

DELFEAYO MARSALIS
SWEET THUNDER
CONTRACT RIDER

ABSOLUTELY NO CHANGES ARE TO BE MADE ON THIS RIDER WITHOUT PRIOR
AGREEMENT BY ARTIST'S MANAGEMENT

Performance Date(s): _____

THIS RIDER IS ATTACHED TO AND HEREBY MADE A PART OF THE CONTRACT DATED
_____ BETWEEN DELFEAYO MARSALIS (HEREINAFTER REFERRED TO AS
"ARTIST") AND _____ (HEREINAFTER REFERRED TO AS "PURCHASER").

1. *STAGE, LIGHTING & SOUND*

In order to assure a quality concert, PURCHASER agrees to provide ARTIST with the following
at a show cost and expense:

A. (i) A stage for performance which must be a minimum of twenty (20) feet deep from
downstage edge to upstage wall, and a minimum of thirty (30) feet wide from stage right (not
including wings in the instance of a proscenium theater). The stage must be flat, not raked, and must
be both smooth and stable.

For outdoor performances, stage (including all instruments and equipment) must be
completely covered by a suitable and stable roof with wings in order to protect ARTIST and
equipment from the elements to ARTISTS satisfaction.

(ii) A close-cropped gray carpet measuring eight (8) feet by eight (8) feet for the
drumkit.

B. A professional sound augmentation system capable of providing clear, undistorted evenly
distributed sound throughout the audience area; and microphones and monitors as provided in the
attached stage plot and technical specifications.

C. A professional lighting system with at least two yellow lights.

D. A nine (9) foot acoustic Steinway or Yamaha grand piano. The piano must be tuned to A-
440 on each day of performance, and a piano tuner is to be available at the sound check and at
intermission or end of first show in case touch-up is necessary.

E. A jazz drum kit, (Pearl, Sonor or equivalent) with no larger than 20" bass drum.

F. Wooden upright bass (non-plywood)

_____ (Initials) _____

2. **TRANSPORTATION & LODGING**

A. (i) *Ground Transportation:* Two (2) limousines or luxury automobiles (Cadillac, Lincoln, or similar type car) and one (1) twelve foot equipment/cargo van (with all seats removed in order to fit an upright bass) to be provided upon arrival to transport musicians, ARTIST and his road manager from airport to hotel, hotel to place of performance, to hotel at end of performance, and to airport in time for ARTIST's departure. In the event there is no one at the airport within thirty (30) minutes of ARTIST's arrival, ARTIST will rent necessary vehicles for transportation to hotel and place of performance, at ARTIST's sole cost and expense. Such amount shall be paid in cash prior to the performance, otherwise ARTIST shall not be required to perform and the full amount of the contract price shall be due ARTIST.

(ii) *Air Transportation:* PURCHASER shall provide eight (8) non-stop, roundtrip business-class air fares to performance city from either New Orleans or city of last performance, as the case may be.

B. *Accommodations:* PURCHASER shall provide at no cost to ARTIST, one suite and seven (7) single rooms in a four star hotel (e.g. Four Seasons). ARTIST agrees not to unnecessarily extend the length of stay.

3. **DRESSING ROOMS**

PURCHASER agrees to provide safe, comfortable, private dressing rooms for ARTIST's sole use. These rooms are to be clean, dry, well lighted and heated or air conditioned as the weather shall require. The dressing rooms are to be made available to ARTIST's representative upon his arrival and are to remain available to ARTIST and his staff until two (2) hours after the close of the performance. PURCHASER shall be solely responsible for the security of items in the dressing room area and shall keep all unauthorized persons from entering said area, particularly while ARTIST is performing. In addition, these rooms shall be capable of being locked and the keys shall be allowed only to ARTIST's representative. The dressing rooms are to contain:

Fresh fruit, orange juice, cran-apple juice, water and sodas. Eight (8) clean bath towels and one dozen (12) hand towels. Fresh drinking water and ten (12) glasses.

Hot food sufficient for twelve (12) people--ARTIST suggests Italian or Indian food. Fresh quality food is a must. COLD FOOD OR FAST FOOD IS NOT ACCEPTABLE.

or

Meal buy-out at \$25.00/person USD.

4. **METHOD OF PAYMENT**

All amounts due ARTIST are to be paid in the form of a cashier's check or money order or cash, as specified on face of contract.

A. *Guaranteed Contract Price:* PURCHASER is to pay ARTIST's representative during

performance, the guaranteed amount, or the balance of the guaranteed amount if a deposit has already been paid.

B. *Percentage Contract Price:* Any balance due on a percentage computation is to be paid immediately after the closing of the box office.

