

# PAT METHENY UNITY BAND

USA

## I N F O R M A T I O N S H E E T

Please read this rider carefully. By signing it, you are agreeing to supply the ARTIST with working conditions that are absolutely essential to their performance. If you feel you have a problem fulfilling any one of these conditions, please contact DAVID SHOLEMSON immediately, so that the problems can be solved in advance. If you do not provide production and working conditions as specified upon our arrival, it will be considered a breach of contract and may cause the ARTIST to refuse to perform without releasing you from your obligation to pay the full fee.

### DIRECTORY

<b>Management:</b>	David Sholemson	davidsho@mac.com
<b>Tour Manager:</b>	John Nave	john@at-the-helm.com
<b>Production Mgr:</b>	David Oakes	davidoakes@mac.com
<b>Production Advance:</b>	Chris Culpepper	cmpep@earthlink.net
<b>Publicity Contact:</b>	Mike Epstein	michael@tedkurland.com

### INTERVIEWS

If you wish to set up interviews, please do so at the earliest possible date. Please contact Mike Epstein for available dates and times. We will be better able to accommodate your requests if phone interviews are done before the band departs.

### CURFEWS

If your hall has a curfew, please list it here: \_\_\_\_\_

### SHOW TIMES

If the actual performance time is not the same as the time listed on the face of the contract, management is to be notified by fax within 24 hours of receiving this contract. Our daily schedule is very tight. If this is not done it will be considered a material breach of contract and will cause the ARTIST to demand a \$5,000 fee or refuse to perform without releasing you from your obligation to pay the fee.

### GROUND TRANSPORT

If necessary, Purchaser agrees to provide Artist touring party with transportation at his sole cost and expense. Purchaser will provide 2 minivans (or other comparable vehicles) to accommodate 9 people and 18 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.

*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, ALL TRANSPORT COSTS INCURRED BY THE ARTIST.*

### EMAIL LISTS:

We will require you to give us email addresses you and/or your ticket sellers retain from the sale of tickets to this show. That list must be given to Artist Representative with the box office statement no later than one hour after the show.

## **BILLING / ADVERTISING**

YOU WILL RECEIVE AN AD MAT WHICH MUST BE USED IN ALL PRINT ADS UNLESS OTHERWISE APPROVED IN WRITING BY THE ARTIST'S MANAGEMENT (See the text below). BILLING MUST BE AS FOLLOWS:

### **PAT METHENY UNITY BAND (100%)**

w/Chris Potter, Antonio Sanchez & Ben Williams (75%)

**No other billing is acceptable!! (and that means absolutely positively no billing that reads PAT METHENY GROUP).** Any variations of this billing may be considered a material breach of contract and will cause the ARTIST to demand a \$1,000 penalty fee or refuse to perform without releasing you from your obligation to pay the fee. Pat does many different musical projects with different musicians. We want the public to be perfectly clear as to the music they can expect to hear.

## **MARKETING AND PROMOTION**

It is always our intention to sell out each show. We have a better chance of doing this if we work together. With that in mind, we would like to see your paid marketing plan for this show no later than 2 weeks after receipt of this agreement. Depending on the tour, at the Artists sole cost and expense, we will enlist the support of Insight Management (480) 951-1882, Maria Brunner ([Insightmgt@aol.com](mailto:Insightmgt@aol.com)). Insight will provide you with marketing tools and ideas that can help make your show as successful as possible. Insight will help you conduct lifestyle marketing by contacting jazz educators, guitar and music shops, guitar and music bloggers, etc. This role is not a substitute for your marketing skills and implementation for this show. Insight provides them as a service to enhance and support your endeavors and established relationships, not replace them. Insight can also help with merchandise giveaways, potential interviews, etc. Insight would appreciate contact from your key marketing / promotions rep as early as possible to assure you have all needed materials for your subscriptions and on sale, and to begin collaborative grassroots marketing and discuss how this can best supplement your paid media plan.

