

THIS RIDER FORMS PART OF THE ANNEXED CONTRACT BETWEEN
SPONSOR AS INDICATED ON FACE OF CONTRACT AND THE CAB
CALLOWAY ORCHESTRA

1. Billing: THE CAB CALLOWAY ORCHESTRA DIRECTED BY CAB'S GRANDSON-CALLOWAY BROOKS (hereafter referred to as "ARTIST") shall receive 100% Top Star Billing in any and all publicity releases and paid advertising, including but not limited to programs, flyer, signs, lobby boards and marquees as follows:
THE CAB CALLOWAY ORCHESTRA 100% M DIRECTED BY CAB'S GRANDSON 35%, CALLOWAY BROOKS 100%, SPECIAL GUESTS 40%
Additional acts receive billing in such size, type, thickness, boldness, and prominence as may be designated by ARTIST; said approval not to be unreasonably withheld. A violation of this clause shall entitle ARTIST to refuse to furnish the performance described herein, while SPONSOR shall remain obligated to make all payments herein set forth.
2. Remuneration: -All remaining monies due on the night of the engagement shall be paid by cashier's check or certified check made payable to and presented to Mr. Brooks prior to the engagement hereunder. -Any disclosure of any nature regarding the financial terms of this contract without the written consent of title ARTIST will constitute a breach of this agreement and SPONSOR will be held responsible for full payment under the terms of the contract.
3. Cancellation/Postponement: The ARTIST has the right to cancel (or postpone to a mutually agreeable date) this engagement upon written notice to the SPONSOR at least four (4) weeks prior to the date of commencement of engagement if the ARTIST enters into a contract prior to such four (4) weeks period for the services of the orchestra in motion picture or on commercial radio and/or television series and/or show. It is understood and agreed that SPONSOR shall pay ARTIST full compensation in accordance with the contract, regardless of any "Act of God" situation affecting the performance of the engagement. Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and the SPONSOR shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. ARTIST shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.
4. Performance: ARTIST shall have the absolute right of approval of any acts on the show, including set lengths, billing and placement. If other acts use services of the Artist, then Artist shall receive, in addition to the terms outlined in face of contract applicable AF of M union scale. It is understood and agreed that Cab Calloway Orchestra shall be the closing performer at each show during the engagement hereunder. In the event that the performance shall include Mr.

Brooks with a local orchestra, SPONSOR shall provide ARTIST at SPONSOR'S sole cost and expense, with a consisting of musicians of the highest quality available to rehearse and perform including all doubling of musicians as required by ARTIST during the engagement hereunder. ARTIST shall notify SPONSOR of the exact instrumentation thirty (30) days prior to commencement of each engagement hereunder.

5. Promotion, Recordings, Broadcast: -Sponsor agrees to use only publicity material provided by or approved by ARTIST'S agent, management or publicist and further agrees that all advertising and publicity is subject to their review and approval prior to release. MR. CALLOWAY BROOKS is willing to, and prefers to, give advance interviews prior to arrival in town. No interviews of MR. CALLOWAY BROOKS or any other person furnished by ARTIST will be scheduled in any media, including but not limited to, radio, television, newspapers, or magazines, without prior approval of ARTIST or ARTIST'S representative. Interviews given while in town must be previously approved and scheduled so as not to in any way interfere with rehearsal, ARTISTS preparation time, and/or performance schedules. Interviewers must provide taped or written transcripts of all interviews to Mr. Calloway Brooks. Copies of all promotional materials used must be forwarded to Mr. Brooks for his files.
6. Rehearsal: SPONSOR agrees to make the place of engagement hereunder available to ARTIST for rehearsal, with technical personnel in attendance including, lightmen, spotlight operators, soundmen, stage hands, etc. for the entire length of rehearsal. The rehearsal shall take place on the same stage as the performance and there must be no alteration to the stage and sound setting after ARTIST'S rehearsal. The stage sound and lights must be set prior to rehearsal with ARTIST and musicians. (Please see attached stage plot.) In the event Mr. Brooks is to appear with an ensemble other than the Cab Calloway Orchestra, full rehearsal to be a minimum of four (4) hours. All musicians and sound and light console operators to be available for four (4) hour rehearsal one day prior to the opening day of engagement. Rehearsal cost to be the sole responsibility of SPONSOR.
7. Complimentary tickets: The SPONSOR shall provide the ARTIST with a minimum of 3 complimentary tickets per 100 audience members. A representative of ARTIST shall have access to box office at all times throughout the day of engagement for purposes of verifying ticket sales and SPONSOR will furnish ARTIST'S representative with a signed box office statement at completion of engagement.
8. Arrival: The Cab Calloway Orchestra should arrive at least 2-4 hours prior to curtain for a final sound check. Actual arrival will be discussed with The Cab Calloway Orchestra at least 2 weeks before event, with final confirmation 48 hours before event. Stagehands must be available at load in to assist in unloading, unpacking and assemblies equipment. The same stagehands are required at

