

The Duke Ellington Orchestra Contract Rider

1. The Duke Ellington Orchestra (Hereafter referred to as "Artist") shall receive 100% Top Star Billing in all publicity releases and paid advertising, including but not limited to programs, flyers, lobby boards, marquees as follows:

The Duke Ellington Orchestra 100%

2. The artist has the right to cancel (or postpone to a mutually agreeable date) this engagement upon written notice to the Purchaser at least four (4) weeks prior to the date of the commencement of the engagement if the Artist enters into a contract prior to such four (4) weeks period for the services of the orchestra in motion pictures or on a commercial radio and/or television series and/or show.

3. If for any reason the conductor is unable to attend this said engagement, a suitable replacement will be provided. Such replacement will not modify any of the terms or conditions of the contract contained herein.

4. The purchaser shall not, unless approved by the Artist or Artist's manager, schedule the orchestra leader or any member of the orchestra for any radio or television appearances. Nor shall Artist permit any portion of the performance to be broadcast, photographed, recorded, filmed, taped or embodied in any form for any purpose and Purchaser agrees to not authorize any such recording. Nor shall Purchaser admit to performance any such persons carrying tape, film, cassette or video recording devices.

5. Artist shall have the absolute right of approval of any acts on the show, including set length, billing, and placement in the show. In the event the orchestra shall rehearse and/or accompany any other acts, the orchestra shall receive additional compensation, in addition to the terms outlined on the face of the contract.

6. In the event this engagement included provisions that the orchestra participates in any manner in the gross admission receipts or cover charges, and the Purchaser agrees that it will not issue more than 50 complimentary tickets. Only one entrance door shall be used, and a representative of the Duke Ellington Orchestra shall have access to the Box office at all times throughout the day and evening of engagement for the purpose of verifying ticket sales. Purchaser will furnish Artist representative with a signed Box Office statement and a copy of all company receipts, at completion of engagement.

The Duke Ellington Orchestra may require 25 complimentary tickets to each performance.

7. All payments are to be made in full, without any deductions whatsoever, to Artist prior to the first performance, in cash, Certified Check, or Bank Draft only to:

Paul Ellington ID# 124-74-3087

The Duke Ellington Orchestra

Personal Requirements

The Purchaser shall provide at no cost to artist:

Transportation

Airlines: Purchaser shall provide the following round-trip airline tickets at no cost to the Artist. Carriers and Flight options must be forwarded to Artist's manager prior to ticketing. Purchaser is responsible for all excess baggage charges.

Exact departures and return cities to be provided:

One (1) Business Twelve (11) economy One (1) economy One (1) economy Two (2) economy

New York, NY Washington DC, Seattle, WA, Harrisburg, PA Houston, TX Washington DC

Local Transportation: Bus pick-up from airport and internal. If local transportation is required, as per the contract face, Purchaser to provide one (1) large, luxury tour bus, forty-eight (48) passenger, MC-9 or larger, with a toilet and cargo bays. (The Orchestra travels with approximately eight (8) traveling cases, trunks, personal luggage, and instruments. There should be ample seating to comfortably seat Eighteen (18) passengers to sit one person for every two (2) seats.

Orchestra Tour Bus: When the orchestra travels with its own tour bus, Purchaser shall provide secure parking as close to the Venue loading doors and backstage entrance as possible.

Hotel Accommodations: Hotel must be a five-star hotel, including 24-hour room service, restaurant, bar, cable TV, and free in room high speed internet access. **One (1) suite and fifteen (15) single rooms to include breakfast (Note: Each member gets his own room, no sharing) Rooming list will be** provided; artists should be pre-registered and with key-packet available to prevent lengthy check-ins.

Dressing Rooms: (Note: All dressing rooms should be cleaned, and set-up as requested prior to the artists arrival at sound check. All dressing rooms shall include towels, clothing rack, chairs, mirrors; ironing board and steamer to be set up in common area, prior to arrival.)

Dressing room for conductor should accommodate (2 People):

Assortment of soft drinks, water and juices

One (1) deli platter with assortment of meats and cheeses One (1) Fresh fruit and vegetable Platter

One (1) large bag of Potato chips and container of peanuts
Generous quantity of purified ice
Assorted condiments, utensils and glasses

Dressing rooms for Orchestra (16 people) should include:

One (1) cases of imported beer
Two (2) bottles of good quality red wine.
Two (2) bottles of good quality white wine
Twenty (20) liters of bottled water
Assortment of soft drinks and juices including diet coca cola
Coffee (regular and decaf) and Tea with all condiments including milk, honey, lemon, sweet & low, and sugar
One (1) deli Platter with assorted meats and cheeses, breads and condiments One (1) fresh fruit Platter
One (1) Fresh Vegetable Platter One
(1) jar of organic peanut butter (crunch preferred)
One (1) large bag of potato chip and a container of assorted nuts

Catering:

Hot meal for 18 people: A hot meal should be served no less than Two (2) hours prior to performance. The meal must have a choice of chicken (not fried), fish or beef. A choice of three (3) hot vegetables, a tossed salad, and rolls should also be served. Must include steamed vegetables and brown rice. A dessert choice should also be provided. A large quantity of coffee, tea, sodas (regular and diet) and bottled water. A hot-food buy-out is acceptable at Twenty-Five (\$25.00) per person, per day; please advise management or tour manager prior to engagement.

