

# Todd Marcus

## Jazz Orchestra/Quartet/Trio/Duo

### RIDER

ATTACHED TO AND MADE A PART OF THE CONTRACT DATED \_\_\_\_\_  
between

THE TODD MARCUS JAZZ ORCHESTRA/QUINTET/QUARTET/TRIO/DUO  
(Hereinafter referred to as "Artist")  
-and-

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(Hereinafter referred to as "Purchaser")

PLEASE READ THIS RIDER CAREFULLY. IT IS AN ESSENTIAL PART OF THE ATTACHED CONTRACT FOR A PERFORMANCE BY THE ARTIST. BY SIGNING IT, YOU ARE AGREEING TO SUPPLY THE ARTIST WITH CERTAIN EQUIPMENT AND WORKING CONDITIONS WHICH ARE ESSENTIAL TO THEIR PERFORMANCE. ANY BREACH OF THE TERMS OF THIS RIDER IS A BREACH OF THE CONTRACT AND MAY CAUSE ARTIST TO CANCEL PERFORMANCE WITHOUT RELEASING PURCHASER FROM THE OBLIGATION TO PAY ARTIST.

#### **GENERAL PROVISIONS:**

1. No other act may appear on the same program without prior written consent of the ARTIST.
2. ARTIST shall have the sole and exclusive control over the production and presentation of their performance with regard to staging, lighting, sound, wardrobe, emcee, and material.
3. PURCHASER agrees that he will not sell any products identified with ARTIST at the place of performance or any other adjacent place under his control without expressed consent of ARTIST.
4. No portion of the performance(s) rendered hereunder may be broadcast, recorded, filmed, taped, photographed or otherwise embodied without authorization by ARTIST. Photography must be by available light only, unless requirement is waived by ARTIST.
5. PURCHASER agrees to supply all necessary permits, licenses, and authorizations from any and all government agencies, bureaus, departments, Federal, State, and/or local governments and to provide Immigration clearances if the engagement is to take place outside the United States.
6. As available, Purchaser will offer ten (10) complimentary seats per show to ARTIST for its use.
7. ARTIST shall be permitted, without Purchaser's further consent, to record, film, tape, videotape or photograph ARTIST's performance hereunder. The master tapes and/or negatives of such recording, filming, taping, videotaping, or photographing shall be and remain ARTIST's sole and exclusive property.

#### **SOUND and LIGHTING REQUIREMENTS:**

8. PURCHASER shall provide at his and expense a professional sound and lighting crew to operate systems, assist with load in/set-up/load out, and to work with artists for desired results before and during performance.
9. PURCHASER shall provide at his and expense a first-class professional sound reinforcement with minimum requirements as detailed under TECHNICAL REQUIREMENTS.
10. The ARTIST must have a minimum of one (1) hour rehearsal time on stage prior to the first performance.

#### **TRANSPORTATION:**

11. PURCHASER shall provide (at no expense to ARTIST) all local transportation needs. This includes airport / hotel / sound check / performance / hotel and return to airport. Sufficient vehicle(s) for transporting ARTIST with accompanying instruments and personal luggage.

**DRESSING ROOMS / HOSPITALITY:**

12. PURCHASER shall provide comfortable and private dressing room with clean lavatories, mirror, tables, chairs, garment rack, and wastebaskets.

13. PURCHASER shall provide ARTIST(s) with food and refreshments inside artist's dressing room by artist's specified load in time. Recommended are a hot (non fast-food) dinner adults, on-site at venue (preferred) or at nearby restaurant (to be specified) and assorted beverages including juices, soft drinks, and bottled water.

**MERCHANDISE:**

14. If requested by ARTIST and agreed to by PURCHASER, PURCHASER will provide area for ARTIST merchandise to be displayed and sold. If there is a concessions fee required by the venue, this information should be communicated to ARTIST immediately. If advance notice is not provided, PURCHASER will be required to pay all fees accrued as a result of the sale of ARTIST's merchandise.

