

FRED HERSCH POCKET ORCHESTRA 2018 CONTRACT RIDER

This rider is to be attached to and made part of the contract dated _____
between Fred Hersch Pocket Orchestra hereinafter referred to as the "ARTIST" and _____
hereinafter referred to as the "PRESENTER".

Performance Date: _____
Performance Location: _____

Please read this rider carefully. It is a part of the attached contract for a performance by the Fred Herch Pocket Orchestra. By signing it you are agreeing to supply him with certain equipment and working conditions that are essential to his performance. ARTIST agrees to furnish and PRESENTER agrees to accept for the engagement(s) hereunder the services of the ARTIST upon the conditions listed herein.

If PRESENTER has any problems or questions concerning any provisions of this contract and rider, ARTISTS' travel schedule and for technical problems, please contact Bryan Farina at +1.773.640.7171 or bryan@rainmakermanagement.net.

Pre-engagement print ad package consisting of all advertising, interviews and previews, as well as post-engagement reviews to be mailed to ARTIST at:

Rainmaker Management
c/o Bryan Farina
15436 N. Florida Avenue
Suite 170
Tampa, FL 33613
813-867-7209 ext.9 vocie and fax
email: Bryan@rainmakermanagement.net

1.) The correct billing for ARTIST is as follows: FRED HERSCH POCKET ORCHESTRA. ARTIST shall receive top billing in any and all publicity releases and paid advertisements, including but not limited to programs, flyers, posters, signs, tickets, lobby boards and marquees. Sideman personnel to be confirmed no later than 30 days prior.

2.) PRESENTER agrees to provide and pay for at his/her sole cost and expense:

A. **AIR TRANSPORTATION (WHEN APPLICABLE)**

One (1) Business/First class and four (4) coach round trip non-stop airfares. Airline tickets must be coordinated with and approved by Bryan Farina at +1.773.640.7171 Airline tickets must be able to be modified at no cost or liability to ARTIST due to schedule or personnel changes.

B. GROUND TRANSPORTATION

Local Ground Transportation: One Large Van with the back seat removed to pick up band and staff at airport upon arrival. Transportation remains available to ARTIST, band and staff through-out the day(s) the show(s), and for ARTIST'S, band's and staff's return to the airport.

C. HOTEL

One (1) deluxe suite and three (3) King rooms. When ARTIST is traveling more than 3 hours by plane, Presenter must provide 2 nights of hotel for ARTIST to be confirmed on advance.

D. FOOD

One full dinner catered for 4 persons (or cash buyout) at the venue or a nearby restaurant after sound-check (menu to be approved by artist management)* No pork dishes please*

Please Note, Mr. Hersch is diabetic so a timely and appropriate meal is very important

NOTE: ALL FLIGHT AND HOTEL ACCOMMODATIONS MUST BE PRE-APPROVED WITH ARTIST OR ARTIST'S REPRESENTATIVE. PLEASE CONTACT ARTIST'S REPRESENTATIVE, BRYAN FARINA +1773-640-7171

E. GREEN ROOM HOSPITALITY

PRESENTER to provide the following:

- | | |
|---|--------------------------------------|
| - Bottled Still water | - Beer & Wine (where permitted) |
| - Coffee (regular and decaf) w/ milk sweeteners | - Platter with fresh and dried fruit |
| - Selection of tea to include herbal | - Mixed nuts and Crudité |

In the Dressing Rooms

- Bottled Still water
- Hand towels

On Stage

- [4] 16 oz. bottles of water
- [4] Black or dark colored hand towels

F. Tickets

PRESENTER to provide ten (10) complimentary tickets for ARTIST'S use. Any unused tickets will be returned in time to be sold for the performance.

