

GLENN MILLER ORCHESTRA®

THIS RIDER FORMS PART OF THE ANNEXED AGREEMENT DATED _____

1. **BILLING:** The **GLENN MILLER 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 World Famous 35%
Glenn Miller Orchestra 100%

2. **CANCELLATION POLICY:** The Artist has the right to cancel (or postpone to a mutually agreeable date) this engagement upon written notice to the Purchaser at least eight (8) weeks prior to the date of commencement of the engagement if the Artist enters into a contract prior to such eight (8) week period for the services of the Orchestra in film, radio, television or theatrical production. In the event of such cancellation, the Artist's total liability to the Purchaser hereunder shall be to pay to the Purchaser the amount of the nonrefundable deposit made hereunder.

Purchaser may not 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.

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, photographed, recorded, filmed, taped, or embodied in any form for any purpose, and Purchaser agrees that it will not authorize any such activity, nor admit to performance any persons carrying tape, film, cassettes, or video recording devices.

PURCHASE SHALL POST:
“NO AUDIO OR VIDEO RECORDING AND NO FLASH PHOTOGRAPHY”

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 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) Sixteen (16) 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.
6. **SOUND:** The Purchaser shall provide sound equipment at its own expense in accordance with the attached sound equipment schedule.

Please initial _____

- 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 private restroom must be provided for female vocalist and instrumentalists if any.
- 8. **HOSPITALITY:** Purchaser agrees to provide Orchestra personnel 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 Orchestra's arrival at venue. Please discuss with Orchestra road manager any special requirements.
- 9. **SETTLEMENT:** The balance of the guarantee shall be paid to the manager of the **Glenn Miller Orchestra** 30 minutes prior to the performance in cash or by bank draft drawn to the order of **Glenn Miller Productions, Inc.**

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 **Glenn Miller 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 **Glenn Miller Orchestra** souvenir programs, CD's, DVD's, T-shirts and memorabilia to be sold throughout the engagement by salesmen provided by Artist without charge by the Purchaser. Purchaser shall provide 2 tables for Orchestra's use.
- 11. **COMPLIMENTARY TICKETS:** Eight (8) courtesy house seats will be made available at all performances for use by the Artist.
- 12. **HOTEL ACCOMMODATIONS:** Purchaser at its own expense shall provide six (6) 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. **FUEL SURCHARGE:** Due to increased travel/fuel expenses, the Purchaser shall pay Artist \$150.00 at the venue either in cash or by separate check as partial reimbursement of its travel/fuel costs.
- 14. **INSURANCE:** Artist carries standard Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 Aggregate, Workers Compensation Insurance/Employers Liability, Automobile Liability insurance in the amount of \$1,000,000 for all Owned, Non-Owned & Hired Auto Vehicles and an Umbrella policy with \$2,000,000. Artist will provide a certificate of liability insurance if requested at least 30 days prior to the engagement. Any additional dollar amounts, or requests to be a named insured, will be at the sole expense of the Purchaser.
- 15. 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.

Glenn Miller Productions, Inc.

PURCHASER

By: _____

By: _____

Date:

Date:

GLENN MILLER ORCHESTRA®

Sound Requirements

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

- A. Theatres or theatre-sized indoor facilities:
1. Four 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
 7. Sidefills (monitors) suggested, but not required
- B. Outdoor concerts or very large indoor facilities:
1. Four 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
 9. Sidefills (monitors) strongly suggested (not required)

Note: Fourteen (14) total microphones and two (2) monitors for indoor jobs.

Eighteen (18) total microphones and at least two (2) monitors for outdoor jobs.

The Miller Sound Lives Forever!

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