15. PURCHASER agrees that he/she will receive no percentage of any moneys received from the sale of such merchandise, and ARTIST will retain one hundred percent (100%) of the receipts wherefrom, with the sole exception of any financial arrangements with a house charge.

**PERFORMANCE INTRODUCTIONS:**

16. Performance emcee must speak briefly with ARTIST at the conclusion of sound check, outside of dressing room to clear introductions, intermission contents, and timing of performance sets.

**CANCELLATION, FORCE MAJEURE:**

15. ARTIST's obligation to perform hereunder shall be excused if ARTIST, or any of his group essential crew, is unable to perform as a result of: illness or injury; detention resulting from inability to obtain reasonable modes of transportation; riots or other civil strife; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; or any other cause beyond ARTIST's reasonable control. In such event, ARTIST will not be required to perform and shall return to PURCHASER any deposits paid, less costs incurred by ARTIST and neither party shall be under any further obligation to the other.

**FINAL ITEMS:**

16. All attached and enclosed forms must be completed and returned with the contract and rider. Any additional forms, which are sent to PURCHASER, must be completed and returned within seven (7) days.

17. All rider specifications are subject to additions and deletions by ARTIST (if production needs should change after this rider is signed and executed, any additional expense incurred must be mutually approved by ARTIST and PURCHASER.

18. By the act of signing this RIDER PURCHASER fully accepts all provisions of this agreement. THE PERSON SIGNING THIS AGREEMENT MUST PERSONALLY BE PRESENT AT THE PLACE OF THE PERFORMANCE, FROM LOAD-IN THROUGH LOAD-OUT.

**FEES and PAYMENT SCHEDULE:**

Fees negotiable.

**ADDITIONAL CONSIDERATIONS:**

RIDER ACCEPTED AND AGREED BY:

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
date

\_\_\_\_\_  
Todd Marcus Jazz Orchestra/Quintet/Quartet/Trio/Duo

\_\_\_\_\_  
date

# TECHNICAL AGREEMENTS

## FOR THE TODD MARCUS JAZZ ORCHESTRA

### 1) SOUND REINFORCEMENT:

- twelve (12) channel mixing board; four (4) full range main speakers; five (5) floor monitors; one (1) pro level head (500-800 watts) and pro level cabinet with two or four 10 inch speakers; one (1) direct input box; one (1) vocal microphone (Shure SM 58 or better); seven (7) instrument microphones: Sennheiser Model #441 or Model #421 or comparable; three (3) drum set microphones (one AKG D-112 or equivalent for bass drum, one hi-hat/snare mic, and one overhead condensers) two (2) omni-directional for piano
- Audio Engineer and Assistant

### 2) BACK LINE:

- Piano: grand or baby grand acoustic piano (Steinway or Baldwin preferred);
- Double Bass/Contrabass: High quality, professional grade, hand carved instrument (plywood not acceptable), a 3/4 size (40cm standard size), must have adjustable bridge and a realist pickup
- Drums: One (1) professional quality Gretsch drum set or equivalent including one (1) 18" diameter bass drum, two (2) mounted toms; one (1) floor tom; one (1) high-hat cymbal stand; three (3) cymbal stands; one (1) snare drum stand; one (1) bass drum pedal; one (1) drum throne; one (1) floor rug approximately 5'x5' to be placed under drums set

### 3) LIGHTING/STAGING:

- 6 armless chairs; 1 piano bench; 8 music stands (Manhasset or similar); 9 music stand lights
- adequate professional stage lighting system with a standard assortment of bright colored gels;
- Lighting Technician and Assistant
- A safe and securely erected stage with sufficient space and dimensions for nine (9) musicians comprising the Todd Marcus Jazz Orchestra to perform comfortably and safely.