- conclusion of show for load out. Orchestra will not wait for house set up to be complete upon arrival the house must be ready for the sound check. Upon arrival, Mr. Calloway Brooks as well as his, sound man, equipment men and musicians and other support staff shall be supplied with whatever identification may be necessary for complete freedom of movement throughout place of performance.
9. Support Personnel: SPONSOR shall provide and pay for all stage hands, electricians, lighting, sound operators, sales personnel to sell merchandise before show, during intermission, and after show, any and all other personnel necessary for the production of ARTISTS shows, including set-up time, striking, rehearsals, performances, and the following items as stipulated below, during the engagement hereunder. All support persons must be capable, experienced and of high quality.
10. Staging: The SPONSOR agrees to furnish at its own expense the following, all of which must be in first class condition:
- Stage which is a minimum of 24 feet deep, 32 feet wide and 3 feet high with a back drop and side curtain legs.
 - The distance from edge of the stage to the row of saxophones should be no less than 11 feet- and no more than 14
 - Drum riser 8 feet deep, 8 feet wide and 16 inches high
 - Front row platform measure Saxophones 24'x8'x24"
 - If the vocal trio is a part of the engagement, they must be placed on a separate riser in the rear 24'x8'x36'
 - If a tap dancer is part of the engagement, they must be provided with a sprung hardwood dancing surface at least 4'x8'
 - Stage call is 6 hours prior to Showtime for 4 hour call
 - Sound check is 2-4 hours prior to Showtime duration approx. 1 hour
 - Stage should have A working curtain to conceal the Orchestra prior to performance
 - Stage should be thoroughly cleaned prior to performance
 - Venue must be closed to the public at all times up to the performance
 - If venue allows, please position steps at front of stage and sufficient wiring for Mr. Brooks to enter the audience
 - All wires from PA and lighting shall be taped securely from harms way, and the stage dressed neatly to avoid distraction and hazard to the audience or performers
 - Entire stage diagram shall be centered according to performance area provided
 - Black Manhasset Music stands with operational stands, lights, on off switches. - Eighteen (18)
 - 2 clean chairs must be in the wings (stage left and stage right) and labeled- "Mr. Calloway Brooks".
 - Microphone cords and other wiring must be kept from stage left and should be taped down and secured so they are not a hazard
 - A grand piano tuned to A-440 pitch
 - Setting up and covering platforms and 16 chairs on stage and 2 high stools
 - One (1) "Drum Set" (Ludwig or Yamaha)
 - A table and 4 chairs set up in lobby after show for autographs

11. Sound System: -The sound system shall be sufficient to meet ARTIST'S reasonable requirements for distortion-free, balanced mix to all areas of the venue at all times during ARTISTS performance it will be manned at all times by at least 2 professional sound technicians, who shall attend sound check and operate system during show, and shall be supplied by SPONSOR at SPONSOR'S sole cost and expense. Equipment should be delivered will in advance of show time and should be completely set up for sound check, All components in excellent condition and of good appearance and free of hiss, hum or other extraneous noises. The mix position must be in the same room/space as the performance-control rooms are not acceptable. As far as possible, the mix position should be equidistant from the Left, Right speaker positions, and not under balconies, etc. and placed about half way up the hall from the stage.
- House speakers MUST be horn loaded and of sufficient size to provide adequate and distortion free sound to all areas of the venue at all times. 15" loudspeakers and high quality compression drivers on suitable horns, minimum one of each type required on each side of the stage for every 250 persons at the venue. Suggested brands are JBL-1511, Gauss-15", Hartke-1511, Mackie C500, Electro voice-1511 series II, or equivalent.
 - House amplifiers. Power requirements are approximately 1.5 watts per audience member added onto a basic, 500 watts minimum.
 - Main house console MUST have a minimum of 24 microphone inputs. Vocal channels with high quality preferably tube preamps, compression, electronic hum control circuitry, and electronic feedback elimination circuitry.
 - Microphone types MUST be of excellent type and quality to provide adequate and distortion free sound to all areas of the venue at all times. At least 2 high quality handheld condenser vocal mics such as the Neumann KMS 140/150 or KMS 105, AKG 535 eb, AT 4054/4055, Earthworks SR69. 1-2 Piano Microphones, 1 guitar mic., 1 bass mic., at least 3 drum mics, 1 reference recording, 2 mics for tap dancers (if applicable), stands for all microphones, (2) direct boxes for bass, DAT recorder with tapes, and primary and backup cabling for all electrical connections.
12. Monitor Sound: NOTE-if separate monitor console is unavailable then the house console MUST be able to provide FIVE discrete monitor mixes, inclusive of requirements above. Monitor console MUST be able to provide five discrete monitor mixes. Must have a minimum 12: WOOFER and HORN TWEETER. - Monitor amplifiers MUST be of sufficient size to provide distortion free sound to all mixes at all times. Suggested power: 250 watts per monitor.
- Monitor mixes MIX 1 and 2 One monitor wedge down stage and to the left and right of Mr. Calloway Brooks, Mix 1 will have only Mr. Calloway Brooks the piano and bass in it. MIX 3: One monitor wedge for the Pianist and one wedge for the Bassist and the Drummer. Mix 3 will have Mr. Calloway Brooks piano bass and the band in it. MIX 4: Two monitors (one on each side of the band-shown in the stageplot) for the band. Mix 4 will have Piano, Bass and Drums in it.

