

**COUNT BASIE ORCHESTRA CONTRACT RIDER**

Contract Issue Date:

All That Music Prod., LLC

11. ARTIST to receive **100% TOP BILLING** in ALL advertising & publicity as herein specified:
- THE LEGENDARY** ⇒ 35%  
**COUNT BASIE ORCHESTRA** <sup>TM</sup> ⇒ 100%  
25% ← **Directed by SCOTTY BARNHART** ⇒ 35%
- “The Count Basie Orchestra mark appears under license from the William J. Basie Trust”*
12. Purchaser **SHALL NOT**, unless approved by ARTIST:
- A. Schedule Artist for:
1. Interviews and/or radio/television appearances
  2. Permit any portion of the performance rendered hereunder to be broadcast, photographed, recorded, filmed, taped or embodied in any form for any purpose, and PURCHASER agrees that it will not authorize any such activity, nor admit to performance any persons carrying tape, film, cassettes or recording devices.
13. **The PURCHASER shall provide, at his sole expense the following:**
- A. A **GRAND** or **BABY GRAND PIANO** (*tuned to A-440 pitch on day of engagement*).
- B. Setting up and covering platforms and 14 chairs.
- C. **BANDSTAND, DRUM KIT, BASS HOOK-UP, MICROPHONES & PA SYSTEM** (*including sound-board technician*) in conformance with Orchestra Drum Kit Requirements, Band Plot AND Stage Setup.
1. **Regarding the Guitar: NO AMP**, PURCHASER shall provide a Condenser Microphone, D.I. and monitor with separate mix. **Regarding the Bass: SEE BASS AMP REQUIREMENTS.**
  2. **Regarding the Drums:** Drum-kit location should not straddle risers (this position should be reinforced).
- D. **FOOD/REFRESHMENTS: PURCHASER** shall provide **HOT MEAL** (SEAFOOD, POULTRY, VEGGIES) for Artist, together with **fresh fruit, spring water, soft drinks, coffee and tea**. Where meals are *not* possible, SANDWICHES or DELI TRAY may be substituted (TURKEY, TUNA, CHICKEN SALAD PREFERRED), (RED MEAT & PORK SHOULD BE INCLUDED ONLY IF POULTRY & SEAFOOD IS ALSO INCLUDED).
- E. **DRESSING ROOMS:** Three (3) at place of engagement, including one marked specifically for Leader and and vocalist. All rooms should contain beverages (soft drinks, tea, coffee, spring water) AND cloth hand towels for musicians’ use during performance.
- F. **SPOTLIGHT AND SPOTLIGHT OPERATOR, IF NEEDED.**
- G. **COMP TICKETS:** Ten (10) Courtesy House Seats to be made available to ARTIST for each performance.
- H. **HOTEL ROOMS:** PURCHASER SHALL PROVIDE 20 HOTEL ROOMS FOR NIGHT(S) OF \_\_\_\_\_ 2014 AT NEARBY, FULL-SERVICE HOTEL TO INCLUDE FREE INTERNET SERVICE.
- I. **GROUND TRANSPORTATION:** PURCHASER SHALL PROVIDE LOCAL GROUND TRANSPORTATION TO/FROM AIRPORT AND VENUE AS NEEDED.
14. **MERCHANDISE:** Unless otherwise noted and agreed to, ARTIST’S representative may sell merchandise, to include CDs and souvenirs at the performance site with seller to be provided by Artist and at no cost to Artist.
15. **REHEARSAL:** ARTIST shall have sole approval of any other Artist on the show. Any agreed upon rehearsal session to accompany an artist shall be paid to ARTIST by PURCHASER at no less than A.F. of M. Local 802 rehearsal scale rate, or local union jurisdiction’s rate, whichever is greater.
16. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the Award rendered may be entered in any court having jurisdiction thereof. The cost of arbitration proceeding, except those costs personally incurred by the parties hereto for the presentation of their own case, shall be shared equally by PURCHASER & the SIGNATORY ARTIST.
17. The Contract: A. Shall be governed by the State of New Jersey  
B. Terms & Conditions are considered to be **CONFIDENTIAL**.
18. If PURCHASER elects to have a program, PURCHASER may use any of the promotional material received from the ARTIST and may access Artist’s website at [www.thecountbasieorchestra.com](http://www.thecountbasieorchestra.com) for promotional material. Musical selections performed are chosen on day of the engagement and cannot therefore be included in program.
19. ARTIST has the right to cancel or postpone to a mutually agreeable date, upon written notice to Purchaser, at least sixty (60) days prior to performance date, if Artist enters into a contract for services for television, motion picture, Broadway theatre or tour outside continental limits of the United States of America. In such event the total liability to the Purchaser shall be the refund of any deposit tendered to ALL THAT MUSIC PRODUCTIONS, LLC.

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DEE ASKEW, CEO  
ALL THAT MUSIC PRODUCTIONS, LLC