(Note: The hot meal in no way replaces the catered dressing room requirements.)

The Duke Ellington Orchestra Production Requirements

Venue: If Venue is outdoors, and the temperature drops below 60-degrees, Purchaser shall provide a heated area for the Orchestra to change and await their performances.

Crew: A stage crew of four (4) must be available for load-in and load-out.

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Stage: Should be set with sound, lights, and risers, before sound check load-in time, not when the orchestra arrives. All necessary sound, lighting, backline, house staff and technicians shall be available at report time/set-up time.

Lighting: Only general work-lights for set-up use and sound check will be required. No lighting adjustments should be made during sound check.

Purchaser agrees that no persons shall be admitted to any orchestra rehearsals or sound check whatsoever, without prior consent of Orchestra's Road manager.

Purchaser shall provide a security guard at the rehearsal hall to insure no unauthorized persons shall be admitted into the rehearsals.

Note: When the Purchaser cannot provide certain production requirements, Purchaser will be responsible for the freight/air costs to ship such requirements to the engagement and return from New York City.

The Duke Ellington Orchestra will require:

1. Front of house sound engineer
2. Monitor engineer
3. lighting director
4. Two Spotlight operators

First class sound:

16 microphones (as per stage plot)
4 monitors (placed as per stage plot)
A separate mix for Keyboard monitoring
X (VM) = indicates vocal mike set-up
X (SM) = indicates soloists mikes
X = indicates mikes set-up in front of musicians

First class Lighting:

2 Spotlights with operators
(See attached lighting plot & design. Note: Lighting subject to change depending on size and design.)

Production Requirements

Backline stage Equipment Requirements: Piano:

Yamaha or Steinway 7' Concert Style Grand Piano (Tuned, pitch 440)

Bass

Upright String Bass 3/4, with Adjustable Bridge, low sting action (No Plywood) Spiro core Red Wound Strings
Polytone Mini Brute III, or Gallien Kruger Bass Amp, Model 115MBE German Bow and attachable Leather Bow Quiver

All necessary cables

Drums: IN ORDER OF PREFERENCE

1. Yamaha Maple Custom Professional Series
2. Sonor Professional Series
3. D&W Professional Series

Drums Requirements:

Plain White Remo Ambassador Heads on all the Drums Top and Bottom Including the Bass Drum.

1 high quality Bass Drum pedal "Yamaha or "DW"(drum workshop) or Sonor

Cymbals:

- (1) 20" K Custom Ride
- (1) 17" K Custom Dark crash
- (2) 14" Hi- Hat cymbals with a Mastersound bottom (1) 18" UFIP medium solid Ride
- (1) 20" Chinese crash/Ride

Additional Equipment:

Seven (7) Manhasset Style music stands Music stand lights (14 lights, 1 piano light) Four (4) Backless bar stools

Twelve (12) armless chairs

(Orchestra will provide their own music stands)

Stage:

22"x18" Bass Drum

16"x16" Floor tom tom **with legs**

9"x12" mounted tom tom

10"x13" mounted tom tom

Tom Toms should be mounted on the Bass drum 6 1/2" x14" snare Drum



Hardware:

1 Drummer's throne with **spiral adjustable stainless-steel shaft** 1 high quality Hi- Hat stand

1 high quality Snare Drum stand

3 Cymbal stands

- 1) Entire stage diagram shall be centered, according to the performance area provided.
- 2) Stage should have a working curtain to conceal the orchestra prior to performance.
- 3) Stage should be completely ready at the time of sound check (mics, set, design, ect.)
- 4) Stage should be swept clean prior to sound check as well as prior to performance.

5) All wires for monitors, mic's, ext., shall be taped securely from harm's way. 6) 3 sets of stairs (as per stage plot)

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Risers/Platforms:

Back row of risers (trumpets) should measure 24' x 8' x 24"

Front row of risers (trombones and drums) should measure: 24' x 8' x 18" The distance from the edge of the stage to the tow of saxophones should be not less than 11' and no more than 14'.

Any questions please call or email

This rider is part of the total agreement.

Agreed and Accepted By:

By _____ **Purchaser**

Print Name _____ **Date** _____

Agreed and Accepted By:

By _____ **Artist**

Paul Ellington

F/S/O

The Duke Ellington Orchestra

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