### 4) HOSPITALITY:

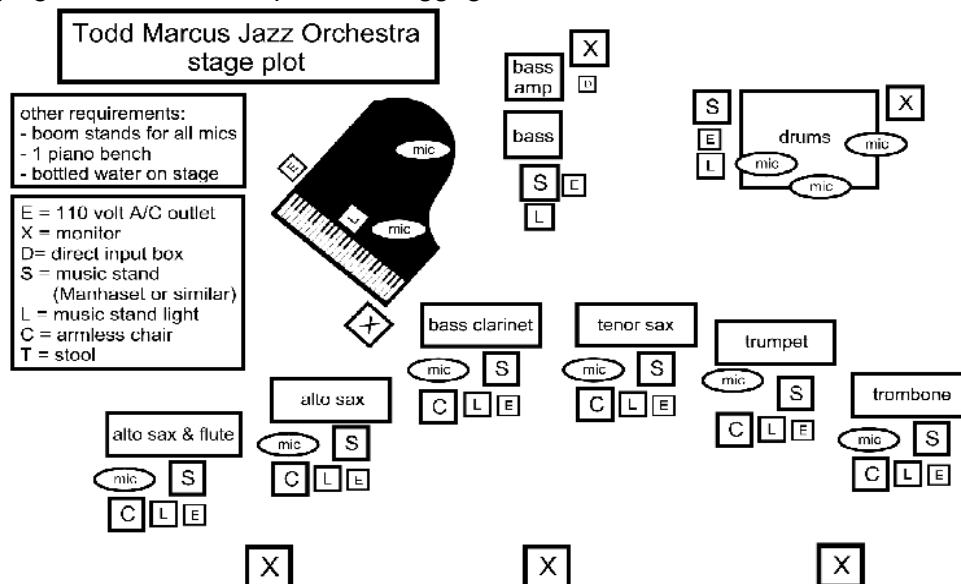
- PURCHASER shall provide ARTIST with food and refreshments for nine (9) persons. Recommended are a hot (non fast-food) dinner adults, on-site at venue (preferred) or at nearby restaurant (to be specified) and assorted beverages including juices, soft drinks, and bottled water.

### 5) ACCOMMODATIONS:

- 9 Single Hotel Rooms, Queen or King Beds; 3-Star or Better

### 6) GROUND TRANSPORTATION:

- PURCHASER shall provide (at no expense to ARTIST) all local transportation needs. This includes airport / hotel / sound check / performance / hotel and return to airport. Sufficient vehicle(s) for transportation must be provided for nine (9) persons for The Todd Marcus Jazz Orchestra and accompanying instruments and personal luggage.



## **TECHNICAL AGREEMENTS**

### **FOR THE TODD MARCUS QUINTET**

#### **1) SOUND REINFORCEMENT:**

- eight (8) channel mixing board; four (4) full range main speakers; four (4) floor monitors; one (1) pro level head (500-800 watts) and pro level cabinet with two or four 10 inch speakers; one (1) direct input box; one (1) vocal microphone (Shure SM 58 or better); two (2) instrument microphones: Sennheiser Model #441 or Model #421 or comparable; three (3) drum set microphones (one AKG D-112 or equivalent for bass drum, one hi-hat/snare mic, and one overhead condensers); two (2) omni-directional for piano;
- when presenting quintet featuring guitar: one Fender Deluxe '65 reissue (Blackface); or one Fender "the twin" Twin amp (Blackface); or one Roland JC 120
- Audio Engineer and Assistant

#### **2) BACK LINE:**

- Piano: grand or baby grand acoustic piano (Steinway or Baldwin preferred);
- Double Bass/Contrabass: High quality, professional grade, hand carved instrument (plywood not acceptable), a 3/4 size (40cm standard size), must have adjustable bridge and a realist pickup
- Vibraphone (when presenting quintet featuring vibraphone): A Musser or Yamaha vibraphone with picture of instrument provided to ARTIST 30 days prior to performance
- Drums: One (1) professional quality Gretsch drum set or equivalent including one (1) 18" diameter bass drum, two (2) mounted toms; one (1) floor tom; one (1) high-hat cymbal stand; three (3) cymbal stands; one (1) snare drum stand; one (1) bass drum pedal; one (1) drum throne; one (1) floor rug approximately 5'x5' to be placed under drums set

#### **3) LIGHTING/STAGING:**

- 1 piano bench; 3 music stands (Manhasset or similar); 4 music stand lights
- adequate professional stage lighting system with a standard assortment of bright colored gels;
- Lighting Technician and Assistant
- A safe and securely erected stage with sufficient space and dimensions for four (4) musicians comprising the Todd Marcus Quartet to perform comfortably and safely.

