

# When Swing Was King

**THIS RIDER FORMS PART OF THE ANNEXED AGREEMENT DATED \_\_\_\_\_**

- **BILLING:** Artist shall receive One Hundred Percent (100%) billing in all advertising and publicity media used in connection with this engagement as specified by the Artist. This show is best advertised as:

## **When Swing Was King – The Music of Benny Goodman 100%**

Featuring The Boilermaker Jazz Band 35%

- **CANCELLATION POLICY:** Purchaser may not cancel this engagement for any reason whatsoever including conditions beyond its control such as accidents, riots, strikes, acts of God, and inclement weather, and the performance fee due hereunder is payable in full notwithstanding the occurrence of any such events. If venue is outdoors, Purchaser has the option of changing to a local indoor venue following notice provided prior to Artist's arrival.
- **NO RECORDING:** Unless approved by the Artist, the Purchaser shall not permit any portion of the performance to be broadcast, photographed, recorded, filmed, taped, or embodied in any form for any purpose.
- **STAGING:** The Purchaser agrees to furnish, at its own expense, the following, all of which must be in excellent condition:
  - One (1) grand (or baby grand) piano **tuned** to A=440; (Steinway or Yamaha preferred). An 88 weighted key electronic keyboard may be substituted if piano is not available or venue is outdoors.
  - Proper lighting on stage (full wash) and two (2) spotlights with operators, if spotlights and operators are available.
  - A sound system and sound technician, suitable for the size of the venue, as depicted by attached stage plot. Please note that the music of this style is traditionally acoustic and the sound system is used to enhance the performance. The overall house mix should not be overpowering to your audience.
  - Backline requirements of acoustic bass fiddle, bass amplifier and complete jazz drum kit including all drums, cymbals and hardware. Please note that this is only applicable if Artist is traveling by air.
  - Incidental Music – To enhance the audience experience play period music of the 1930's and 40's before show, during intermission and after show completion.
- **DRESSING ROOMS:** Purchaser at its own expense shall provide Artist with three (3) adequate, secure dressing rooms that include restroom facilities and are reasonably close to performance space.
- **HOSPITALITY:** Purchaser agrees to provide Artist with one hot meal for six (6) people on the day of the performance at a time agreed on between Artist and Purchaser. Snack items such as chips, crackers, cheese/fruit/vegetable tray, cookies, etc. shall be available upon Artist arrival to venue. Beverages provided for Artist can include coffee, tea, water, juice and soda. Alcoholic beverages such as wine and beer are appreciated but not required.

- **SETTLEMENT:** The balance of the guarantee shall be paid to Artist, prior to the start of the performance, in cash or by certified check or bank draft drawn to the order of **Paul Cosentino**

Should the terms of this contract entitle the Artist to participate in gross admission receipts or cover charges, the Purchaser agrees that in addition to Artist comps it will not issue more than thirty (30) complimentary tickets, or three percent (3%) of capacity, whichever is greater. Artist may request access to the box office for purposes of verifying ticket sales. Purchaser will furnish Artist with a signed box office statement at completion of engagement.

- **MERCHANDISE:** The Purchaser agrees to permit Artist to sell, CD's, DVD's, shirts, hats and other related merchandise be sold throughout the engagement by Artist without charge by the Purchaser or Venue.
- **COMPLIMENTARY TICKETS:** Eight (8) complimentary seats will be made available for Artist use. Any unused comps will be released back to Presenter prior to the performance.
- **HOTEL ACCOMMODATIONS:** Purchaser at its own expense shall provide six (6) single rooms on the night of the performance in a clean and comfortable hotel that is reasonably close to the venue/performance space.

**Artist**

**Purchaser**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date:

Date: