CHICK COREA TOURS MANAGEMENT, INC. AND GARY BURTON, INC. (HEREINAFTER CALLED "ARTIST") AND _____ (HEREINAFTER CALLED "PROMOTER").

PLEASE READ THIS RIDER CAREFULLY. It contains a description of certain equipment requirements and working conditions essential to the "Artist" that are necessary for the highest quality performance. If you have any questions about this rider, or if there are certain terms or conditions regarding this rider or the attached contract which you anticipate having trouble arranging, please contact Artist's agent, Ted Kurland Associates, 173 Brighton Avenue, Boston, MA 02134 (Tel:617-254-0007.) By signing this rider, you are agreeing to fulfill all the requirements listed. Any breach of the terms of this rider will constitute a breach of the attached contract.

A. EQUIPMENT, STAGING & PRODUCTION REQUIREMENTS:

PROMOTER AGREES TO PROVIDE FOR THE ARTIST, AT PROMOTER'S SOLE COST AND EXPENSE:

1. PIANO REQUIREMENTS: One (1) nine (9) foot Concert Grand Piano of a quality and condition meeting the "Artist's" standards as verified by the "Artist's" representative: Chick Corea Tours Management, Inc. The selection and rental of the piano is subject to consultation with Chick Corea Tours Management Inc. Please understand that the piano is Mr. Corea's primary instrument and a high quality, excellent piano is essential to a quality performance.

A YAMAHA CFIIIS 9 FOOT CONCERT GRAND PIANO IS THE ONLY ACCEPTABLE INSTRUMENT FOR MR. COREA'S PERFORMANCE.

Please note, since Mr. Corea has an endorsement relationship with Yamaha Corporation, they (Yamaha) will assist the "Promoter" in providing the piano in most parts of the world where Yamaha pianos are available.

In most instances, Yamaha will also recommend a Piano Tuner whom we prefer to use to ensure quality of tuning and familiarity with the instrument.

Please contact Evelyn Brechtlein in Chick Corea's management office who will assist you in acquiring the piano from the local Yamaha representative in "Promoter's" area.

Evelyn Brechtlein Tel: 818-353-6800 Fax: 818-951-6526 E-mail: evelyn@chickcorea.com Cell Phone: 727-421-9518

"Promoter" will have to pay for any costs incurred for cartage of the Yamaha Piano. "Artist" will aid in the acquiring of piano, but "Artist" is under no obligation for payment of piano.

**CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013**

2. A Concert Grand Piano Bench must also be provided.

3. PIANO TUNING AND CARE:

- (i) Piano should be delivered and positioned on performance stage at least six (6) hours before concert is scheduled to begin.
- (ii) Tuning must occur after the piano is positioned on stage at its final performance position and cannot be moved after tuning takes place. In order to keep the tuning of the piano "fresh" for the performance, the piano should not be tampered with, moved, or played by anyone other than those specifically authorized by "Artist."
- (iii) Piano must be tuned to A440 Pitch on the day of performance and immediately prior to "Artist's" arrival at the performance site. Tuning must occur after the piano is positioned on stage at its final performance position and cannot be moved after tuning takes place.
- (iv) Temperature, humidity and lighting on the stage should, at the time of piano delivery, be adjusted to resemble conditions that will exist during the concert and thus minimize the changes in the piano strings, hammers, wood frame, springs and other parts which sometimes occur from changing atmospheric conditions.

4. Piano tuner must be present at the performance site at the scheduled time of arrival of the "Artist", so he can be advised by "Artist" as to what additional adjustments and re-tunings are necessary. Piano tuner must be available at all times while "Artist" is at performance site during "sound check" and throughout the performance or until dismissed by the "Artist."

5. "Artist" shall have sole and exclusive control over the production, presentation and performance of his portion of the engagement hereunder.