#### **4) HOSPITALITY:**

- PURCHASER shall provide ARTIST with food and refreshments for four (4) persons. Recommended are a hot (non fast-food) dinner adults, on-site at venue (preferred) or at nearby restaurant (to be specified) and assorted beverages including juices, soft drinks, and bottled water.

#### **5) ACCOMMODATIONS:**

- 5 Single Hotel Rooms, Queen or King Beds; 3-Star or Better

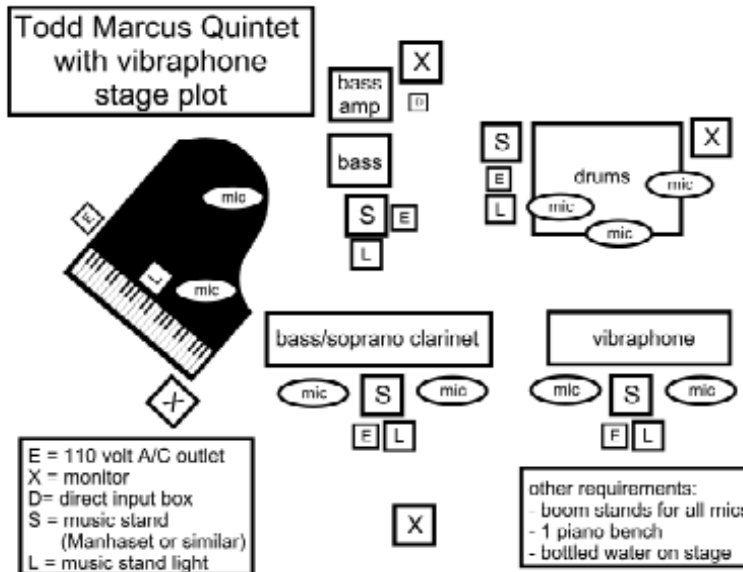
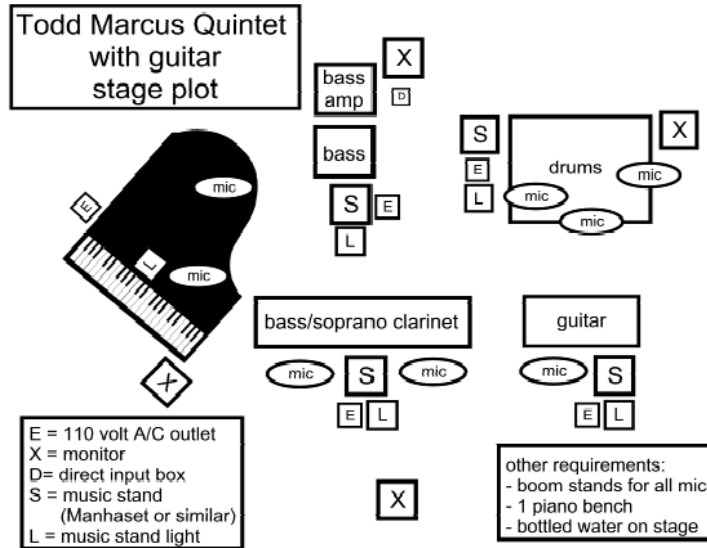
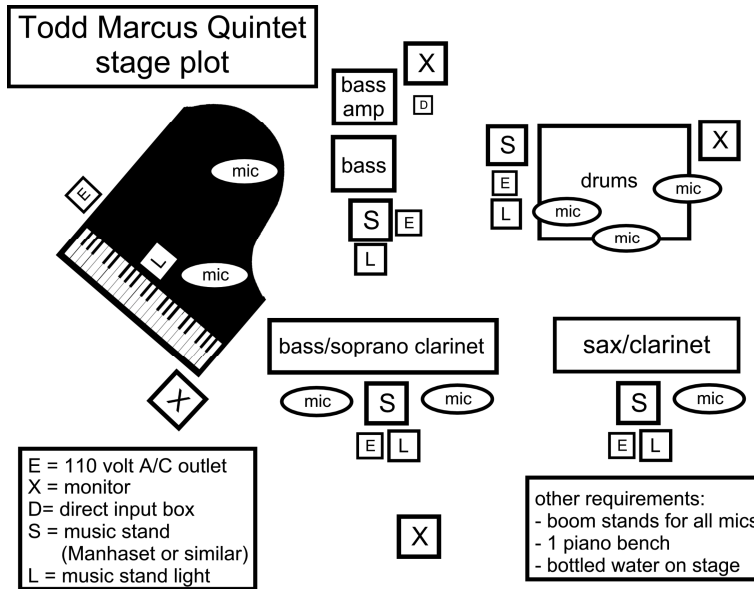
#### **6) GROUND TRANSPORTATION:**

