

BRUBECK BROTHERS QUARTET

Rider

Rider to Agreement between the **BRUBECK BROTHERS QUARTET** (hereafter referred to as Artist) and _____ (hereafter referred to as Operator). This Rider is deemed necessary by Artist in order to make his presentation as effective as possible. It is essential that you read it very carefully and comply with all of its provisions. **In the event you have any questions concerning any of these provisions please immediately contact: Chris Brubeck at (203-762-3591) or Chris@Brubeckmusic.com**

The following shall be deemed incorporated in and made part of the agreement to which it is attached:

1. All payments by Operator to the Artist (excluding the deposit) must be cash, certified check or University check. There can be no exceptions.
2. No portion of the performance hereunder may be broadcast, photographed, recorded, filmed, taped or embodied in any form for any purpose of reproducing such performance and Operator agrees that it will not authorize any such recording without prior written consent of the artist. Operator will deny entrance to any person(s) carrying tape or video recording equipment. Without limiting in any way the generality of the foregoing prohibition, it is understood to include members of the audience, press and Operator's staff.
3. Operator agrees to supply the following at no cost to the Artist:
 - (a) A good grand piano, to be tuned the day of the performance at a time not to interfere with the scheduled sound check (i.e., if sound check is at 3:00 p.m., piano tuned by 12:00 p.m.). **Please call Chris Brubeck (203-762-3591)/ Chris@Brubeckmusic.com with any questions. Please note that any stage plots that refer to Mesa Boogie guitar amps are incorrect, below is the newest list of requested amps.**
 - (b) **Equipment: SWR bass amp AND**
 - (c) **2 Guitar Amps** - 1st Fender Hot Rod DeVille w/4 (10") speakers **AND** 2nd Fender Deluxe Reverb **AND/OR** 3rd Roland Cube **AND** 2 Guitar stands *Please contact Mike DeMicco (845-750-4709) to confirm.*
 - (d) Operator shall rent a MIDI keyboard, preferably a Kurzweil PC88 and dedicate 2 monitor wedges to the keyboard position with 2 separate monitor mixes **OR** provide 2 additional bass amps for the MIDI keyboard setup.
 - (e) **Drums: Please see attached list**
 - (f) Complete sound system to cover performance hall of venue with at least twelve (12) microphones. Operator shall provide all technical staff required for performance. See drawing attached for technical requirements. (For smaller halls, fewer microphones may be acceptable, i.e., drum mics, etc.)
 - (g) Five monitors. For larger halls, six monitors.
 - (h) Three (3) music stands.
 - (i) Small table, with a jug of water (ice not necessary) and 4 glasses for stage (or bottled water for each musician).
 - (j) General full-stage overhead lighting. If available, varied colored lights enhance the different moods expressed by the music. The hall shall provide a qualified lighting technician to set up lights at rehearsal and run the lighting board during the concert.

(k) One fully-equipped dressing room with bathroom. Dressing room must comfortably hold four (4) people. Dressing room must have lock and key.

(l) Any and all necessary immigration clearances if concert is to be held outside the United States.

(m) Refreshments: To be provided one hour prior to performance: A deli tray with cold cuts, cheeses, crackers, breads, fruits and condiments & drinks: mix of soda, orange juice, bottled water, fresh hot coffee and one twelve pack of beer (Corona preferred). A hot meal after performance would be appreciated whenever possible.

4. Both Artist and Operator want this performance to be successful for all concerned and will cooperate with all publicity efforts. **Operator shall contact Chris Brubeck (203-762-3591)/ Chris@BrubeckMusic.com at least 1 month before the performance to set up print and radio interviews.** (Chris is known as a very good interview and has much experience with print, radio and television interviews). Artist is to receive 100% star billing in all advertising.

5. Operator will provide all ground transportation is so noted on contract face #4.

6. Operator will provide hotel accommodations at a national Chain or better class hotel, within a reasonable distance from the venue, four (4) non-smoking singles if so noted on contract face #4. Please make reservations under Chris Brubeck, Dan Brubeck, Michael DeMicco and Chuck Lamb.