- 3.) PRESENTER agrees to provide the following necessary band needs. (See attached Staging Detail on pages 6, 7, 8, 9 and 10.)
- 4.) ARTIST and his management company have the final right of approval on any sound reinforcement system to be used for the performance(s) hereunder. PRESENTER will provide a detailed description (including all technical specifications) of the exact system at least six (6) weeks prior to the date of performance(s). Said sound system will be acceptable only if approval is granted by ARTIST.
- 5.) It is specifically agreed and understood that PRESENTER shall provide highly competent and qualified sound and light engineers. The ARTIST'S representative shall have sole and absolute authority to supervise the mixing and controlling of all sound and lighting equipment while ARTIST is performing.
- 6.)
 - A. PRESENTER agrees that on the day of the performance, the place of performance will be completely ready and available for load-in by artist and set-up at least four (4) hours prior to performance time. At this time, PRESENTER agrees to provide at his sole cost and expense a minimum of two (2) stagehands for the loading-in of ARTIST'S equipment. These stagehands shall also be available immediately following the performance for the loading-out of the ARTIST'S equipment. At the time of the load-in, PRESENTER agrees to provide access to the place of performance and parking spaces for one (1) cars and one (1) van in close proximity and with direct access to the stage area. These parking spaces shall be available until two (2) hours after the performance is completed.
 - B. PRESENTER agrees to provide for sound check to commence no later than three (3) hours prior to performance time. PRESENTER agrees to provide the same stage used for the performance hereunder, as well as all sound and lighting equipment. The stagehands and technicians shall also be available during each performance. All backstage catering items to be available at this time.
- 7.)
 - A. PRESENTER agrees to provide and pay for 3 (3) private and comfortable dressing rooms, one for the ARTIST and one for the female personnel and 1 for the rest of the band and staff members. Each room shall be clean, dry, well lit, and heated or air conditioned as the weather shall require. They shall have at least two (2) 120-volt AC electrical outlets. Each shall contain a coat rack, tables and chairs, an iron and at least one (1) full length mirror with easy access to private lavatories which contain toilets and sinks, and are supplied with soap, toilet paper, paper towels, hand sanitizer and Kleenex tissues.
 - B. Dressing rooms will be made available to ARTIST'S representative upon their arrival and will remain available to ARTIST and his staff until two (2) hours after the close of the performance. PRESENTER shall be solely responsible for the security of items in the dressing room area, and shall keep all unauthorized persons from entering said area. Additionally, these rooms shall be capable of being locked and the key shall be allowed only to the ARTIST or his representative. PRESENTER shall provide a security person at dressing room area whenever ARTIST, band members, ARTIST'S representatives, or their property occupy said rooms.

8.) PAYMENT

All payments by the PRESENTER to the ARTIST, required to be made under or pursuant to this agreement, shall be made in the form of a wire transfer (invoice w/ account details to be provided) or Cashier's Check (US dates only) payable to "Classic Sound Productions Inc." and shall be available prior to sound check. All payments shall be made as provided herein. In the event PRESENTER fails to make any payment or breaches any other provisions of this agreement, ARTIST shall have the right to withhold performance without prejudice to their rights hereunder. A breach clause contained in this agreement shall be deemed a material breach. If ARTIST elects to perform or to continue to perform notwithstanding breach of this agreement by PRESENTER, the performance shall not constitute a waiver of any claim the ARTIST may have for damages or otherwise.

- 9.) In the event that the terms of this Agreement do not include a percentage participation by the ARTIST, it is understood and agreed that said non-participation is predicated on the fact that admission prices to concert (or potential gross as stated on the face of the contract) must be a condition of the contract and adhered to.

In the event that the gross box office receipts and/or admission prices exceed those stipulated on the face of contract, PRESENTER must pay to ARTIST'S representative, on the night of the engagement, the total difference between the agreed potential gross and the actual gross.

- 10.) ARTIST shall have sole and exclusive control over the production and presentation of ARTIST'S performance with regard to staging, lighting, sound, wardrobe, material and accompaniment. ARTIST'S obligation hereunder is subject to detention or prevention by sickness, accident, means of transportation, acts of God, riots, strikes, labor difficulties, epidemics, any act or order of public authority, or any other cause, similar or dissimilar, beyond ARTIST'S control.
- 11.) ARTIST or his management company has the final right of approval on any and all supporting acts to be used on any engagement(s) where ARTIST is the headline attraction. Whenever said approval is required, a list of proposed supporting acts must be submitted to the management office no later than ten (10) weeks prior to said engagement(s).
- 12.) PRESENTER agrees that there will be no signs, placards, banners, or other commercial advertising material on or near the stage area during the entire performance, nor shall the ARTIST'S appearance be sponsored by or in any other manner tied with any commercial product or company without prior written consent of ARTIST or his management company. The PRESENTER further agrees that the name of the ARTIST will not be used in association directly or indirectly with any product or service without the ARTIST'S prior written consent.
- 13.) PRESENTER agrees that directly prior to ARTIST'S performance, there shall be no announcements or speeches of any kind without ARTIST'S prior consent. PRESENTER will provide an announcer to introduce ARTIST prior to his performance in a manner specified by ARTIST'S representative.

- 14.) NO PORTION OF THE PERFORMANCE(S) RENDERED HEREUNDER MAY BE PHOTOGRAPHED, RECORDED, FILMED OR TAPED. PRESENTER AGREES THAT HE WILL NOT AUTHORIZE ANY SUCH RECORDING, NOR ADMIT TO THE PLACE OF PERFORMANCE ANY DEVICE THAT COULD BE USED FOR ANY SUCH AUTHORIZED RECORDING PURPOSE. WITHOUT LIMITING IN ANY WAY THE GENERALITY OF THE FOREGOING PROHIBITIONS, THEY ARE UNDERSTOOD TO INCLUDE MEMBERS OF THE AUDIENCE, PRESS AND PRESENTER'S STAFF. IF ANY UNAUTHORIZED RECORDING IS DISCOVERED DURING ARTIST'S PERFORMANCE(S), ARTIST SHALL HAVE THE RIGHT TO WITHHOLD PERFORMANCE WITHOUT PREJUDICE TO HIS RIGHTS HEREUNDER AND CONFISCATE ANY SUCH MATERIAL.
- 15.) PRESENTER shall provide adequate security personnel for the protection of the ARTIST and his band and staff. Such security personnel will be available during rehearsal, performance(s), and for at least one (1) hour after performance(s). ARTIST'S representative shall have sole control of placement of backstage security.
- 16.) ARTIST'S representative, sound engineer, equipment crew and musicians shall be supplied with whatever identification and authorization which may be necessary for complete freedom of movement throughout the place of performance. These passes must be good for backstage, stage and dressing rooms, main audience area, and parking area. These passes shall be made available to ARTIST or his representative upon his arrival at the place of performance.
- 17.) ARTIST shall have the right to cancel this Agreement without liability upon notice to PRESENTER no later than forty-five (45) days prior to the date of the first performance hereunder, in the event that ARTIST secures a commitment for a motion picture, a major television guest appearance, a series of television performances, a "Special" television program, or a legitimate stage production, and such commitment would/might interfere or conflict with the engagement hereunder.
- 18.) PRESENTER agrees to provide:
- A. Any and all necessary permits, licenses and authorizations from any and all government agencies, bureaus and departments (federal, state and local).
 - B. Any and all necessary immigration and customs clearances if engagement is to be performed outside The United States of America.
 - C. Any additional musicians who may be required by the local musician's union in whose jurisdiction the engagement hereunder is being played.
- 19.) This Agreement may not be changed or altered except by an instrument in writing signed by the parties. This Agreement shall be construed in accordance with the laws of the State of New York and in accordance with the rules and regulations of the American Arbitration Association governing the three member panels.