Insight will also help facilitate online marketing between your venue and Pat Metheny's social networking tools. In addition to [PatMetheny.com](http://PatMetheny.com), the Pat Metheny Facebook page currently has almost 300,000 active fans, an email list with over 36,000 subscribers, a Twitter account with over 5,000 followers, a Street Team with over 3,000 members, and a Myspace page that has received over 1.3 million views. These are resources that we encourage you to take advantage of. (Please link / fan / follow each via [Patmetheny.com](http://Patmetheny.com) or Pat Metheny on Twitter.) Please let us know if you have a Facebook page and Twitter account so we can work with you (in conjunction with Pat's accounts) to create promotional contests, run ticket giveaways, and sell more tickets!

**ALL SHOWS ARE NON SMOKING SHOWS-Please advertise as such**

# PAT METHENY UNITY BAND

USA

## C O N T R A C T   R I D E R

THIS RIDER IS HEREWITH ATTACHED TO AND MADE PART OF THE CONTRACT DATED \_\_\_\_\_ BY AND BETWEEN PM TOURS INC. PROVIDING THE SERVICES OF THE PAT METHENY UNITY BAND (HEREINAFTER REFERRED TO AS **ARTIST**) AND \_\_\_\_\_ (HEREINAFTER REFERRED TO AS THE **PURCHASER**, FOR THE SERVICES OF THE ARTIST).

### A. L O A D I N I N F O R M A T I O N

**A1. PROMOTER REP:** Purchaser agrees to furnish a personal English-speaking representative who will have the authority and be capable of making any and all decisions that relate directly to this engagement. This person will be present at the venue continuously from the time of arrival of Artist's equipment and crew until the time of final departure.

**A2. PRODUCTION OFFICE:** Purchaser shall provide, at his sole cost and expense, a production office with a telephone and one (1) phone line, AND ACCESS TO HIGH SPEED INTERNET, for sole and exclusive use by the artist representative, from load in till load out has been completed.

**A3. ARRIVAL:** Purchaser will also ensure stage doors and equipment load-in doors are unlocked and clearly labeled and attended for the arrival of the equipment, truck and ARTIST'S crew.

**A4. RAMPS:** Ramps must be provided to stage or up stairs. Ramps should be rated for 2000 pounds. THIS IS VERY IMPORTANT.

**A5. ACCESS TO HALL:** The purchaser will provide uninterrupted access to the place of performance for artist's equipment and personnel from 12:00 NOON on the day of the performance until two (2) hours after completion of performance. In the event the artist needs an earlier load-in time, purchaser will be notified 24 hours in advance.

**A6. PRODUCTION:** Sound, Lights and Monitors (provided by the purchaser) must be up and running by 12:00 NOON the day of the show. Load-in will take place at about 12 NOON, sound check at 4:00PM for all shows starting at 8:00PM or after. Please confirm this schedule with the production manager or tour manager.

**A7. SHOWER FACILITIES:** Private showers at the hall must be provided with hot running water from load in until one hour past completion of the load out.

**A8. RUNNER:** Purchaser is to provide at his sole cost and expense a runner who is under the sole direction of our Production Manager, from 10:00AM until load out has been completed. Runner should have the phone numbers and know the locations of the following: The hotel, local music stores, sound companies, light companies, hardware stores and laundry and **SAME DAY dry cleaning services.**

**A9. LOCAL CREW:** Purchaser will provide the following number of local personnel:

1. IN CALL:

- a) 1 - Electrician
- b) 6 - Stagehands
- c) 1 - Technician from sound company
- d) 1 - Technician from lighting company

2. SHOW CALL:

- a) 1 - Electrician
- b) 1 - Spot Light Operator
- c) Technicians from sound and lighting co.
- d) House light operator

### 3. STRIKE CALL

- a) 1 - Electrician
- b) 6 - Loaders (stagehands) (or as per union requirements)

**Note:** Electrician stays on hand until released by ARTIST'S Production Manager.

**A10. FOR MULTI DATE ENGAGEMENTS,** the Purchaser is to provide at his sole cost and expense (2) security personnel capable of safeguarding all equipment and vehicles against theft or damage from departure of Artist's crew until their arrival for the next show. PURCHASER is fully responsible for any loss or damage due to negligence.