- PURCHASER shall provide (at no expense to ARTIST) all local transportation needs. This includes airport / hotel / sound check / performance / hotel and return to airport. Sufficient vehicle(s) for transportation must be provided for five (5) musicians comprising the Todd Marcus Quintet and accompanying instruments and personal luggage.

#### **7) STAGE PLOT:**

- PURCHASER to use stage plot on following page in according to the version of the quintet being presented

## STAGE PLOTS FOR THE TODD MARCUS QUINTETS:



## TECHNICAL AGREEMENTS

### FOR THE TODD MARCUS QUARTET

#### 1) SOUND REINFORCEMENT:

- eight (8) channel mixing board; four (4) full range main speakers; four (4) floor monitors; one (1) pro level head (500-800 watts) and pro level cabinet with two or four 10 inch speakers; one (1) direct input box; one (1) vocal microphone (Shure SM 58 or better); one (1) instrument microphone: Sennheiser Model #441 or Model #421 or comparable; three (3) drum set microphones (one AKG D-112 or equivalent for bass drum, one hi-hat/snare mic, and one overhead condensers); two (2) omni-directional for piano
- Audio Engineer and Assistant

#### 2) BACK LINE:

- Piano: grand or baby grand acoustic piano (Steinway or Baldwin preferred);
- Double Bass/Contrabass: High quality, professional grade, hand carved instrument (plywood not acceptable), a 3/4 size (40cm standard size), must have adjustable bridge and a realist pickup
- Drums: One (1) professional quality Gretsch drum set or equivalent including one (1) 18" diameter bass drum, two (2) mounted toms; one (1) floor tom; one (1) high-hat cymbal stand; three (3) cymbal stands; one (1) snare drum stand; one (1) bass drum pedal; one (1) drum throne; one (1) floor rug approximately 5'x5' to be placed under drums set

#### 3) LIGHTING/STAGING:

- 1 piano bench; 3 music stands (Manhasset or similar); 4 music stand lights
- adequate professional stage lighting system with a standard assortment of bright colored gels;
- Lighting Technician and Assistant
- A safe and securely erected stage with sufficient space and dimensions for four (4) musicians comprising the Todd Marcus Quartet to perform comfortably and safely.