Unless otherwise approved, this final settlement will take place not later than sixty (60) minutes after the completion of the musical event. At that time a ticket-printer's manifest and detailed box office statement certified and signed by PURCHASER is to be given to ARTIST's representative. This statement is subject to approval of ARTIST or ARTIST's representative.

ARTIST's representative shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall otherwise be permitted to satisfy himself hereunder, and to examine and to make extracts from the box office records relating to said performance(s). PURCHASER shall provide for examination by ARTIST's representative, copies of all bills, statements and receipts that enter into computation of PURCHASER'S Show Expenses for the performance(s) hereunder. "Show Expenses" shall mean all those costs and expenses, direct and indirect, customarily incurred by promoters in the promotion of musical concerts. ALL expenses are subject to approval by ARTIST or ARTIST's representative.

In cases where a break figure is a part of the computation, if PURCHASER has other or greater expenses, the break figure shall not be affected. If, however, the bona fide aggregate paid bills relating to any of the above listed costs shall total less than stated herein, the break figure will be reduced by the difference between the total listed costs as established to the reasonable approval of the ARTIST's auditors based on the paid bills maintained in connection with the event. Under no circumstances will the break figure be increased. PURCHASER represents that total costs are \$_____.

5. TICKETS

A. All tickets are to be printed by a bonded ticket supplier and consecutively numbered. PURCHASER agrees that he is liable for any and all counterfeit tickets and under no circumstances is ARTIST to assume loss of income as result of such tickets.

B. If ARTIST is being paid under the percentage of receipts basis, PURCHASER is allocated the following number of complimentary tickets:

<u>Venue Size</u>	<u>Number of Complimentary Tickets</u>
0 - 200	10
201 - 500	14
501 - 1500	20
>1500	30

C. PURCHASER agrees to hold (equal to those provided in the schedule in Paragraph B) complimentary tickets for ARTIST for each show. In the case of a festival where several artists are performing, ARTIST must receive twenty (20) complimentary tickets. These tickets must be in the front and center of the room.

_____ (Initials) _____

6. MERCHANDISING

ARTIST reserves the right to sell copies of his CDs. If venue sells CDs for the artist, artist agrees to pay a 10% commission.

7. MISCELLANEOUS

A. Either party may cancel this contract without recourse to the other in the case of an Act of God. In the event performance is cancelled by PURCHASER for any reason other than an Act of God, ARTIST is to be paid contract fee in full; in the event of such cancellation, ARTIST shall not be required to perform at any later time. In the event performance is cancelled by ARTIST for any other reason than an Act of God, ARTIST will refund to PURCHASER any deposits paid to ARTIST.

B. ARTIST shall not be required to perform before any audience which is segregated on the basis of race or creed, or where physical violence or injury to ARTIST is likely to occur, nor where strikes or the threat thereof exists.

C. No portion of the performance(s) may be recorded, filmed, taped, broadcast or mechanically reproduced in any form for the purpose of reproducing such performance(s) without prior *written consent* from ARTIST or his Management. If any such unauthorized recording is discovered during the ARTIST's performance, ARTIST shall have the right to withhold performance without prejudice to his rights hereunder.

D. PURCHASER agrees that there will be no signs, placards, banners or other commercials advertising material on or near the stage during the performance(s) nor shall ARTIST's appearance be sponsored by or in any other way tied with any commercial product or company without consent from ARTIST or his Management. PURCHASER further agrees that ARTIST's name will not be used in association, directly or indirectly, with any product or service without ARTIST's prior written consent. PURCHASER is enjoined from selling or distributing any merchandise bearing the likeness of ARTIST, and phonograph recordings, or any other souvenir material at the performance(s) hereunder without ARTIST's written consent. ARTIST is responsible for making his own financial arrangement with the facility and/or its concessionaire for the sale of its merchandise.

E. PURCHASER agrees that ARTIST may cancel engagement hereunder by giving PURCHASER written notice mailed to the address set forth in the Agreement at least forty five (45) days prior to the commencement date of the engagement provided ARTIST should be called upon to furnish his services in connection with a motion picture, television program, stage play, Nevada or Atlantic City or foreign concert tour, and if ARTIST, in ARTIST's sole discretion, determines that the engagement might conflict with such other engagement, or with any rehearsal or preparation therefore.

F. In the event of material 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 ARTIST the full amount of the contract fee as specified on the face of the contract. However, PURCHASER shall first be given an opportunity to correct any alleged material breach after prompt notice by ARTIST.