**A11. FOR MULTIPLE NIGHT ENGAGEMENTS:** ARTIST will absolutely have the right (at no cost to the artist) to do equipment and sound-check every day of every engagement. For 8 PM shows, this will mean 2:00pm Access to venue and soundcheck at 4:00PM. THIS POINT IS NOT NEGOTIABLE.

## B. SOUND / LIGHTS / EQUIPMENT SET UP

**Purchaser shall furnish the following at his sole cost and expense:**

**B1. STAGE:** A minimum of 30 feet wide (9 meters) wide by 18 feet deep (5.5 meters) for the exclusive use of the ARTIST (see enclosed Stage Plot). Purchaser agrees that this area will be kept free of the people and equipment not necessary to the production during the time it is assigned to the ARTIST. Please note that if stage is smaller than requested size, and sound wings are not provided, sight lines will diminish and seats in this area will be partially obstructed. PLEASE ENSURE ENOUGH SEATS ARE HELD UNTIL SET-UP TIME TO ALLOW FOR OBSTRUCTED AUDIENCE VISION DUE TO THE SOUND SYSTEM, (SPEAKERS ON EITHER SIDE OF STAGE) OR MIXING PLATFORM.

**Stage in venue is:** \_\_\_\_\_ ft / M x \_\_\_\_\_ ft / M.

**B2. POWER:** Adequate electrical service and electrical facilities are to be installed by licensed electricians (who will be on hand or available from arrival of equipment until the departure of equipment) and professional personnel in accordance with the standards of the community for the installation and operation in a safe manner for electrical appliances for (6) Six 20 AMP DROPS ON SEPARATE CIRCUITS (BREAKERS) ON THE SAME SERVICE AS THE SOUND SYSTEM. They should be (50) feet from center of stage, preferably stage right. POWER MUST BE READY TO BE TIED IN AT LOAD IN. Water ground pipe is optimal. POWER MAY NOT BE TURNED OFF FOR ANY REASON UNTIL DIRECTED TO DO SO BY ARTIST REPRESENTATIVE.

**Power available at you facility is** \_\_\_\_\_.

**B3. GENERATOR:** In the event that a generator is necessary, it must comply with the above power specifications. Generator must be supplied with feeder cable of sufficient length to reach within 50 feet of center stage and cable must be of sufficient size to afford minimal loss of voltage. There must be enough fuel provided for constant running of the generator from 10:00am until after the load out is completed. THE GENERATOR MUST BE APPROVED IN ADVANCE BY THE ARTIST'S PRODUCTION MANAGER.

**B4. HOUSE SOUND SYSTEM:** Must be stereo with additional center fills from the stage are generally needed. The system should also contain the following:

1. Adequate speaker stacks to comfortably and evenly cover the audience at moderately loud levels.
2. 1/3 octave EQs for house left, house right, subs (if on an aux), front fills, delays ie...**any output from the console that goes to a speaker should have an EQ.**
3. House console should have minimum of 48 channels with 1/4 inch (mono or stereo) insert capability. Allen and Heath consoles and Midas Digital consoles **are NOT acceptable.** Preferred consoles are **Vi6 or M7cl**
4. Please provide two (2) 12" monitor wedges (preferably Meyer UM-1P or a similar self-powered wedge). These will serve as our stage side fills and be fed from FOH - it is the L+R mix for Pat

**B5. MONITOR SYSTEM:** We are carrying our own monitor system. **You do not** need to provide a monitor system, console, or engineer.

**B6.: LIGHTING SYSTEM:** shall be an adequate professional stage lighting system with a standard assortment of color gels. at least four (4) floor lights, and **no less than eight (8) ellipsoidals from front of house positions.** In the event ellipsoidals are not provided from front of house, purchaser must provide one (1) Super Trouper Follow Spotlight in excellent working condition, one (1) English-speaking follow spot operator, and Clear Com between lighting desk and follow spot position. (SEE THE ENCLOSED PLOT).