6. STAGE REQUIREMENTS: A stage area thirty (30) feet wide and twenty-five (25) feet deep for the exclusive use of the "Artist." "Promoter" agrees that this stage will be kept free of people and equipment not necessary to the production during the time it is assigned to the "Artist." "Promoter" also agrees that if the engagement is to be performed outdoors, there will be a covering over the stage to protect the "Artist" and all equipment from the elements to the "Artist's" satisfaction. In the event that it is necessary for the "Promoter" to have other "Artist's", their employees and equipment on this stage during the time assigned to "Artist", "Promoter" agrees that they will not occupy space allocated to the "Artist," and that their presence will be concealed from the audience by means of curtain, drop or screens.

7. ACCESS TO STAGE & HALL: Access to place of performance for unloading equipment. "Artist" must be supplied with a minimum of at least one (1) stage crew to assist with load-ins, setting up and breakdowns. He is to make himself known and available to "Artist's" road manager at load-in and breakdown time. It is the responsibility of the "Promoter" to see that this happens.

CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013

8. TIME OF AVAILABILITY OF STAGE: The place of performance will be completely ready and available to "Artist" for a sound check at least six (6) hours prior to performance. In the event the "Artist" requires an earlier load-in and set-up time, "Promoter" will be notified a minimum of twenty-four (24) hours in advance, with the specifics of such requirements. "Promoter" will also ensure that the stage entrance door is open and unlocked and clearly marked for arrival of equipment truck and kept attended for arrival of "Artist" et al.

9. "Promoter" shall furnish a professional sound reinforcement system at the sole cost of "Promoter": a sound reinforcement system adequate to reproduce the band's sound to the audience in the concert hall. The system shall be chosen for its high quality and clean sounds – tending more toward a large "hi-fi" system than a loud "rock & roll" system.

(i) "Artist" reserves the right to approve or disapprove for use all sound systems provided per this rider.

(ii) Piano microphones: 2 Schoeps CMC6 microphones with Mk4 capsules

(iii) Vibraphone microphones: 2 Neumann U87 microphones

(iv) String Quartet: a. Violins and Viola: Three (3) DPA 4099V
b. Cello: One (1) DPA 4099C
c. Two (2) Schoeps CMC6 with Mk4 capsules

B. INSTRUCTIONS FOR AUDIENCE & STAFF

1. Chick Corea & Gary Burton shall receive 100% star billing in any and all publicity, press releases and paid advertisements, including without limitations: newspaper ads, posters, flyers, marquees, signs, lobby boards, programs and tickets.

2. "Promoter" agrees that he will not commit "Artist" to any personal appearances, interviews, or any other type of promotion or appearance without "Artist's" prior written consent.

3. RECORDINGS, PHOTOS: NO PORTION OF THIS PERFORMANCE RENDERED HEREUNDER MAY BE BROADCAST, PHOTOGRAPHED, RECORDED, FILMED, TAPED OR EMBODIED IN ANY FORM FOR ANY PURPOSE OF REPRODUCING SUCH PERFORMANCE, AND "PROMOTER" AGREES THAT HE WILL NOT AUTHORIZE ANY SUCH RECORDING WITHOUT PRIOR WRITTEN CONSENT OF THE "ARTIST." "PROMOTER" WILL DENY ENTRANCE TO ANY PERSONS CARRYING FLASH CAMERAS, TAPE OR VIDEO RECORDING DEVICES, WITHOUT LIMITING IN ANY WAY THE GENERALITY OF THE FOREGOING PROHIBITION. IT IS UNDERSTOOD THAT THE "ARTIST" WILL MAKE A HIGH QUALITY CASSETTE RECORDING OF EVERY PERFORMANCE FOR THE "ARTIST'S" OWN LIBRARY USE, AND THE "PROMOTER" WILL INFORM "ARTIST" OF ALL NECESSARY RELEASES OR RESTRICTIONS THAT MAY PROHIBIT "ARTIST" FROM RECORDING.

**CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013**

4. AUDIENCE ENTERING HALL: "Promoter" shall not allow audience to enter place of performance until such time as a technical set-up has been completed. "Artist" shall complete said set-up at least one (1) hour prior to time of performance, provided that "Promoter" makes the place of performance available for said set-up at least six (6) hours prior to the time of performance. Not applicable where "festival" situation exists.
5. "Promoter" agrees not to allow any person to be seated at the concert who arrives late, until the completion of the composition that is in progress. It is recommended that the "Promoter" emphasize in advance to his public that "Artist" always strictly adheres to the above mentioned policy and further requests that ushers, staff and security be properly advised that this policy will be in operation. Announcements in the hallways and signs at all the entranceways of this theatre informing the theatre of this policy is REQUIRED.

C. BILLING, ADVERTISING, PROMOTION & MARKETING

Advertising Collateral

POSTERS:

ARTIST Management will provide the artwork for the marketing posters that must be used. Any alterations to original design need to be approved by ARTIST's management before printing. The free high-resolution poster art will be available for download on our Marketing Resources web site: <http://www.chickcorea.com/marketingfb/>

A D - M A T S

All US market ad mats must be ordered for a fee through Bill Young Productions
<http://admats.concerts.com>

ADVERTISING, PAMPHLET, WEB OR PROGRAM TEXT

Management must approve all text. Any use of unauthorized text may be considered a material breach of contract and could cause the ARTIST to demand that the material containing the unapproved text be destroyed a \$2,000 penalty fee and/or refuse to perform without releasing you from your obligation to pay the penalty and gig fee.

MARQUEE, BILLING and TICKET BILLING:

Chick Corea & Gary Burton – 100%
Hot House Tour -75%
with Harlem String Quartet -60%

The only exceptions are marquees, radio spots and printed tickets where space is an issue. They may state:

CHICK COREA & GARY BURTON

**CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013**

No other billing is acceptable!! (That means absolutely no billing that reads just CHICK COREA, etc.). Any variations of this billing may be considered a material

breach of contract and will cause the ARTIST to demand a \$2,000 (1500 EUROS) penalty fee or refuse to perform without releasing you from your obligation to pay the fee. Chick Corea does many different musical projects with various artists. We want the public to be perfectly clear as to the music they can expect to hear.

MARKETING COLLABORATION

PRESALE AND MARKETING PLANS

ARTIST's Management needs to be notified before subscription and presale happens so that we can ensure that proper bio material, photos and images are ready and used for this campaign.

On-sale, paid advertising and marketing plans need to be submitted to management/ marketing before being implemented.

The on sale campaign cannot commence until the paid advertising plan has been approved by management. The same also applies to the over all paid media plan and marketing strategy. Chick has an excellent team to support your efforts, thus we want ask to be involved from the beginning.

Overall paid advertising and marketing plans must be submitted to management/ marketing as soon after on-sale as possible.

We desire these plans so that we can make sure our full team is available and of support to you for this. Also, we are adept at social marketing and have an active web site and fan base. We can be of help in giving attention to your strategy.

TICKET COUNTS

Ticket sale counts need to be reported weekly to artist's management marketing department. We monitor the progress of ticket sales closely and with this timely information we can quickly identify and adjust (strengthen/ delete/ supplement) marketing tactics, strategies and materials as needed.

ALL SHOWS ARE NON-SMOKING SHOWS! PLEASE POST AND ADVERTISE AS SUCH!

1. Wherein "Artist" is performing in a headline situation, "Promoter" agrees that the appearance of any other act(s) on the same bill with the "Artist" shall be subject to the "Artist's" prior written approval.
2. "Artist" shall have sole and exclusive approval of the souvenir programs and the "Promoter" must get approval from the "Artist" prior to engagement. "Promoter" agrees that no other program souvenir or photographs, recordings or any other

**CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013**

reading materials shall be sold or distributed in connection with this performance without prior approval of "Artist."