- 20.) In the case of any conflict of terms, the terms contained in this rider shall prevail over any other, including any printed, hand-written, or typed terms located elsewhere in this contract. ALL TERMS OF THIS RIDER ARE SPECIFICALLY ACCEPTED BY PRESENTER UNLESS THEY ARE WAIVED BY ARTIST OR ARTIST'S REPRESENTATIVE. Such waiver shall be effective only if initialed by both ARTIST or ARTIST'S REPRESENTATIVE and PRESENTER.
- 21.) Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and the PRESENTER shall remain liable for payment of the full contract price, even if the performance(s) called herein are prevented by such weather conditions.
- 22.) PRESENTER shall indemnify and hold ARTIST, management, its contractors, agents, employees, licensees, and designees harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred, suffered by, or threatened against PRESENTER in connection with any claim for personal injury or property damage, brought by or on behalf of any party in connection with the engagement. PRESENTER further agrees to provide public liability and workman's compensation if required.
- 23.) Pertaining to any outdoor performances: in the event of rain or inclement weather, PRESENTER is responsible for providing ARTIST with a safe and securely covered stage, permitting the ARTIST to perform without hazard, as PRESENTER is obligated to pay ARTIST full compensation as specified on the face page of this Agreement.

NO PART OF THIS RIDER WILL BE CONSIDERED DELETED WITHOUT ARTIST'S REPRESENTATIVE, INITIALED ACCEPTANCE!

AGREED AND ACCEPTED:

PRESENTER

ARTIST REPRESENTATIVE

TECHNICAL REQUIREMENTS

BACKLINE SUBJECT TO CHANGE ON ADVANCE

GRAND PIANO

Steinway Grand Piano (7 ft Model “B” for clubs and a 9ft model “D” for concerts. **ALL NON STEINWAY PIANOS MUST BE APPROVED BY ARTIST AT LEAST 3 WEEKS PRIOR TO ENGAGEMENT.** Piano must tuned to A440-442 on the day of performance prior to ARTIST’S arrival. Piano must be re-tuned at the PURCHASER's in-between soundcheck, and performance. A “touch up” tuning will also be required if the piano is used by another performer during a multi-act show or festival.

PERCUSSION

- 1 Cajon LP model Mario Cortez or similar (no bass cajon or Meinl cajon)
- 3 cymbal stands
- 1 snare stand
- 1 LP djembe
- 1 bass drum pedal
- 1 drum rug
- 1 piano stool

Other Needs

- 4- Music Stands w/ Lights

ALL TECHNICAL ITEMS TO BE CONFIRMED AS NEEDED ON ADVANCE

TECHNICAL REQUIREMENTS

PURCHASER shall provide at his sole expense a professional grade, state-of-the-art sound system. This PA system shall be a stereo hi-fidelity speaker system capable of 104db of clear non-distorted sound at the house mixing position, which should be no further than 75-100 feet from the stage.

In addition to House Sound System Speaker Array, PURCHASER MUST PROVIDE dedicated speakers with separate matrix and stereo EQ control that cover first several rows of audience seating, i.e., FRONT FILLS.

All speaker systems should be agreed upon via verbal communications with ARTIST PM at least one week prior to show date.

It is the responsibility of the sound contractor to bring any substitutions to the attention of the ARTIST PM.

PURCHASER agrees to provide the following at no expense to the ARTIST:

- a. Qualified technicians during all performances and sound checks to solve any problems that may occur with the PA system, monitors and band equipment.
- b. The name, phone number and email contact of the sound company that will supply the sound system for the engagement a minimum of one month prior to the engagement.

HOUSE SYSTEM EQUIPMENT REQUIREMENTS

PA SYSTEM

One High Quality PA System capable of even coverage to all areas of the venue

MONITOR SPEAKER SYSTEM

Four (4) matching, 12" X 2" configuration, bi-amped wedges.

Preferred: D&B Max 12 or 15, Meyer MJF 212, Meyer UM1P or similar

MICROPHONES & STANDS

2 Tripod boom Stands @ piano for Artist supplied condenser

1 Wireless SM 58 @ piano

1 mic for the cajon (back)

2 percussion overhead mics (184s or similar)