**B7. OTHER ITEMS:**

- 1) Adequate work light must be provided at FOH and stage for post show breakdown
- 2) Anyone doing pre show announcements will not use artists stage gear. Mics, stands and cables must be provided for this use.
- 3) Adequate light must be provided at the front of house sound and lighting consoles (without disturbing the surrounding audience) to allow the operators to work during the show
- 4) Purchaser is to provide 4 (four) large (1 to 1.5m), preferably arika palms or majesty palms green leafy floor plants as per the stage plot. Please advance this with the production manager.
- 5) Two (2) tall bar stools
- 6) Three (3) music stands with lights
- 7) Three (3) direct boxes.
- 8) Two (2) condenser microphones
- 9) Ten (10) tall microphone stands with booms and six (6) short microphone stands with booms in GOOD WORKING ORDER

**B8. LOCATION OF CONSOLES:** The sound and light mixing consoles are to be operated in the house approximately 75 to 100 feet from the front of the stage in the center of the auditorium but cannot be under the balcony. Please leave access to the boards. Enough space should be left to accommodate ARTIST process gear at front of house

**B9. EQUIPMENT SET UP:** ARTIST shall have the first right of set-up of all instruments and properties used in performance. These shall not be moved or relocated without the expressed permission of ARTIST'S Tour and Production Management. PLEASE ENSURE ENOUGH SEATS ARE HELD UNTIL SET-UP TIME TO ALLOW FOR OBSTRUCTED AUDIENCE VISION DUE TO THE SOUND SYSTEM, (SPEAKERS ON EITHER SIDE OF STAGE) OR MIXING PLATFORM.

**B10. SOUND / LIGHT KILLS:** ARTIST shall have the right to set-up all instruments and properties used in performance in the appropriate places on stage so as to provide the best sight and sound for the audience as well as the best sound and playing conditions for the band. The equipment shall not be moved or relocated without the expressed permission of ARTIST'S production manager. PLEASE ENSURE ENOUGH SEATS ARE HELD UNTIL SET-UP TIME TO ALLOW FOR OBSTRUCTED AUDIENCE VISION DUE TO THE SOUND SYSTEM, (SPEAKERS ON EITHER SIDE OF STAGE) OR MIXING PLATFORM IF NECESSARY.

**C. SHOW REQUIREMENTS:**

**C1. DOORS:** The Purchaser shall not allow the audience to enter the place of performance until the technical set-up has been completed and security is in place. Every effort will be made to see that this is completed one hour prior to show time. House will not be let in until cleared by Artist Production Manager.

**C2. PRE PERFORMANCE MUSIC:** All pre-performance music shall be of ARTIST'S own choice.

**C3. HOUSE LIGHTS:** House lights should remain fully dimmed after any performance until ARTIST indicates that they be raised. Raising house lights signals the end of performance, the determination of which shall remain the right of ARTIST.

**C4. ANNOUNCEMENTS:** ARTIST'S Representative has the sole right to introduce the band and begin the performance. Any announcement required by law regarding safety exits, no smoking, etc., may only be done fifteen (15) minutes prior to show, so ARTIST can insure a high level of communication with audience.

**C5. TOWELS:** Twenty (20) full size bath towels and one dozen (12) hand towels are to be in production office UPON ARRIVAL of crew NOTE: THIS IS THE TOTAL TOWEL CALL FOR BAND AND CREW FOR THE ENTIRE DAY. If this is a multi-night engagement, please replenish the towels every day.

**C6. LENGTH OF PERFORMANCE:** Artist has the right to perform a continuous seventy-five to one hundred and fifty (75-150) minute set without intermission.

**C7. ARTISTIC CONTROL:** It is specifically understood and agreed that ARTIST, or his representative, shall have exclusive control over production, presentation and performance of the engagement including staging, lighting and sound

**C8. CURFEW:** Any hall curfews or length of show regulation shall be indicated here: \_\_\_\_\_

**C9. OVERTIME CHARGES:** ARTIST will assume no responsibility for any possible overtime charges for any union or non-union crew due to any type of delay of equipment delivery to performance site or late load-out due to overtime shows.