G. This agreement may not be changed, modified or altered except by an instrument in writing, signed by the parties hereto. No changes made on this rider shall be valid unless countersigned by ARTIST. In the case of any conflict of terms with any documents

appended hereto the terms contained in this rider shall prevail.

H. In all news releases, announcements, advertisements, posters and printed programs relative to this engagement, the billing should read as follows:

AN EVENING

WITH

DELFEAYO MARSALIS

(SUBJECT TO HEADLINER REQUIREMENTS)

I. If PURCHASER is unable to fulfill any of the items in the contract or needs additional information please contact:

INFORMATION/TRAVEL/LOGISTICS:

Jeremy Thomas
5721 Magazine Street, Suite 183
New Orleans, LA 70115
O: 504.897.3033
F: 504.897.3315
E-mail: Jeremy@umtno.org

AGREED & ACCEPTED:

PURCHASER

ARTIST MANAGEMENT

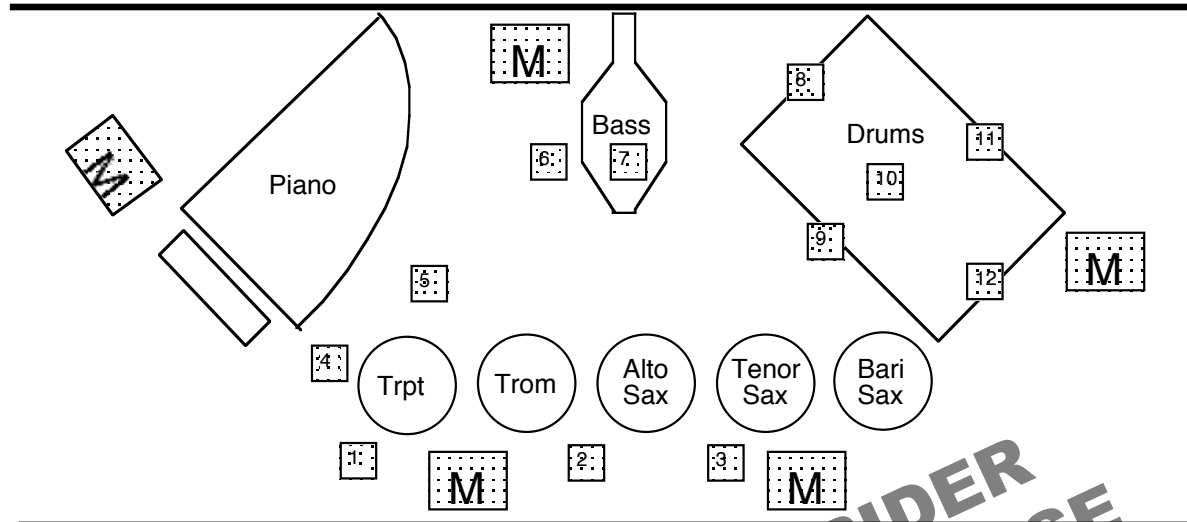
DATE

DATE

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

_____ (Initials) _____

Delfeayo Marsalis **STAGE PLOT** **Sweet Thunder**



- LEGEND:**
- | | |
|------------------------------|------------------------------|
| 1 = Talk Back | 7 = Low End (Bass) |
| 2 - 3 = Straight Stands | (direct plus an re20 or 451) |
| 4 = High End (Piano) | 8 = Overhead |
| (451, 414, 460) | 9 = Kick (re20, 421) |
| 5 = Low End (Piano) | 10 = Share (sm 57, 451) |
| (451, 414, 460) | 11 = High Hat |
| 6 = Fingerboard (Bass) | (414, 451 or km 84) |
| (direct plus an re20 or 451) | 12 = Overhead |
- M = Monitor

TECHNICAL REQUIREMENTS:

1. 9 foot Grand Piano, Steinway or Yamaha, tuned to A440 (Hamburg "D")
2. One 8 ft x 8 ft close cropped drum rug
3. Five (5) quality monitors and five (5) quality monitor mixers with monitor sound board on side of stage.
4. Eleven (11) mike stands as follows:
 - Four (4) booms
 - Three (3) large booms
 - Three (3) straight stands
 - One (1) short stand

Microphones next to each instrument as follows:

- | | |
|-------|--------------------------------|
| Drums | re20, 421 (on kick) |
| | sm 57, 451 (on snare) |
| | 414, 451 or km 84 (on cymbals) |
| Bass | direct plus an re20 or 451 |
| Piano | 451, 414, 460 |
| Horns | re20, 441, u89 |

Depending on how live the audience or room is, miking the drum kit may vary. If the room is very live, the drums only require two mikes overhead on boom stands.

PURCHASER must provide phantom power.

_____ (Initials) _____