7. Operator will pay all airline fees & overweight charges, round-trip if so noted on contract face #4.

8. Operator will pay all union fees, local and federal taxes, entry fees and airport departure taxes, if any. The compensation on contract #4 is to be considered net to the artist. No fees of any kind to be deducted from this amount without written consent of Artist.

9. Operator will pay all overweight charges, round-trip.

10. Operator will provide Artist with 10 complimentary passes each night of performance.

11. The **Brubeck Brothers Quartet** reserves the right to sell souvenirs and/or CDs at all of their performances. Operator will provide Seller for CDs and a cash drawer.

12. Artist shall have the right to terminate the Agreement if:

a) Any member of the group shall die or become ill or incapacitated.

b) There is an accident or delay in means of transportation or in Artist's judgment, performance of engagement may directly or indirectly expose Artist or any employee of Artists or Operator or any portion of the audience to death or injury by outbreak of violence or civil strife of any kind.

c) Performance of Artist's obligations shall be rendered impossible or impractical by reason of strikes, civil unrest, order of public authority epidemic, dangerous weather conditions, national or local state of emergency, fire or other event or condition of any kind or character.

d) Performance of any of Artist's obligations shall expose Artist or any employee or Operator's employees, agents or independent contractors to civil or criminal proceedings of any kind.

e) Operator agrees that there shall be no discrimination based on color, race, nationality, creed or religion of any kind. In the event of violations of the foregoing stipulation, Artist shall have the right to refuse to perform the engagement, without liability.

f) Artist is only responsible to perform in the following agreed-upon contract, exact dates, cities, venues, TV and radio stations and/or charity presentations.

g) If this Agreement shall be terminated for reasons (a) or (b) referred to in the preceding paragraph, Artist shall promptly refund to Operator any amount thereto paid by Operator to Artists.

13. Operator, at his sole cost and expense, shall obtain all licenses, permits or other approval required from any union, public authority, performing rights society or other entity having jurisdiction with respect to the engagement, and shall comply with and fulfill all terms and conditions set forth therein.

14. Operator shall indemnify and hold Artists, Management, its contractors, agents, employees, licensees and designees harmless from and against any loss, damage, or expense, including reasonable attorneys' fees incurred, suffered by or threatened against Operator in connection with any claim for personal injury or property damage, brought by or on behalf of any party in connection with the engagement. Operator further agrees to provide public liability and workman's comp (if required by Operator) with respect to this engagement.

15. This Rider and the attached Artist Contract to which it is attached constitute the parties' entire understanding and shall not be abrogated or modified except in writing. If Operator shall in any manner attempt to vary any terms set forth herein, the same shall be deemed to constitute a counter offer not binding upon the Artist. This agreement shall not be binding upon Artist until executed by an officer of Artist.

AGREED AND ACCEPTED:

DATE: _____

DATE: _____

BRUBECK BROTHERS QUARTET

Drum Rider for Dan Brubeck

Artist prefers to use Yamaha drums. If these are not available, Sonar or Pearl are also acceptable (in that order)

Drums and Heads:

12" x 8" Mounted Tom - No "Deep" Toms please

NOTE: Tom MUST mount off the bass drum. A separate stand for the Tom is unacceptable.

14" Floor Tom with legs

14" Snare Drum (Jazz Quality)

Bass Drum:

20" Bass Drum preferred.

18" Bass Drum second choice.

NOTE: 22" Bass Drum is unacceptable.

Bass Drum should sit on the floor. **An "elevated" Bass Drum is unacceptable.**

Bass Drum Heads:

Any 2-ply Batter Head with a self-muffling system.

For example, Evans coated EQ1 Resonate Batter Head muffling system

Ambassador fiber skin to audience side.

All heads should be coated **REMO AMBASSADOR HEADS** except for the Bass Drum.

Hardware:

(2) Adjustable non-ratcheting snare stands (artist travels with a timbale)

4 Yamaha single braced cymbal stands

1 Yamaha Hi Hat stand (no toe plate)

1 Bass drum pedal - DW strap pedal or Yamaha

1 Throne seat - adjustable to sit at 18" - **BICYCLE STYLE SEATS ARE UNACCEPTABLE**

Operator will provide one large rug for the drum set, at least 6x6 feet (to keep drums from slipping or marring the floor) set up with the front edge about 10 feet from the edge of the stage front.