**C10. WITH RESPECT TO PERFORMANCES HELD OUT OF DOORS ONLY:** Purchaser must provide, subject to ARTIST'S satisfaction, A SUITABLE ROOF FOR THE Stage to protect against the sun and/or inclement weather (regardless of weather forecast). It must further provide for adequate ground of all instruments and electrical equipment to prevent electrical hazards. Purchaser must provide sufficient amount of plastic sheeting to protect band instruments and equipment in case of inclement weather, plastic is in addition and does not preclude the need for a roof. Mix platform should be 8' x 10' for sound and 8' x 8' for lights and must be covered. Proper work lighting must be provided for the stage and truck loading area maintained so load out can be completed safely, i.e., do not turn off house lights until House PA and Mixing Consoles have been struck. PROPER STAGE WORK LIGHTING MUST BE PROVIDED.

**C11. LENGTH OF PERFORMANCE:** Artist has the right to perform a continuous seventy-five to one hundred and twenty (75-180) minute set without intermission.

**C12. ORCHESTRA PIT:** ANY ORCHESTRA PIT IN FACILITY SHOULD BE COVERED SAFELY AND CHAIRS SHOULD BE PLACED IN IT. SEATING SHOULD BE AS CLOSE TO STAGE AS POSSIBLE.

**C13. FOR MULTIPLE NIGHT ENGAGEMENTS:** Artist will absolutely have the right (at no cost to the artist) to do equipment and sound-check every day of every engagement. For 8 pm shows, this will mean 1pm - 6 pm. THIS POINT IS NOT NEGOTIABLE.

*If any of the foregoing requirements are not fulfilled and ARTIST does not appear as a result thereof, the same shall constitute a breach of this agreement by Purchaser.*

## D. SECURITY

**D1. MIXING POSITION:** One (1) security person is required at mixing position from time house opens until audience has left house. An usher is unacceptable for this position.

**D2. BACKSTAGE SECURITY:** All backstage security personnel shall be under the sole direction of ARTIST'S tour manager and production manager. 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 by stationing a representative of the purchaser outside the dressing rooms one half (1\2) hour before sound check, continuing through performance, and remaining until band departure. Tour and production manager shall have the authority to authorize admittance or rejection of any person (press or otherwise) on stage before, during or after performance.

**D3. STAGE SECURITY:** No one is to enter or pass through the performing area after the completion of sound check and security personnel must be available to enforce this. This is due to the sensitivity of the computer equipment used during the performance.

**D4. PASSES:** Purchaser shall provide all passes for this engagement (unless otherwise agreed to with Artist Production Manager) and shall distribute any and all passes to all local personnel (with the approval of the artist's production or tour manager).

**D5. INDEMNIFICATION:** The above clauses are in addition to any other security personnel deemed necessary by the purchaser for governing authorities of the facility or local city regulations. Purchaser will pay for any loss by ARTIST due to negligence. At no time shall ARTIST be held liable for injury to the public or damage to the facility caused by action of security personnel.

## E. INSTRUCTIONS TO STAFF

**E1. 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 (meaning authorized tour pass) by ARTIST REPRESENTATIVE. This is understood to include members of the audience, press and purchaser's staff. Purchaser shall place signs at the entrance of the hall stating the following:

**NO TAPE RECORDERS, VIDEO RECORDERS OR FLASH PHOTOGRAPHY ALLOWED IN HALL.**

PURCHASER SHALL HAVE SECURITY (NOT USHERS) AVAILABLE TO ENFORCE SAID RULES AT THE DISCRETION OF ARTIST'S REPRESENTATIVE.

**E2. AUTHORIZED RECORDINGS OR BROADCAST OF THE SHOW:** If the performance has been authorized in writing by the ARTIST REPRESENTATIVE the following must be supplied and adhered to. If the following points are not accepted or performed artist has the right to cancel the recording or broadcast and be paid the full fee without any liability to the Artist.

- a) If the show is being video taped or filmed, the Purchaser must provide a color TV monitor that shall be placed at the lighting console.
- b) If the show is being recorded or broadcast for audio or video, all of the main PA mix must be recorded even if all the channels are split to the recording company.
- c) If the show is being recorded or broadcast for audio or video, all audio must be checked prior to and during the band's sound check. No changes will be made after this.
- d) If the show is being recorded, a copy of the program must be given to the production manager by the end of the performance.

**E3. ARTIST RECORDING:** : The Artist has the right to record all shows for his own use.

**E4. HANDICAPPED SEATING:** It has been brought to our attention by some of our handicapped fans that they rarely get good seating for our concerts. We understand that due to Fire Laws, it sometimes creates a problem to have wheel chairs in aisles or in front of the stage. 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.

## F. DRESSING ROOMS

**F1. BAND ROOMS:** Three (3) CLEAN, comfortable, and private dressing rooms, equipped with sofas, chairs, mirrors, ashtrays, and trash bins; comfortably heated or air-conditioned, ventilated and well lit. ROOMS SHALL BE IN EASY ACCESS TO CLEAN LAVATORIES THAT ARE TO BE SUPPLIED WITH SOAP, TOILET TISSUE. THESE LAVATORIES SHALL BE CLOSED TO THE GENERAL PUBLIC.

**F2. CREW ROOM:** This room shall be available from load in until load-out is complete. It is for the sole and exclusive use of Artist Production Crew. This room must be capable of accommodating at least five (5) people.

## G. HOSPITALITY

**PLEASE NOTE: Absolutely NO alcohol is to be served or left backstage at any time. After the show, requested beer & wine will go directly on the bus with the crew.**

**TOTAL BEVERAGES TO BE SUPPLIED: (with unlimited ice for drinks)**

UNLIMITED	<b>Freshly Brewed Coffee</b>
UNLIMITED	<b>Hot Water and assorted teas (including English Breakfast)</b>
1 quart	<b>Milk</b>
1 quart	<b>Lactaid 2%</b>
30 bottles	<b>Bottled <u>SPARKLING</u> Spring Water (half-litre bottles)</b>
3 gallons	<b>Bottled Spring Water (no evian please)</b>

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1/2 case	<b>Lipton Diet Lemon Iced Tea</b>
6 pack	<b>Dr. Pepper</b>
6 pack	<b>Diet Coca Cola</b>
1 six pack	<b>Coca Cola Classic</b>
6 bottles	<b>Lemon-Lime Gatorade (half-litre bottles)</b>
1/2 gallon	<b>Premium Orange Juice (NOT FROM CONCENTRATE)</b>
2 six packs	<b>Local beer/ale (micro brewery preferred)</b>
2 bottles	<b>Red Wine</b>
1 case	<b>Large Solo Cups</b>
10 assorted	<b>Chocolate candy Bars (Including Snickers, Hershey's...)</b>
4 boxes	<b>Assorted cookies</b>
For 9 people	<b>Vegetable platter</b>
For 9 people	<b>Assorted Fresh Fruit</b>
12	<b>Hersheys or Swiss Chocolate candy bars (for Pat)</b>

● **1/2 HOUR PRIOR TO SOUND CHECK:** In Band Dressing Room: Freshly brewed coffee, Half & Half, milk, sugar, hot tea service with (3) lemons and (3) limes, honey, six pack of Coca-Cola Classic, orange juice, 8 quarts spring water, sparkling spring water.

● **BAND AND CREW MEALS: PROMOTER IS RESPONSIBLE FOR PROVIDING LUNCH AND DINNER FOR THE CREW AND BAND. THERE WILL BE A TOTAL OF 13 PEOPLE (BAND, CREW AND DRIVERS). PLEASE SPEAK WITH THE PRODUCTION MANAGER ABOUT ARRANGING SCHEDULE AND THE MENU.**

## **H. PERMITS / LICENCES / VISAS**

**H1.** Purchaser shall furnish and provide at his sole cost and expense any and all of the necessary bonds, permits, licenses and authorizations from any and all government agencies, bureaus and departments (Federal, State or Local).

## **I. ADVERTISING, PROMOTION & COMPS**

**I1. BILLING:** PAT METHENY shall receive 100% star billing in any and all publicity, press releases and paid advertisements, including, without limitation: newspaper ads, posters, flyers, marquees, signs, lobby boards, programs and tickets. Billing must read exactly as stated in page 1-2 of this rider.

