

# **JIMMY DORSEY ORCHESTRA**

## **RIDER ATTACHED TO AND HEREBY MADE PART OF THIS AGREEMENT**

Billing should read as follows:

### **JIMMY DORSEY ORCHESTRA (100%)**

**Directed by David Pruyn**

**Featuring vocalist Michele James-Pruyn**

The **Jimmy Dorsey Orchestra** (main attraction) shall receive One Hundred Percent (100%) billing in all printed material, paid advertising, displays, programs, and any and all other advertising and publicity media used in connection with this engagement as specified by the ARTIST. The absence of David Pruyn or Michele James-Pruyn due to an "Act of God", such as travel related delay, illness or an emergency does not have an impact on the performance of the Jimmy Dorsey Orchestra. The show will continue as scheduled.

**CANCELLATION POLICY:** Neither PURCHASER or ARTIST may cancel this engagement for any reason whatsoever except for conditions beyond its control such as accidents, riots, strikes, acts of God, and inclement weather. If venue is outdoors, and in the event of inclement weather, PURCHASER shall provide a local indoor venue. If no indoor venue is available, ARTIST shall be paid rain or shine.

**COLLATERAL USE:** PURCHASER shall not permit any portion of the ARTISTS performance to be broadcast, photographed, recorded, filmed, taped, or embodied in any form for any purpose whatsoever. Exceptions can only be made with ARTIST'S written permission. ARTIST'S name may not be used and /or be associated directly or indirectly with any other acts, products or services without written permission.

#### **PURCHASER SHALL POST:**

**"NO AUDIO OR VIDEO RECORDING AND NO FLASH PHOTOGRAPHY"**

**SUPPORT ACTS:** ARTIST shall have absolute right of approval of any other acts on the show, including set length, billing, and placement in the show. In the event said approval is granted and ARTIST further agrees to rehearse with and/or accompany such acts, ARTIST shall receive additional compensation in an amount to be agreed upon separately.

**DRESSING ROOMS:** PURCHASER agrees to furnish ARTIST with three (3) adequate dressing room facilities at or near the premises to enable the leader, vocalist, and the musicians to change prior to and after the performance. Dressing rooms shall be clean, temperature controlled, sufficiently lighted for applying make-up, include private lavatory facilities, and should be equipped with the following:

Costume rack; Full length mirror; Chairs; Table; Bottled water with glasses; Separate container of fresh ice.

**HOSPITALITY:** PURCHASER agrees to provide ARTIST with a meal such as but not limited to sandwiches or hot dishes, a cheese/fruit/vegetable tray or salads, coffee, water, juice and soda. Meal shall be available upon ARTIST'S arrival at venue.

**SETTLEMENT:** The balance of the guarantee shall be paid 30 minutes prior to the performance in cash or by certified check or bank draft drawn to the order of **Jimmy Dorsey Orchestra**.

**COMPLIMENTARY TICKETS:** ARTIST shall receive ten (10) complimentary tickets reserved until one (1) hour before performance.

**ACCOMMODATIONS:** PURCHASER agrees to furnish to ARTIST at PURCHASER'S sole cost and expense the following: Accommodations at the finest hotel available for two (2) days, the day before the engagement and the day of the engagement.

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**ARTIST CONTROL:** ARTIST shall have the right to select the songs, material and routines used in ARTIST'S performance and in the manner that they are presented.

**TRANSPORTATION:** PURCHASER shall reimburse ARTIST for one (1) Mini-Van / Luxury Car rented by ARTIST to be used for the entire engagement.

### **TECHNICAL EQUIPMENT & FACILITIES:**

PURCHASER shall provide and pay for all stage hands, electricians, lighting operators, sound operators, set-up time, striking, rehearsal (if required) and any other personnel necessary for the production of ARTIST'S show. This will include the following items stipulated below:

1. One(1) acoustic Grand or Baby Grand Piano: Tuned to international pitch (A-440). Piano must be tuned prior to any rehearsal or performance.
2. All sound equipment must be set-up and tweaked prior to ARTIST'S arrival for sound check, which is typically two (2) hours before curtain.
3. All lighting equipment must be hung, colored, channeled and at least rough focused before ARTIST'S arrival. Two (2) high quality follow shots are required for this performance.
4. Sixteen (16) chairs.

### **SOUND & LIGHTING SYSTEMS**

All systems should be sufficient to meet ARTIST'S requirements for the performance and shall be supplied and manned by qualified technicians at all times, which is at PURCHASER'S sole cost and expense. All sound and lighting equipment shall be appropriate for the venue.

### **SOUND SET-UP**

See attached stage plot for microphone and monitor set-up. Bass microphone can be Direct Box. Drum microphones are overhead. Monitors include: Two (2) down stage for leader and vocalist – mix #1. One (1) for piano – mix #2. One (1) for bass and drums – mix #2. Side fills for orchestra – mix #3.

The Person signing this Agreement warrants that he / she is authorized to represent the PURCHASER and has the authority and means to present ARTIST according to the terms herein. Any changes, deletions, additions to this Agreement and / or Rider, including any PURCHASER Addenda or Riders shall not apply unless approved by ARTIST in writing. Should there be a conflict between PURCHASER'S Rider/Addenda and ARTIST'S Agreement/Rider, ARTIST'S Agreement/Rider shall apply.

**Jimmy Dorsey Orchestra**

**Purchaser**

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

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

Date:

Date: