

THIS RIDER FORMS PART OF THE ANNEXED AGREEMENT

1. Artist agrees to plan, assemble and furnish the orchestra and accompanying personnel, if any, described in the Agreement, as well as the use of all musical arrangements. Artist shall have and exercise exclusive authoritative control over such personnel, the details, methods and persons to be employed by it in performing the provision of this Agreement on its part to be performed.. The Purchaser shall have no right, title, or interest in the performances covered by this Agreement other than the right to receive the live performances of the orchestra at the agreed time and place. The Artist shall perform and discharge obligations imposed upon the employer under laws relating to workers' compensation, unemployment insurance, social security, withholding taxes and other federal and state laws relating to employment.

2. Artist will be paid in full, rain or shine. If Purchaser's venue is outdoors, Purchaser has the option of changing to a local indoor venue prior to Artist's setup. If Artist's performance is interrupted by bad weather, Artist shall still be paid in full.

3. Nothing in this contract shall be so construed as to interfere with any obligation which any employee of the Artist may owe to the A.F. of M. by reason of his membership therein. It is agreed that a representative of the A.F. of M. local in the jurisdiction in which the engagement takes place shall have access to the premises in which the engagement occurs (except in private residences) for the purpose of conferring with the musicians.

4. Purchaser represents that there does not exist against it in favor of any member of the A.F. of M. any claim of any kind arising out of musical services rendered for the Purchaser or any predecessor in interest or any predecessor operating under the same trade name at the same location. It is agreed that Artist, in its sole discretion, shall not be required to perform any provisions of this contract or to render any services so long as such claim is unsatisfied or unpaid in whole or in part.

5. Purchaser shall not, unless approved by Artist management a) schedule leader or members of the Orchestra for television or radio appearances; b) permit any portion of the performance rendered hereunder to be broadcast, photographed, recorded, filmed, taped or embodied in any form for any purpose. Purchaser agrees it will not authorize any such activity nor admit to performance any persons carrying tape, film, cassette or video recording devices.

6. Artist shall have the absolute right of approval of any acts on the show, including set length, billing and placement in the show. In the event Orchestra shall rehearse and/or accompany any other act, then Artist shall receive, in addition to terms outlined on face of contract, applicable A.F. of M. union scale for said rehearsal. In addition, should Artist's leader act as conductor for any such act, an appropriate fee shall be paid to Artist for same.

7. Purchaser agrees to furnish at its own expense the following, all of which must be in first class condition:

a) One baby grand piano tuned to 440-A pitch (**NOTE: If this is a problem, substitution may be made with permission of Artist**); b) Five microphone P.A. system to be used by orchestra in the event orchestra sound system is inadequate or if orchestra travels by airplane to the engagement; c) Setting up and covering platforms and 15 chairs on stage; d) Proper lighting on stage (if necessary, use 3 or 4 bunch lights) with follow spots, if available. If band travels by air for engagement, Purchaser to provide a drum set and acoustic bass. It is requested that Purchaser provide a bandstand which meets the specifications shown on the TDO bandstand plot.

8. Purchaser shall, at its own expense, provide orchestra personnel with adequate dressing room facilities (2 minimum) on the premises. Ten courtesy house seats will be made available at performance for use by Artist. Unused tickets may be released 3 hours prior to show.

9. Should Artist participate in any manner in gross admission receipts or cover charges under the terms of this Agreement, then Purchaser shall not issue more than 20 complimentary tickets. Only one entrance door shall be used, and Artist's representative shall have access to box office at all times throughout day of engagement for purposes of verifying ticket sales. Purchaser will furnish Artist's representative with signed box office statement at completion of engagement.

10. If Purchaser breaches this Agreement, it shall, in addition to the forfeiture of the non-refundable deposit to the Artist, pay Artist's damages with interest thereon at the rate of 1-1/2% per month, plus reasonable attorney's fees. This Agreement constitutes the entire agreement between the parties, cannot be changed orally, cannot be assigned by either of the parties hereto, and shall be interpreted in accordance with the laws of the State of Florida.