#### 4) HOSPITALITY:

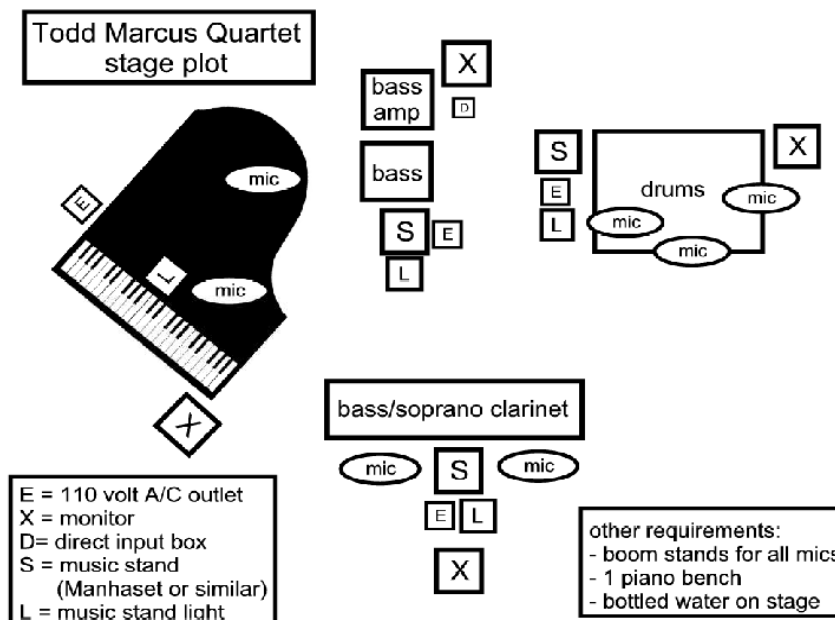
- PURCHASER shall provide ARTIST with food and refreshments for four (4) persons. Recommended are a hot (non fast-food) dinner adults, on-site at venue (preferred) or at nearby restaurant (to be specified) and assorted beverages including juices, soft drinks, and bottled water.

#### 5) ACCOMMODATIONS:

- 4 Single Hotel Rooms, Queen or King Beds; 3-Star or Better

#### 6) GROUND TRANSPORTATION:

- PURCHASER shall provide (at no expense to ARTIST) all local transportation needs. This includes airport / hotel / sound check / performance / hotel and return to airport. Sufficient vehicle(s) for transportation must be provided for four (4) musicians comprising the Todd Marcus Quartet and accompanying instruments and personal luggage.



## TECHNICAL AGREEMENTS

### FOR THE TODD MARCUS TRIO

#### 1) SOUND REINFORCEMENT:

- four (4) channel mixing board; four (4) full range main speakers; three (3) floor monitors; one (1) pro level head (500-800 watts) and pro level cabinet with two or four 10 inch speakers; one (1) direct input box; one (1) vocal microphone (Shure SM 58 or better); one (1) instrument microphone: Sennheiser Model #441 or Model #421 or comparable; three (3) drum set microphones (one AKG D-112 or equivalent for bass drum, one hi-hat/snare mic, and one overhead condensers)
- Audio Engineer and Assistant

#### 2) BACK LINE:

- Double Bass/Contrabass: High quality, professional grade, hand carved instrument (plywood not acceptable), a 3/4 size (40cm standard size), must have adjustable bridge and a realist pickup
- Drums: One (1) professional quality Gretsch drum set or equivalent including one (1) 18" diameter bass drum, two (2) mounted toms; one (1) floor tom; one (1) high-hat cymbal stand; three (3) cymbal stands; one (1) snare drum stand; one (1) bass drum pedal; one (1) drum throne; one (1) floor rug approximately 5'x5' to be placed under drums set

#### 3) LIGHTING/STAGING:

- 3 music stands (Manhasset or similar); 3 music stand lights
- adequate professional stage lighting system with a standard assortment of bright colored gels;
- Lighting Technician and Assistant
- A safe and securely erected stage with sufficient space and dimensions for three (3) musicians comprising the Todd Marcus Trio to perform comfortably and safely.