1 mic for the djembe

1 XLR line for the pandeiro (we provide clip-on mic)

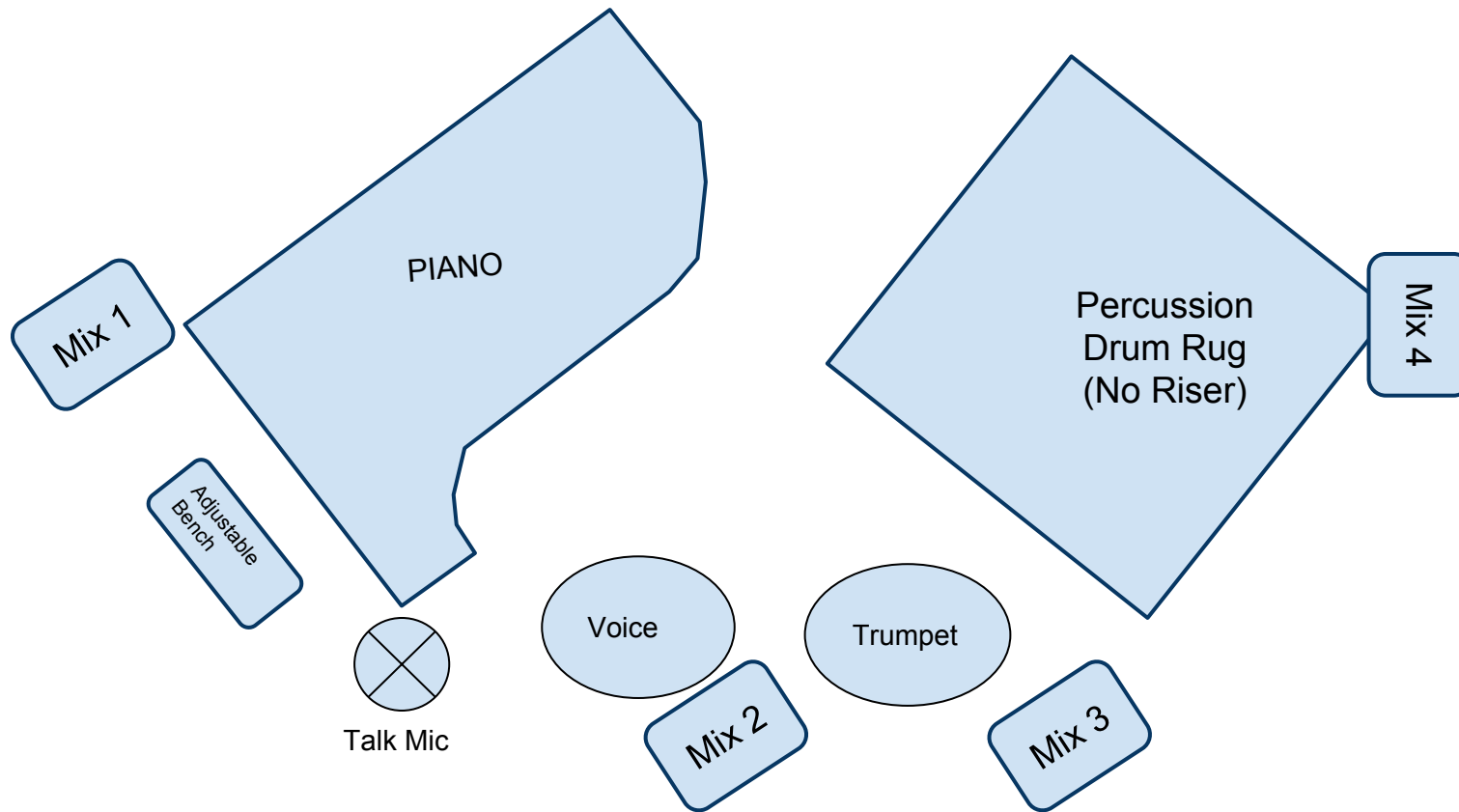
1 Neuman KMS 105 for voice

LIGHTING REQUIREMENTS

PURCHASER to provide lighting engineer. ARTIST will need a well-lit stage with the possibility to highlight each of the four (4) musicians at their respective positions. PURCHASER is responsible for providing an appropriate lighting system.

Lighting system power needs to be separate from audio and stage power.

FRED HERSCH POCKET ORCHESTRA



Additional Needs

- Piano lid must be full stick
- 4 music stands
- 4 fresh bottle of water and 4 dark hand towels