3. "Artist" shall not be required to appear or perform before any audience which is segregated on the basis of race, color, creed or where physical injury to the "Artist" is likely to occur.
4. "Artist" shall require twenty (20) complimentary tickets. These tickets shall be located in the center orchestra sections, five (5) to ten (10) rows back from the stage front. The exact number and location of these tickets shall be determined in advance between a representative of "Artist" (e.g. Tour Manager, Production Manager) and "Promoter's" representative.

D. TRAVEL, HOSPITALITY & DRESSING ROOM REQUIREMENTS

1. "Promoter" to provide two (2) SUV (ie Navigator/Suburban) with driver to be available to "Artist" and staff to and from the airport, hotel, sound check and concert.
2. **HOTEL REQUIREMENTS:** "Promoter" shall provide deluxe hotel accommodations for the band and crew. This shall consist of 2 suites and 6 single occupancy rooms. Please arrange for large rooms on high, quiet floors.

The hotel should have a fitness room, health facility or gym available. The hotel is subject to approval by the "Artist". Please fax proposed hotel to the tour manager for approval. **5 STAR QUALITY HOTELS PLEASE.**

ROOM CHARGES: "Promoter" is liable for the room and tax charges. "Artist" shall ensure that all the incidental charges (phone, restaurant, etc.) are paid upon departure.

3. "Promoter" shall provide at his sole cost and expense, four (4) comfortable and private dressing rooms. All rooms shall be comfortably heated and/or air-conditioned, well ventilated and lit. All rooms shall be in easy access to clean lavatories which are supplied with soap, toilet tissue and towels. These lavatories shall be closed to the general public. "Promoter" shall be solely responsible for the security of items in the dressing area, and shall keep all unauthorized persons from entering said area by stationing a representative of the "Promoter" outside the dressing room before, during and after the performance.
4. Food and refreshments should be available in the dressing room. Hot coffee with cream and sugar is specifically requested by the "artist" and should be available at the beginning of sound check until their departure after the concert.
5. Harlem Quartet: At least two separate dressing rooms, each cleaned and well-lighted with fresh soap and clean towels, preferably with a private bathroom in each.

**CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013**

Dressing rooms should be supplied with:

- a. Bottled, non-carbonated water and ice, as well as hot water, tea and coffee (no coffee necessary for Chick Corea's dressing room).
- b. Platter of fresh fruit (eg., Bananas, Grapes, Apples, Oranges, etc.), and Cheese and Crackers.

6. IN THE BAND'S HOSPITALITY AREA: Various sodas, freshly squeezed juices, freshly brewed coffee, boiling hot water, assorted teas, half & half, milk, honey, half dozen lemons, one piece of fresh ginger, sugar, almonds & cashew nuts, bottled spring water, sparkling mineral water, 1 qt. fresh squeezed OJ, an assortment of sandwiches (tuna salad, turkey, ham & Italian salami) with proper condiments, and fresh vegetable platter (Organic where possible – including broccoli, cauliflower, zucchini, carrots, celery, peppers, tomatoes, cucumbers, radishes, etc.).

NOTE: Neither the coffee nor tea services provided in the Dressing Rooms shall be taken from the general catering room area.

*** Everyone on the tour, and especially the principal ARTISTS, is conscious and concerned about quality of food and nutrition. We require wholesome, fresh food with a focus on healthy green salads. Mr. Corea is primarily a vegetarian.**

As example: spelt pastas, cooked navy and lima beans, fresh caught fish (such as Salmon or Sea Bass) and Organic Vegetables are good.

Before we arrive in your venue, we will discuss, by phone, what the local options are for the show dinner for the 6 band/crew.