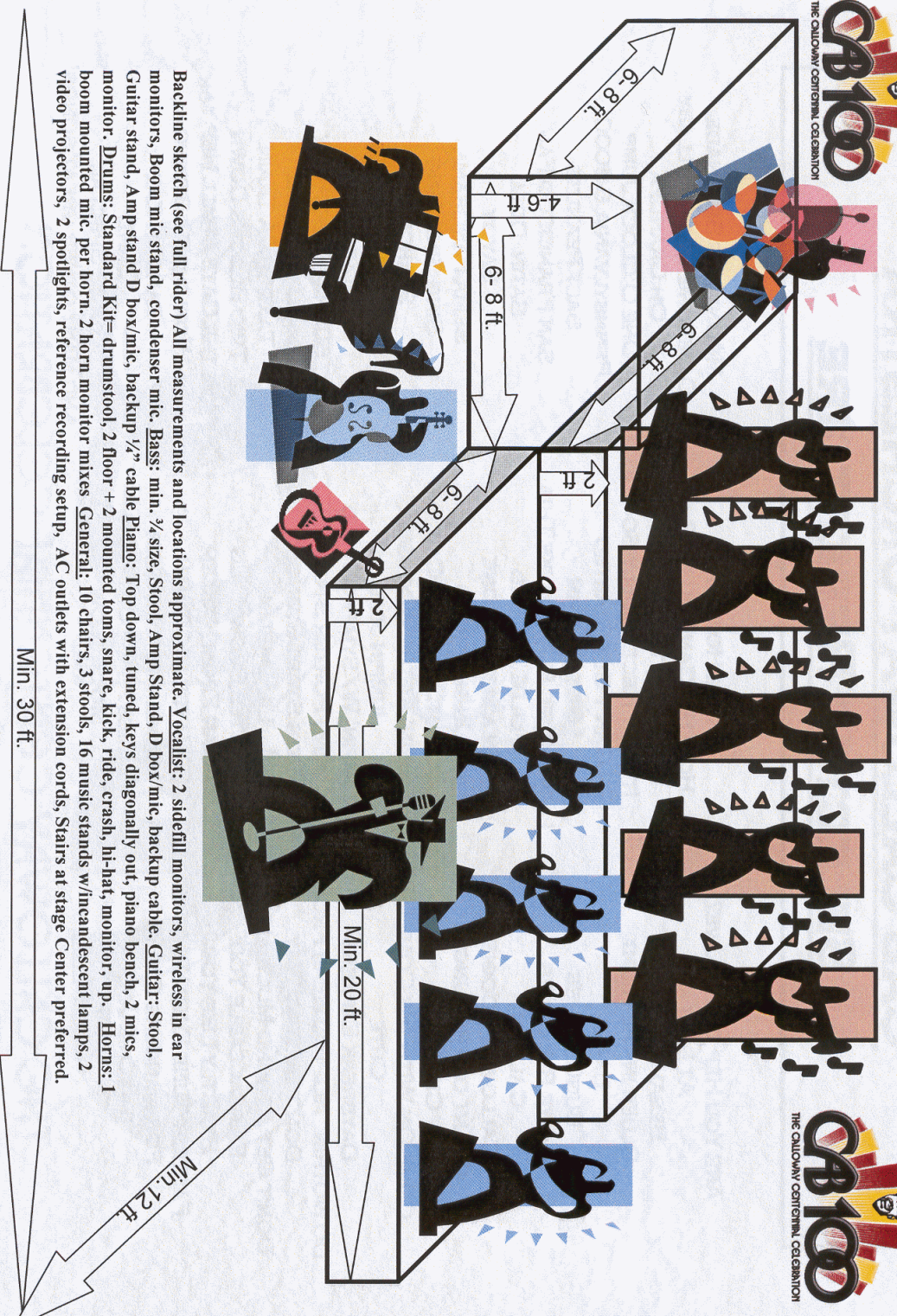
13. Instrument Amplifiers: Amplifiers for: Bass amplifiers (Hartke, Gallien, Kruger, SWR), Guitar should be acoustic guitar amps (Fender Acoustic, Ashdown, Carvin Ag100d, Roland Acoustic Chorus, Fishman or Trace Elliot)
-One (1) stand-up Bass (7/8 and not plywood). If SPONSOR cannot supply, SPONSOR will pay for freight cost from New York
14. Lighting: The system to be utilized for the performance(s) must meet ARTIST'S reasonable requirements and is to be provided by SPONSOR at SPONSOR'S sole cost and expense.
-Due to the rapid interchange of bandleader, soloists, and sectionwork, The Cab Calloway Orchestra prefers 2 follow spotlights with professional operators familiar with the house system and communication to main lighting.
-At least a basic three color wash for the entire stage in RED, BLUE and AMBER. All colors to be on separate dimmer controls. One wash to be set up stage with various washes for the sections, other washes for Mr. Calloway Brooks
-If your control system allows, please program the following sub master or channel faders.
1. Solo down light, 2. Solo front lights, 3. Band down lights, 4. Band front lights, 5. Drum front and back lights, 6. Drum front special, 7. Drum back special, 8. Red wash, 9. Blue wash, 10. Green wash, 11. No color wash, 12. Red coves, 13. Blue coves, 14. Green coves, 15. Red fronts, 16. Blue fronts, 17. Green fronts
-ARTIST shall make best efforts to provide a basic lighting "cue" sheet before engagement for reference during rehearsal, sound check, and performance
15. Dressing Rooms: The SPONSOR shall provide dressing rooms capable of being locked as follows:
 - a) One (1) dressing room for Calloway Brooks, including (1) couch if possible.
 - b) One (1) or two (2) large dressing rooms for approx. fourteen (14) men.
 - c) One (1) dressing room for approx. three (3) females (if needed).
 - d) Dressing rooms supplied with beverages: i.e. coffee, tea, coke, diet soft drink and bottled water.
 - e) Dressing rooms supplied with cold platter: i.e. sandwiches, meats, etc.ARTIST'S privacy will be respected and no one will enter without ARTIST'S permission. These dressing rooms will not be shared with other Artists on this billing.
16. If airline transportation is required SPONSOR shall provide: ARTIST with the cash equivalent, at no cost to ARTIST, round trip airline transportation from departure city TBD plus round trip airfares for musicians from departure cities TBD.
17. If local transportation is required SPONSOR shall supply: Transportation for ARTIST and Members Baggage and equipment. Including: pick-up at airport to hotel, to performance, return to hotel after performance, and return to airport after

