

TOMMY DORSEY ORCHESTRA ®

THIS RIDER FORMS PART OF THE ANNEXED AGREEMENT DATED _____

1. **BILLING:** The TOMMY DORSEY ORCHESTRA 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 show shall be advertised as:

The One and Only **35%**
Tommy Dorsey Orchestra **100%**

2. **CANCELLATION POLICY:** Purchaser / Artist MAY NOT cancel this engagement for any reason whatsoever except for conditions beyond their control such as accidents, riots, strikes, and acts of God. Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and the Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. If the 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.

3. **NO RECORDING:** Unless approved by the Artist, the Purchaser shall not:

- 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 or professionally photographed, recorded, filmed, taped, or embodied in any form for any purpose, nor authorize any such activity without the written consent of the Artist.

4. **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 the Orchestra further agrees to rehearse with and/or accompany such acts, Artist shall receive additional compensation in an amount to be agreed upon separately.

5. **STAGING:** Purchaser at its own expense shall provide the following, all of which must be in first-class condition:

- (a) One (1) grand (or baby grand) piano tuned to 440-A pitch (Steinway or Yamaha preferred);
- (b) Fifteen (15) chairs on stage;
- (c) Proper lighting on stage (full wash) and two (2) spotlights with operators (spotlights for concerts only);
- (d) A bandstand with skirted risers / platforms in conformance with the Orchestra's standard stage plot attached hereto;
- (e) Four (4) Manhasset type music stands;
- (f) Jazz drum set (to be advanced).

6. **SOUND:** The Purchaser shall provide sound equipment at its own expense in accordance with the attached sound equipment schedule (to be advanced).

7. **DRESSING ROOMS:** Purchaser at its own expense shall provide Orchestra personnel with three (3) adequate dressing room facilities at or near the premises to enable the leader, the musicians, and vocalists to change prior to and after the performance hereunder. One dressing room with a private restroom must be provided for female vocalist and instrumentalists if any.

Please initial _____

8. **HOSPITALITY:** Purchaser agrees to provide Orchestra one (1) hot meal together with fresh fruit, water, soft drinks, coffee and tea. Where meals are not possible, sandwiches or a deli tray may be substituted. Please discuss available meal options with the **Tommy Dorsey Orchestra** road manager. Meal shall be available upon the Orchestra's arrival at the venue. Please discuss with the **TDO** road manager any special dietary requirements.

9. **SETTLEMENT:** The balance of the guarantee shall be paid to the manager of the **Tommy Dorsey Orchestra** 30 minutes prior to the performance in cash or by bank draft drawn to the order of **D & P Music, LLC**.

Should the terms of this contract entitle the Orchestra 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. A representative of the **Tommy Dorsey Orchestra** shall have access to the box office at all times throughout the day of engagement for purposes of verifying ticket sales. Purchaser will furnish Artist's representative with a signed box office statement at completion of engagement.

10. **MERCHANDISING:** Purchaser agrees to permit the sale of **Tommy Dorsey Orchestra** souvenir items such as CD's, DVD's, T-shirts and memorabilia to be sold throughout the engagement by salesmen provided by the Artist without charge by the Purchaser. Purchaser shall provide 1 table for Orchestra's use.

11. **COMPLIMENTARY TICKETS:** Eight (8) courtesy house seats will be made available at all performances for use by the Artist. Unused tickets may be released 3 hours prior to show.

12. **HOTEL ACCOMMODATIONS:** Purchaser at its own expense shall provide six (5) single rooms and seven (7) double rooms the night of the performance in a reasonable hotel as close to the venue and restaurants as possible.

13. **TRAVEL SURCHARGE:** Due to travel expenses, the Purchaser shall pay Artist \$150.00 at the venue either in cash or by separate check as partial reimbursement of its travel costs.

14. 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 the Artist in writing. Should there be a conflict between Purchaser's Rider/Addenda and Artist's Agreement/Rider, Artist's Agreement/Rider shall apply.

D & P Music, LLC (EIN# 45-2045629)
f/s/o Tommy Dorsey Orchestra

By: _____

By: _____

Date:

Date:

(November 2023)

TOMMY DORSEY ORCHESTRA®

Sound Requirements

**The following equipment shall be provided by Purchaser
in accordance with Article #6 of the contract rider.**

- A. Theaters or theater-sized indoor facilities:
1. Three vocal microphones across the front
 2. Five saxophone microphones
 3. Two trombone microphones
 4. Two trumpet microphones
 5. One piano microphone
 6. Two floor monitors for vocalists
- B. Outdoor concerts or very large indoor facilities:
1. Three vocal microphones across the front
 2. Five saxophone microphones
 3. Two trombone microphones
 4. Two trumpet microphones
 5. One piano microphone
 6. One bass microphone or direct input
 7. Three drum microphones (overhead, kick and snare)
 8. Two floor monitors for vocalists

Note: Thirteen (13) total microphones and two (2) monitors for indoor jobs.

Seventeen (17) total microphones and two (2) monitors for outdoor jobs.

D & P Music, LLC
f/s/o Tommy Dorsey Orchestra
3208 W. Lake Mary Blvd., Suite 1720
Lake Mary, Florida 32746

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