**I2. PRINT ADS:** Purchaser agrees to use only the artwork and ad mats supplied by ARTIST in all printed advertisements. No photos of artist are to be used other than those supplied by ARTIST.

**I3. RADIO SPOTS:** When radio spots are used for advertising in connection with the PAT METHENY engagement, please contact Artist's Management for selected cuts. NO TUNES ARE TO BE USED WITHOUT WRITTEN CONSENT FROM ARTIST'S MANAGEMENT!!

**I4. INTERVIEWS:** Purchaser agrees that it will not commit any members of the PAT METHENY GROUP to any personal appearances, interviews or any other type of promotion or appearance without prior written consent of ARTIST.

**I5. RIGHT TO APPEAR:** Producer shall not be required to appear or perform before any audience which is segregated on the basis of race, color, creed or where physical violence or injury to the ARTIST is likely to occur.

**I6. ARTIST COMPS:** Purchaser will make available to the ARTIST twenty-eight (28) complimentary seats per show or 1% of the total house seating, whichever is greater. Seats must be in preferred locations from the 8th row back. Pat wants the front rows sold to fans.

**I7. PROMOTER COMPS:** All prices for tickets, the scaling of the house, any and all discounting of tickets, and issuance of press, complimentary or promotional tickets must be approved by ARTIST in writing prior to the engagement. **Purchaser may have 10 tickets for comps and press.** On the night of the show, please present the ARTIST'S representative the following: list of promotion tickets, comps, and press tickets including name and company of each person.

**18. CORPORATE SPONSORS:** Performance cannot be part of corporate sponsored program or in any way endorse, advertise or tie in any promotion for any products, companies, TV. or radio stations, or organizations unless Purchaser obtains written permission from ARTIST management 30 days prior to performance. ARTIST may enter into an agreement with a corporate sponsor. PURCHASER agrees to cooperate and allow ARTIST to meet all conditions of the contract with the sponsor which may include but is not limited to signs, space for exhibition of product or tags on all advertising.

## **J. MERCHANDISING**

**J1.** ARTIST shall have the sole and exclusive right to sell souvenirs, in connection with and at the performance. The receipts thereof shall belong exclusively to PM TOURS, INC. 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 ensure any clearance or approval necessary from venue management or other party of persons, is obtained to permit ARTIST to sell merchandise and distribute its own mailing list, cards or flyers, in and around area of the performance site, (i.e.. lobby area, doors, etc.) before and after performance, and/or during any intermission.

## **K. PAYMENT & LEGAL**

**K1. PAYMENTS:** 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. Payment by a cashier's check or certified check is requested. ARTIST may refuse to accept a personal check as fulfillment of any portion of Purchaser's obligation hereunder. 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 performance, 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. AT THAT TIME, A SEATING PLOT PLAN, A TICKET PRINTER'S MANIFEST, A BOX OFFICE STATEMENT, BONA FIDE RECEIPTS AND COPIES OF ALL BILLS FOR EXPENSES INCURRED IN THE PRESENTATION OF THE ENGAGEMENT MUST BE PRESENTED TO THE ARTIST'S REPRESENTATIVE. COPIES OF ALL PRINT ADS ARE ALSO TO BE PRESENTED AT THE SETTLEMENT.

**K2. NON PAYMENT:** All payments shall be made as provided herein. 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.

**K3. ADVANCE DEPOSITS:** All advance payments and / or deposits owed by Purchaser to the ARTIST prior to the performance are to be paid by certified check or money order to: TED KURLAND ASSOCIATES and mailed to: 173 Brighton Ave. Boston, MA 02134. If you wish to wire the money, direct all bank wires to:

**CITIZENS BANK**  
**1 Citizens Drive, Providence, RI 02915**  
**ABA # 0 1 1 5 0 0 1 2 0**  
**For credit to the account of: Ted Kurland Associates Artist Account**  
**# 1 1 0 9 5 1 2 1 7 9**

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

- a) Purchaser shall be responsible to pay the ARTIST its 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

**K6. UNSOLD TICKETS:** Purchaser further agrees to have on hand at the place of engagement the night of the show, for counting and verification by a representative of ARTIST, all unsold tickets. ARTIST shall be compensated for the difference between the number of tickets manifested. If Purchaser shall violate any of the preceding provisions of this paragraph, it shall be deemed that the Purchaser has sold a ticket for each seat in the house (and permitted standing room) at the highest ticket price for which the house is scaled

**K7. BOX OFFICE:** Purchaser further agrees to give the artist representative:

- 1) the right to enter the box office at any time (during the performance and after the performance) and to examine and make extracts from the box office records of Purchaser relating to the gross receipts of this engagement.
- 2) **a printed box office statement signed by the Purchaser. This must be furnished, with no exceptions, and must be presented to the artist representative within 30 minutes after the show ends. This clause may not be crossed out.**

**K8. SERIES SALES:** Purchaser may not sell tickets to performance herein as part of a series of other concerts without the prior written consent of the ARTIST. All tickets printed under the manifest shall be of one stub, one price variety. There shall be no multiple price tickets printed.

**K9. LIABILITY:** If the Purchaser violates the above clauses, he shall be liable for the total amount of tickets sold at the highest price printed on the tickets. All tickets shall be printed by a bonded ticket house (i.e., Globe Tickets, the official printing department of the university or college).

**K10. TICKET PRICING:** Purchaser may not change (raise or lower) the price of tickets to this engagement without written consent from Artist. The ticket price listed on the face of the contract shall be binding. If Purchaser changes ticket price without consent from Artist, Purchaser shall pay Artist 100% of the increase in Gross as part of his guarantee (i.e. if 2000 seats, and ticket price is raised \$1.00, Artist will be entitled to an additional \$2000 added to the guarantee.)

**K11. DISCREPANCIES:** Purchaser agrees that if there is any discrepancy in the accounting of the show in tickets, moneys, or related areas, the show will be called a sell-out, and all moneys will be paid accordingly before the ARTIST'S performance. The Purchaser may redeem any moneys due him only with an audit by a certified public accountant of the U.S. Internal Revenue Department.

**K12. RELATIONSHIP:** 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.

**K13. CANCELLATION:** Purchaser agrees that ARTIST may cancel engagement hereunder by giving Purchaser written notice of at least thirty (30) days prior to the commencement date of the engagement hereunder, if PM TOURS, INC. 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. In the event of serious illness or injury ARTIST will supply a Doctor's certificate.

**K14. FORCE MAJEURE:** PM Tours shall have the right to cancel Artist's performance in the event PM Tours deems it unsafe to perform due to an Act of God (including inclement weather), riots, strikes, acts of war, acts of terrorism, threat of violence, fires, national or international emergencies, serious injury or illness or other events not within PM Tours' control. In the event of such a cancellation, neither PM Tours nor Artist shall be liable to Purchaser for any loss, damage or expense claimed to have been suffered by Purchaser as a result of such cancellation and PM Tours shall be paid in full.

**K15. BREACH:** 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 as 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.

**K16. ALTERATIONS:** This agreement may not be changed, modified or altered except by an instrument in writing by the parties.

**K17. DOCUMENT CHANGES:** 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 ARTIST. By sole act of signing, Purchaser readily accepts all provisions of ARTIST'S contract, regardless of any additions or deletions Purchaser may try to make.

**K18. ACTS OF OMISSION:** ARTIST assumes no personal liability for any act or omission of Artist, or employees of Artist.

**K19. TRANSFER OF RIGHTS:** 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 the Purchaser 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.

**K20. ARBITRATION:** This agreement shall be construed and interpreted and pursuant to the laws of the State of New York. The parties hereto irrevocably and absolutely consent to sole, exclusive and mandatory jurisdiction of the Courts of the State of New York. Any court proceeding filed or brought in connection with this Agreement or arising out of the Agreement shall only be filed in the appropriate Federal or State Court located in New York, New York. This is a specifically negotiated provision of the agreement.

AGREED AND ACCEPTED:

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
For PM Tours, Inc.

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