11. Purchaser agrees to permit the sale of souvenir items, such as tapes and CD's, by salesman provided by Artist at no charge to Artist.
12. Purchaser shall provide a light hot meal/hospitality for the Orchestra prior to or during course of engagement.
13. The Person signing this Agreement warrants that he/she is authorized to represent the

organization(s) (Purchaser) and has the authority and means to present Artist according to the terms herein. Any changes, deletions, additions to this Rider and/or Contract Agreement, including any Purchaser addenda or Riders must be agreed to by Artist or they shall not apply. Should there be a conflict between Purchaser's Riders/Addenda and Artist's Contract/Rider, Artist's Contract/Rider shall apply.

14. BILLING: The One and Only Tommy Dorsey Orchestra

BUDDY MORROW PRODUCTIONS, INC
EIN# 59-2009984

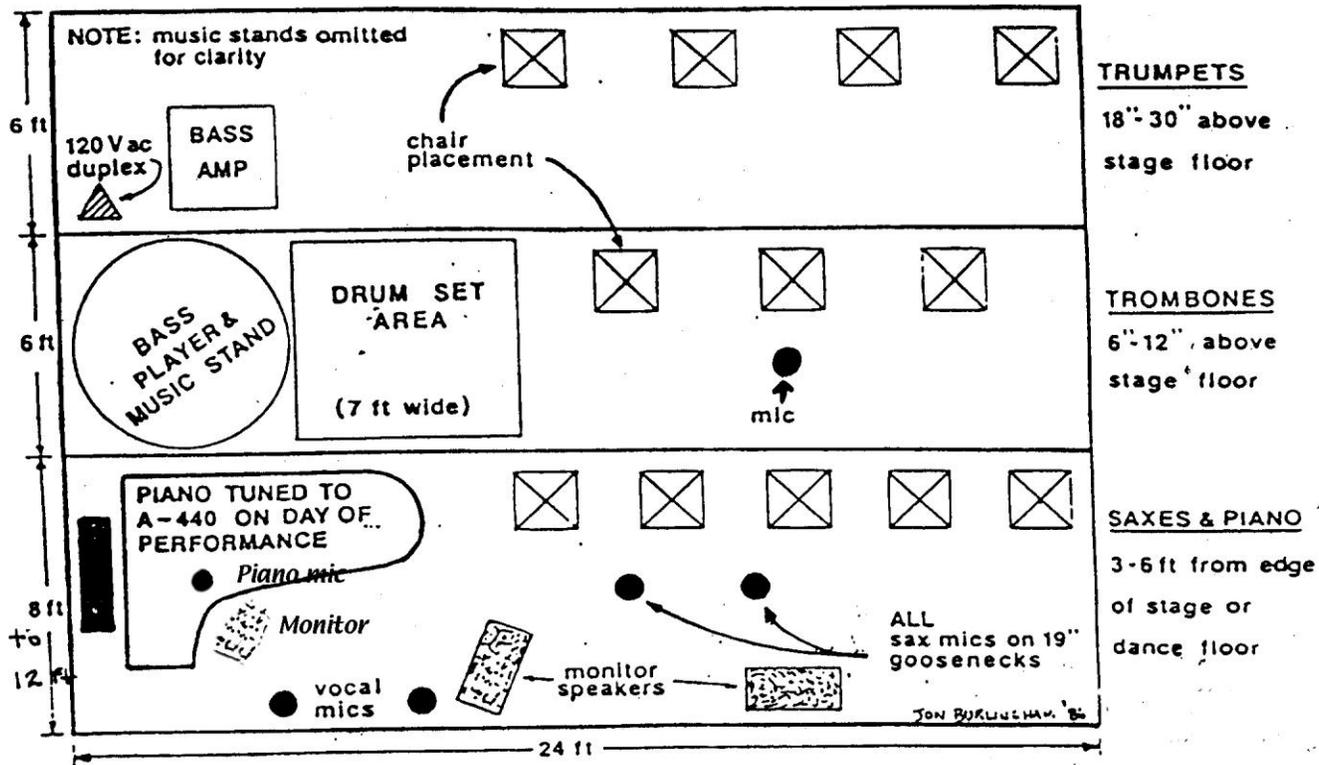
PURCHASER _____

By _____

By _____

THE TOMMY DORSEY ORCHESTRA

OVERHEAD VIEW



PERSPECTIVE VIEW

