

This rider, made part and parcel of the attached contract must be signed and returned with the contract. The Purchaser is to supply the following at no cost or expense to the Artist.

The Group will consist of the following personnel unless otherwise notified:

JAMES CARTER ORGAN TRIO

**James Carter – Saxophones
Gerard Gibbs – Hammond B3
Alex White - Drums**

- 1. Billing.** Artist shall receive 100% sole star billing in any and all advertising and publicity material issued or solicited by Purchaser pertaining to engagement(s) hereunder, including but not limited to newspaper advertising and all printed material, programs, fliers, signs, marquee(s) lights and other advertising media. Correct billing as follows:

THE JAMES CARTER ORGAN TRIO

- 2. Cancellation.** Purchaser agrees that Artist may postpone the engagement hereunder at Artist's sole discretion, by giving Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder if Artist secures a television show, a major motion picture and/or a theatrical production. Artist will offer Purchaser a future playdate with the same terms and conditions.
- 3. Force Majeure.** Artist's obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond Artist's control.
- 4. Inclement Weather.** 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. 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.
- 5. Approval of Other Performers. When Artist is the Headliner.** Artist reserves the approval right of any other persons to appear in conjunction with this performance and the right to determine the length and nature of their performance(s). A violation of this clause shall entitle Artist to refuse to perform but Purchaser shall remain obligated to make all payments herein set forth.
- 6. Audio/Television/Video Equipment.** There is to be **NO AUDIO, TELEVISION OR VIDEO RECORDING OF THE PERFORMANCE WITHOUT WRITTEN PERMISSION OF THE ARTIST** or Artist's representative. The Purchaser is to do the utmost to prevent unauthorized recording or picture-taking at any time during the performance, soundcheck, etc.
- 7. Equipment To Be Provided By Purchaser at No Cost to Artist.**

James Carter – Saxophones

- 1 sturdy 4"x4" table with legs from 3 to 4 feet in height (in place of saxophone stands)
- 1 microphone for his saxophones
- 1 microphone for his flute (which doubles for speaking)
- 1 microphone for his bass clarinet

Gerard Gibbs (Organ and Keyboards)

- 1 Hammond B-3 drawbar organ, with organ bench, and fully operational 25-note bass pedals
 - **Note: All Hammond organs must be equipped with two (2) Leslie speaker outputs at the base of the instrument and the two (2) connecting cords**
- 2 fully functional Leslie 122 rotary speakers, complete with Leslie cables

Input Requirements

- 3 microphones for 1 Leslie speaker. 2 mikes for upper rotor, 1 mike for bottom rotor

Stage Placement

- Organ shall be placed stage right and angled to the left.
- Leslie shall be placed directly behind the organ with the front side facing forward
- 2 stage monitors shall be provided with a full stereo left and right mix.

Alex White – Drums

- One (1) hi-hat stand with clutch
- One (1) drum seat (circular, adjustable)
- One (1) drum key
- One (1) music stand
- 14x7 or 14x8 snare with Evans HD dry snare drum head.
- 20" bass drum with Evans EMad bass drum head
- 10" rack tom Evans e2 drum head
- 12" rack tom (on low seated snare stand) with Evans e2 drum head
- 14" floor tom with Evans e2 drum head
- DRUM SET HAS TO BE SET UP PRIOR TO SOUND CHECK.

PLEASE NOTE:

- The Drum Set and the Hammond Organ should be positioned on the stage floor and NOT placed on risers.
- Two Floor fans between 10 and 15 inches are needed on stage (placement can be determined by the musicians).

8. P.A. Requirements. The Purchaser agrees to provide, at his sole expense, a professional quality sound system appropriate to the performance venue, and personnel to operate the sound system throughout the duration of the Artist's sound check and performance. Sound system will include:

A first class P.A. system with a minimum of ten (10) microphones

Mixing board with 1/3 octave graphic equalizer

Minimum of six (6) on-stage monitors with a minimum of four (4) separate monitor mixes

All necessary microphone cables and stands

ORGAN TRIO Monitor Needs:

Organ Monitor--Saxophone and Voice (Announce Mike)

Drum Monitor--Saxophone, Keyboard, Organ (if there's only one Leslie), & Voice

Saxophone Monitor--Saxophone, Keyboard, Organ

9. Soundcheck. A two-hour soundcheck will be required. During the soundcheck, the doors will not be opened to the public and no unnecessary people will be present. The sound system must be set-up and ready with the sound technicians on stage, or the Artist is under no responsibility to perform.

10. Lighting Requirements. The Purchaser agrees to provide at his sole cost and expense, a professional quality lighting system appropriate to the performance venue. **(No Green Gels)**

11. Dressing Rooms. Clean, dry, well lighted and heated/air conditioned dressing rooms with chairs, tables and at least one full-length mirror. Whenever possible, crew and band dressing rooms are to have private lavatory. All lavatories are to be supplied with soap, hot/cold water, mirror, tissue paper, and a sufficient supply of cloth towels. The rooms must be accessible to the stage without passage through audience or public areas, inside the building, and as close to the stage as possible. There must be a lock on all dressing rooms and the key must be available to Artist or Artist's representative.