performance, whether it be the same night or the following day, whichever is preferred by ARTIST.

18. If lodging is required SPONSOR shall provide the following:
 - The hotel accommodations should be as close as possible to the venue, have a restaurant, and room service.
 - One Non-Smoking king size bedroom quite for Calloway Brooks
 - 13 single rooms for the Cab Calloway Orchestra
 - Single rooms for any guest vocalist(s) or dancer(s)
19. Miscellaneous:
 - Please understand that as the Cab Calloway Orchestra tours, changes are occasionally made to the show which may result in modifications in this Technical Rider. We will keep you up-to-date as much as possible.
 - ARTIST retains full artistic control of presentation and performance.
 - Should there be any questions or problems at any time with fulfilling the above requirements as stated above, sponsor is required to contact us immediately.Please sign and return as soon as possible to:

Approved:
Purchaser:
Date:

Artist:
Date:



Backline sketch (see full rider) All measurements and locations approximate. Vocalist: 2 sidefill monitors, wireless in ear monitors, Boom mic stand, condenser mic. Bass: min. ¾ size, Stool, Amp Stand, D box/mic, backup cable. Guitar: Stool, Guitar stand, Amp stand D box/mic, backup ¼" cable Piano: Top down, tuned, keys diagonally out, piano bench, 2 mics, monitor. Drums: Standard Kit= drumstool, 2 floor + 2 mounted toms, snare, kick, ride, crash, hi-hat, monitor, up. Horns: 1 boom mounted mic, per horn. 2 horn monitor mixes General: 10 chairs, 3 stools, 16 music stands w/incandescent lamps, 2 video projectors, 2 spotlights, reference recording setup, AC outlets with extension cords, Stairs at stage Center preferred.