

9/28/09

**Tommy Tune
&
The Manhattan Rhythm Kings**

STEPS IN TIME
A Broadway Biography in Song & Dance

Rider

It is essential and crucial that upon receipt of the rider for the stated performance engagement(s) that this rider be carefully reviewed by the promoter/presenter. If any changes/modifications are to be made, the promoter/presenter should immediately contact Hal Shane (212) 362-4143. At which time, **Tommy Tune & the Manhattan Rhythm Kings** will evaluate whether such requested changes are acceptable.

**UNLESS WE HEAR FROM THE PROMOTER/PRESENTER
WITHIN THE SAID 48 HOUR PERIOD, THE CONTRACT
WILL BE DEEMED ACCEPTED BY THE
PROMOTER/PRESENTER IN IT'S ENTIRETY**

Tommy Tune & the Manhattan Rhythm Kings

GENERAL TERMS:

THIS RIDER IS HEREWITH ATTACHED AND MADE PART OF THE CONTRACT DATED _____, 20____, BY AND BETWEEN THE ARTISTS AND THE _____ (PRESENTER)

1. **BILLING**: ARTISTS shall receive 100% Headline billing in all advertising under the control of Presenter pertaining to engagement hereunder, including but not limited to, newspaper advertising and all printed material, programs, fliers, signs, lobby boards, table cards and marquees. BILLING TO READ AS FOLLOWS:

TOMMY TUNE (100%)

in

STEPS IN TIME

A Broadway Biography in Song and Dance

Featuring

The Manhattan Rhythm Kings (80%)

2. **COLLATERAL USE**: PRESENTER shall not use the Artist's names or likenesses for any commercial purpose or in connection with any commercial tie-up, either aurally or visually. Including posters, T-shirts, etc., without the written consent of the ARTISTS except under the advertisement or promotion of the engagement hereunder.
3. **CAMERAS & RECORDING DEVICES**: No recording devices or likenesses for any commercial purpose or in connection with any commercial tie-up, either aurally or visually, including posters, T-shirts, etc., without the written consent of the ARTISTS except under the advertisement or promotion of the engagement hereunder.

4. If performance of the ARTISTS is scheduled in a place where food or beverages are served, no food or beverages shall be served during the ARTISTS' performance.
5. PRESENTER warrants that he/she has the right to enter into and fully perform this contract and is of legal age to enter into a binding contract.
6. PRESENTER shall obtain all permit licenses, certificates, or permissions required to enable the engagement to be lawfully performed.
7. **SECURITY**: PRESENTER shall furnish ARTISTS with reasonable and adequate SECURITY: PRESENTER security, and ARTISTS shall be entitled to cancel this engagement if ARTISTS shall reasonably conclude that performance of this engagement might subject these ARTISTS, members of this entourage, or any member of the audience, to bodily injury or property damage.
8. PRESENTER shall indemnify and hold ARTISTS harmless from any loss, damage or expense arising from or connected with any personal injury, property damage or other invasion of any lawful right of any person employed by or contracted to PRESENTER in connection with the engagement or any other attendee at the engagement.
9. **ARTISTIC CONTROL**: ARTISTS shall have sole exclusive control over the production, presentation and performance of the engagement hereunder, and ARTISTS shall have the sole right to designate and change at any time the performing personnel.
10. **APPROVAL OF SUPPORTING ACT**: PRESENTER and ARTISTS shall have mutual right of approval of supporting act(s) appearing with Tommy Tune and the Manhattan Rhythm Kings during engagement hereunder, and percentage of billing for said act(s).
11. **SONG RIGHTS**: PRESENTER is responsible to make all applicable payments to ASCAP and BMI.

12. **ARTISTS'** obligations hereunder are subject to detention or prevention by sickness, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act dissimilar, beyond **ARTISTS'** control.
13. **ACCOMMODATIONS:** PRESENTER to provide and pay for the following accommodations at a first class hotel to commence one day prior to the engagement date and possibly one day after:
- ONE (1) star suite and
SEVEN (7) non-smoking single rooms
- ONE OF THE ROOMS TO BE CONNECTED TO THE STAR SUITE OR NEAR BY.**
14. **AIRFARE:** Presenter shall provide at his sole cost and expense, ONE (1) round-trip first class (1st class) airfare and SEVEN (7) round-trip coach airfares to and from Engagement hereunder. TICKETS MAY ORIGINATE AND/OR END IN DIFFERENT CITIES, ACCORDING TO THE ARTSITS NEEDS I:E PREVIOUS ENGAGEMENTS, ETC, AT ARTISTS OPTION. In the event **ARTISTS** are traveling from a previous engagement (s), **ARTISTS** reserve the right to request Cash Equivalents in order to facilitate Non-Round trip routing. This should be confirmed within forty-five(45) days of Engagement. For travel questions please call Patrick Rinn at 646-734-3992 or Hal Shane at 212-362-4143
NOTE: ARTISTS MAY ARRIVE AT DIFFERENT TIMES AND/OR ON DIFFERENT DAYS.
15. **GROUND TRANSPORTATION:** PRESENTER agrees to pay for all ground transportation to and from New York airports (to be reimbursed) and to supply and pay for transportation for eight (8) to/from airport to hotel, to place of engagement, and other internal transportation. This should consist of ONE(1) Limousine and ONE(1) Town Car, and ONE(1) Economy Van without passenger seating for luggage. The **ARTISTS** usually travel with approximately 20 pieces. **PLEASE CONFIRM EXACT DATES AND VEHICLES WITH PATRICK RINN AT 646-734-3992 OR HAL SHANE AT 212-362-4143.**

16. **TICKETS:** PRESENTER to provide ARTISTS with TWELVE (12) Complimentary tickets at top ticket price for each performance for ARTISTS' own use. Any portion of these tickets not used by ARTISTS will be released for public sale one hour to performance time.