12. Catering: Purchaser will provide dinner at the club each performance night.

On Stage. Sufficient amount of mineral water, cups and clean towels for all performers

13. Transportation. All ground transportation to and from airport, hotel and venue as needed

14. Hotel: 3 single hotel rooms for the nights specified in the contract. Mr. Carter requests a King size room when available.

15. Publicity / Interviews: Any media interview requested by the Purchaser shall be submitted to Artist Management no later than one (1) week prior to the start of the engagement. High Resolution Photographs and Current Biography for James Carter may be downloaded at <http://aiartists.com/james-carter>

16. Free Tickets/Admission and Merchandising. 6 comps per night for artists' use and 2 comps per night for Management's use.

17. Segregation. Artist shall not be required to perform before any audience which is segregated on the basis of race or creed, or where physical violence or injury to Artist or musicians is likely to occur.

18. No Smoking. Please request **No Smoking** from the audience during Artist's performance on stage. There is to be absolutely **NO SMOKING BACKSTAGE AT ANY TIME.**

19. Sponsorship. Purchaser agrees that there will be no signs, place cards, banners, or other commercial advertising material on or near the stage during the performance nor shall the Artist's appearance be sponsored by or in any way be tied with any commercial product or company without consent from Artist or his Management. Purchaser further agrees that Artist's name or likeness will not be used in association, directly or indirectly, with any product or service without Artist's prior written consent. All forms of sponsorship, whether part of an ongoing series or specifically for Artist's show, must be authorized by Artist in writing.

20. Insurance. Purchaser shall provide insurance to cover fire, theft, riot or other violence, injury to person and/or property, which shall name the Artist, his musicians, road crew and representative as assured thereon for the engagement(s) hereunder. All such insurance to be paid for by the Purchaser. Any additional insurance required by law or otherwise shall be provided and paid for by the Purchaser. Artist and Artist's representative shall be furnished with a copy of all insurance required hereunder. Purchaser holds Artist, Artist's musicians, road crew and representative harmless from and against any lawsuits, claims or the like, sustained by the Artist, Artist's musicians, road crew, and Artist's representative, as a result of failure to obtain adequate insurance coverage as provided herein, and Purchaser shall pay any and all legal expenses incurred by Artist, Artist's musicians, road crew, and Artist's representative in demanding action, claim, lawsuit or the like due to the failure to have in effect the insurance coverage herein provided. All insurance coverage shall be in amounts reasonably necessary to protect Artist, Artist's musicians, road crew and Artist's representative in the event of major fire, theft, injury, riot, or the like.

21. Full Disclosure. Purchaser certifies that this contract represents a full disclosure of all the parties of this contract. Purchaser further warrants that there are no sponsors of merchandising concerns affiliated with this contract other than set forth. Purchaser further agrees that if Artist gains knowledge of any sponsors or merchandising concerns connected with this contract other than those set forth, Artist shall have the right to cancel this contract and Purchaser shall forfeit to the Artist all deposits without recourse to the Artist.

22. Warrants. Purchaser warrants that he has the right to enter into this agreement and is of legal age. Purchaser also warrants that he is at the present time, the owner of or operator of or has valid lease upon the place(s) of engagement covering the date(s) of this agreement.

Breach of Contract. In the event that the purchaser refuses or neglects to provide any of the items stated herein, fails or refuses to proceed to make any of the payments as provided herein or fails or refuses to proceed with the engagement, Artist shall have no obligation to perform this contract and will however retain any amounts theretofore paid to Artist or on his behalf and Purchaser shall remain liable to Artist for the contract price set forth

If, on or before date of any scheduled concert, Purchaser has failed, neglected or refused to perform any concert with any other performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory and therefore is in bad standing, Artist shall have the right to demand the payment of the

guaranteed compensation forthwith. If the Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this engagement by notice to the Purchaser to that effect, and in such event, Artist shall retain any amount theretofore paid by Purchaser to Artist or Artist's representative.

23. Purchaser Assumes Liability. Except as otherwise herein specifically provided, Purchaser hereby assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the show or shows in which Artist is to appear hereunder.

24. Indemnification. Purchaser agrees to indemnify and hold harmless Artist/Artist's representative and its employees, contractors and/or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the Engagement.

Purchaser shall also indemnify and hold harmless Artist/Artist's representative and its employees, contractors and/or agents from and against any and all loss, damage and/or its employees', contractors', or agents' instruments and equipment at the place of the engagement, including, but not limited to, damage, loss or destruction caused by an Act of God.

25. Taxes. Purchaser shall pay and hold Artist harmless of and from any and all taxes, fees, dues and the like relating to the engagement hereunder and the sums payable to Artist shall be free of such taxes, fees, dues and the like.

26. Arbitration. This agreement may not be changed, modified, or altered except by an instrument in writing by both parties. This agreement shall be construed in accordance with the laws of the State of New York. Any claim or dispute arising out to or relating to this agreement or the breach hereof shall be settled by arbitration in the State of New York.

THIS AGREEMENT MUST NOT BE CHANGED, MODIFIED OR ALTERED EXCEPT BY AN INSTRUMENT IN WRITING AND SIGNED BY JAMES CARTER OR HIS REPRESENTATIVE.

Agreed and Accepted By:

Signature of Purchaser (or Agent thereof)

Signature of Artist Representative

JMC Productions, Inc. f/s/o James Carter
FEIN No.: 41-2038334