#### 4) HOSPITALITY:

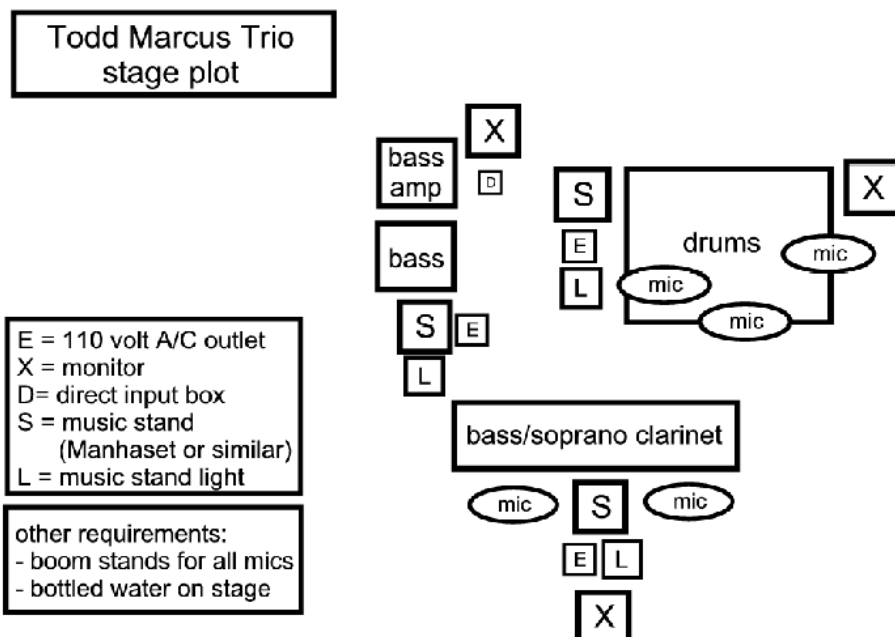
- PURCHASER shall provide ARTIST with food and refreshments for three (3) persons. Recommended are a hot (non fast-food) dinner adults, on-site at venue (preferred) or at nearby restaurant (to be specified) and assorted beverages including juices, soft drinks, and bottled water.

#### 5) ACCOMMODATIONS:

- 3 Single Hotel Rooms, Queen or King Beds; 3-Star or Better

#### 6) GROUND TRANSPORTATION:

- PURCHASER shall provide (at no expense to ARTIST) all local transportation needs. This includes airport / hotel / sound check / performance / hotel and return to airport. Sufficient vehicle(s) for transportation must be provided for three (3) musicians comprising the Todd Marcus Trio and accompanying instruments and personal luggage.



## TECHNICAL AGREEMENTS

### FOR THE TODD MARCUS DUO

#### 1) SOUND REINFORCEMENT:

- four (4) channel mixing board; four (4) full range main speakers; two (2) floor monitors; one (1) vocal microphone (Shure SM 58 or better); one (1) instrument microphone: Sennheiser Model #441 or Model #421 or comparable;
- Audio Engineer and Assistant

#### 2) BACK LINE:

- Piano: grand or baby grand acoustic piano (Steinway or Baldwin preferred);

#### 3) LIGHTING/STAGING:

- 1 piano bench;
- 1 music stands (Manhasset or similar)
- 2 music stand lights
- adequate professional stage lighting system with a standard assortment of bright colored gels;
- Lighting Technician and Assistant
- A safe and securely erected stage with sufficient space and dimensions for two (2) musicians comprising the Todd Marcus Duo to perform comfortably and safely.

#### 4) HOSPITALITY:

- PURCHASER shall provide ARTIST with food and refreshments for two (2) persons. Recommended are a hot (non fast-food) dinner adults, on-site at venue (preferred) or at nearby restaurant (to be specified) and assorted beverages including juices, soft drinks, and bottled water.

#### 5) ACCOMMODATIONS:

- 2 Single Hotel Rooms, Queen or King Beds; 3-Star or Better

#### 6) GROUND TRANSPORTATION:

- PURCHASER shall provide (at no expense to ARTIST) all local transportation needs. This includes airport / hotel / sound check / performance / hotel and return to airport. Sufficient vehicle(s) for transportation must be provided for two (2) musicians comprising the Todd Marcus Duo and accompanying instruments and personal luggage.