Please set-up a salad bar with the following:

- Dark green lettuce (romaine, spinach, any kind)
- Tomatoes (beefsteak, not the small cherry ones)
- Avocado (nice and ripe)
- Red onion (white is OK if no red)
- Fresh garlic (chopped or grated)
- Bell pepper (any color)
- Sprouts (any)
- Cucumber
- Celery
- Broccoli
- Some cheese also (mozzarella, cheddar, parmesan)

Dressing and condiments:

- Olive oil (on the side)
- Sesame oil
- Cayenne, sea salt or Celtic salt

**CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013**

7. Adequate security personnel must be provided for the protection of "Artist", persons travelling with "Artist" and personal property of "Artist." Such personnel will be available during rehearsals (if necessary), during performances and for at least one-half hour after performance in the backstage area and around the dressing rooms.

E. PERMITS, LICENSES & WORK VISAS

1. "Promoter" shall furnish at his sole cost and expense all necessary permits, licenses and authorizations from any and all government agencies, bureaus and departments, Federal, State or Local.
2. "Promoter" shall furnish at his sole cost and expense any and all necessary immigration clearances if concert is to be performed outside of the United States of America.

F. PAYMENT & LEGAL CONTRACTUAL CLAUSES

1. DUE TO THE DIFFICULTY OF THE "ARTIST" TO CARRY LARGE SUMS OF CASH WHEN PERFORMING IN FOREIGN COUNTRIES, ALL PAYMENTS REQUIRED TO BE MADE UNDER OR PURSUANT TO THIS AGREEMENT BY THE "PROMOTER" TO THE "ARTIST" SHALL BE MADE ONLY IN THE FORM OF A CERTIFIED BANK CHECK, DRAWN ONLY ON A MAJOR U.S. BANK, ONLY IN U.S. FUNDS. THIS CHECK IS TO BE PRESENTED TO "ARTIST" PRIOR TO PERFORMANCE. SPECIFICALLY, A CHECK FOR ONE-HALF (1/2) THE BALANCE AMOUNT DUE "ARTIST", WILL BE PRESENTED TO CHICK COREA, MADE PAYABLE TO CHICK COREA TOURS MANAGEMENT, INC. AND A CHECK FOR ONE-HALF (1/2) THE BALANCE AMOUNT WILL BE PRESENTED TO GARY BURTON, MADE PAYABLE TO GARY BURTON, INC.
2. All payments and/or deposits by the "Promoter" to the "Artist" shall be made prior to the date of performance not later than the date specified on the face of the contract to:

TED KURLAND ASSOCIATES
173 Brighton Avenue
Boston, MA 02134

Direct Deposit bank wires for Ted Kurland Associates to: CITIZENS BANK, 53 STATE STREET, BOSTON, MA 02109, ABA # 011 500 120 FOR CREDIT TO THE ACCOUNT OF TED KURLAND ASSOCIATES, INC. ARTIST ACCOUNT NUMBER: 110 951 2179. ALL BANK WIRE DOCUMENTS MUST BE FAXED TO TED KURLAND ASSOCIATES ON DAY OF TRANSFER AND GIVEN TO ARTIST PRIOR TO PERFORMANCE.

3. This agreement shall not be construed to create a joint venture or partnership between "Promoter" and "Artist" and no business relationship other than that of Promoter/ Artist shall exist between the parties.

**CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013**

4. In the event of public calamity or riots, epidemic, fire, serious illness or injury, cancellation not under the control of CHICK COREA TOURS MANAGEMENT, INC. or GARY BURTON, INC., or other Acts of God, no claim shall be made of CHICK COREA TOURS MANAGEMENT, INC. and/or GARY BURTON, INC. in respect of non-fulfillment of this agreement with regard to the concert(s) so affected. In the event of serious illness or injury, a Doctor's certificate will be supplied by CHICK COREA TOURS MANAGEMENT, INC. and/or GARY BURTON, INC.
5. In the event the "Promoter" 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, "Promoter" shall be liable to "Artist" for all the fees and compensation hereunder in the same manner as though "Artist" had fully performed. A BREACH OF ANY CLAUSE CONTAINED IN THIS RIDER BY THE PROMOTER SHALL BE DEEMED A MATERIAL BREACH. If "Artist" elects to perform or to continue to perform notwithstanding a breach of this agreement by "Promoter", the performance by "Artist" shall not constitute a waiver or any claim the "Artist" may have for damages or otherwise.
6. 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 Commonwealth of Massachusetts. Any claim or dispute arising out of or relating to this agreement or breach thereof shall be settled by arbitration in Massachusetts.
7. Any proposed additional terms and conditions which may be affixed to this contract by "Promoter" does not become part of this contract until signed by "Artist." By sole act of signing, "Promoter" readily accepts all provisions of "Artist's" contract, regardless of any additions or deletions s/he may try to make.
8. CHICK COREA TOURS MANAGEMENT, INC. and GARY BURTON, INC. assume no personal liability for any act or omission of "Artist" or employees of "Artist."
9. HEADINGS: Paragraph headings in this rider are used for reference purposes only and in no way are intended to describe, interpret, define or limit the scope, extent or intent of this agreement or any of its provisions.
10. TRANSFER OF ASSIGNMENT: This engagement in its entirety as described in this rider and attached contract may not be transferred in whole or in part to any other party or individual. It is the sole responsibility of "Promoter" 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 "Promoter" herein.

**CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013**

THE ABOVE AND ATTACHED CONTRACT AND TECHNICAL REQUIREMENTS
CONSTITUTE THE SOLE, COMPLETE AND BINDING AGREEMENT BETWEEN THE
PARTIES HERETO.

Agreed and Accepted:

PROMOTER

Date

CHICK COREA TOURS MANAGEMENT, INC. Date

GARY BURTON, INC. Date

**WEB DOWNLOADED RIDER
NOT FOR CONTRACTUAL USE
Ted Kurland Associates
617.254.0007**

**CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013**

TECHNICAL RIDER ATTACHMENT

“Promoter” shall furnish a professional sound reinforcement system at the sole cost of “Promoter”: a sound reinforcement system adequate to reproduce the band’s sound to the audience in the concert hall. The system shall be chosen for its high quality and clean sounds – tending more toward a large “hi-fi” system than a loud “rock & roll” system. Please supply line array speaker systems.

(i) “Artist” reserves the right to approve or disapprove for use all sound systems provided per this rider.

(ii) Piano microphones: Two (2) Schoeps CMC6 MK4 (Cardioid)

(iii) Vibraphone:

- a. Microphones: Two (2) Neumann U87 microphones
- b. Two (2) Manhasset or Wenger music stands

(iv) Two (2) microphones for talking: Shure SM58

(v) String Quartet microphones: Two (2) Schoeps CMC6 with Mk4 capsules
Three (3) DPA 4099V
One (1) DPA 4099C

(vi) Additional microphones: Two (2) AKG C414 B-XL II

(vii) Reverb: Lexicon 480L or TC Electronic TC 6000

(viii) All microphone stands require boom arms

(ix) **H 3000 MIDAS MIXING CONSOLE IS REQUIRED.
NO YAMAHA CONSOLES. NO DIGITAL CONSOLES.**

(x) One (1) small monitor

STAGE REQUIREMENTS FOR STRING QUARTET:

Four (4) straight-backed armless chairs (**If available, please use a cello chair or piano bench for cellist**)

Five (5) sturdy music stands (Manhasset or Wenger) in good working order

**CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013**

(If these are not available, please advise Chick Corea Tours Management ASAP)

STAGE PLOT

**WEB DOWNLOADED RIDER
NOT FOR CONTRACTUAL USE
Ted Kurland Associates
617.254.0007**

**CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013**

**WEB DOWNLOADED RIDER
NOT FOR CONTRACTUAL USE
Ted Kurland Associates
617.254.0007**

**CHICK COREA/GARY BURTON Duet
with Harlem String Quartet
Contract Rider – 2012-2013**

**WEB DOWNLOADED RIDER
NOT FOR CONTRACTUAL USE
Ted Kurland Associates
617.254.0007**