17. **RECORDS, TAPES & CD's:** The ARTISTS shall have the right to offer for sale various items of merchandise associated with ARTISTS On the premises of the place of performance. PRESENTER to provide One person to sell said items during intermission and after concert at PRESENTERS cost. PRESENTER to make arrangements for the above with ARTISTS at least one hour prior to performance.

18. **CANCELLATIONS:** ARTISTS shall have the sole right to cancel Engagement hereunder in the event ARTISTS SERVICES are required in connection with a conflicting Motion Picture, Television Special, Television Series, or legitimate stage production or other performing engagement on Broadway, Off-Broadway, in the state of Nevada or the City of Atlantic City, upon thirty (30) days written notice.

19. **IF PRESENTER FAILS TO FULFILL** or provide any of the requirements or obligations of PRESENTER hereunder, whether material or immaterial, ARTISTS shall have the right, in addition to any other rights or remedies which ARTISTS may have available, to cancel the performance(s) at any time, and in such event, ARTISTS and ARTISTS AGENTS and representatives shall be free from any and all obligations and liabilities to Presenter.

ACCEPTED AND AGREED

ACCEPTED AND AGREED

 STEPS IN TIME LLC
 f/s/o Tommy Tune

 PRESENTER

CHECKS FOR THE ENGAGEMENT SHOULD BE MADE PAYABLE
 TO: **STEPS IN TIME LLC – ID# 83-0504500**

**Tommy Tune
&
the Manhattan Rhythm Kings**

**STEPS IN TIME
A Broadway Biography in Song & Dance**

Production Requirements

It is essential and crucial that upon receipt of the rider for the stated performance engagement(s) that this rider be carefully reviewed by the promoter/presenter. If any changes/modifications are to be made, the promoter/presenter is to **immediately** contact Patrick Rinn Production Manager 917-546-0960 or Hal Shane (212) 362- 4143. At that time, **Tommy Tune & the Manhattan Rhythm Kings** will evaluate whether such requested changes are acceptable.

TOMMY TUNE & THE MANHATTAN RHYTHM KINGS

TECHNICAL REQUIREMENTS

1. **STAGE**: Stage must be solidly constructed, smooth, unwaxed, suitable for tap dancing, and if not, a “dance floor” must be provided (size and type to be discussed with Hal Shane (212) 362-4143). The bare wood floor should be in good condition with no soft spots or uneven edges. See attached diagram for stage space requirements. **Stage should be bare as possible**, No cyc, No backdrop, no wings, trims, or travelers. For questions contact Patrick Rinn 917-546-0960
2. **INSTRUMENT REQUIREMENTS**: PRESENTER shall provide at sole cost and expense the rental of the instruments listed below. All Instruments must be of professional quality in good working condition. All instruments must be at the venue for scheduled Rehearsal.

PIANO

as per diagram

Onstage and tuned to A 440 (Day of performance, tuning completed At least one (1) hour prior to the start of the rehearsal.), and for the 1st performance. Preferred pianos: Steinway, Baldwin, Yamaha, (In order of preference.)

One ELECTRONIC KEYBOARD – (In order of preference)

1. Yamaha-Motif ES8 (88 keys) or ES7 (76 keys), Yamaha sustain pedal FC4 Yamaha controller pedal FC7
2. Kurzweil K2600
3. Korg - Triton series - TR88 Triton Extreme 88 or Triton 88 Studio

One (1) X stand.

One (1) Adjustable stool.

Small table for synth module if needed

One (1) Standard three quarter or full size four (4) string stand up BASS VIOLIN to be provided for the sole use of the ARTISTS. BASS must have steel strings, adjustable bridge and LONG END-PIN. No bow or bass stand is required. BASS must also have a BASS PICK-UP. Bass must be on-stage at least 2 hours prior

to rehearsal.

One BASS AMP: Preferred; Ampeg B-15, Hartke Kickback, G.K., Polytone Mini-Brute III, to be at venue 2 hours before rehearsal.

Drum Set/percussion list for Tommy Tune Steps in Time show

STEPS IN TIME drums/percussion list (*rev. 9/2009*)

Four-piece DRUM SET as follows:

- **Snare Drum w/coated Ambassador head**
- 1 mounted tom-tom (12" preferred)
- 1 floor tom-tom (14" preferred)
 - (*coated ambassador heads on tom-toms preferred*)
- Bass Drum: (20-22")

CYMBALS

- Ride Cymbal, 20"
- 1 Crash Cymbal, thin-medium thin, 16-18"
- Splash Cymbal, thin, 8 – 12"
- Hi-Hat Cymbals, 14"

HARDWARE & ACCESSORIES

- 4 cymbal stands (*3 for cymbals + 1 for Mark tree*)
- Snare Drum stand
- Hi-Hat stand
- B.D. pedal
- Drum Seat
- Triangle w/beater and triangle clip
- Mark Tree Wind Chime (*single row OK*)
- 2 LP Jam Blocks; 1 red (large) and 1 blue (small)
- 1 small or medium size cowbell
- mounting brackets for jam blocks and cowbell, *i.e. LP bass drum rim mounting bracket & LP percussion claw (or equivalent); or extra cym. stand(s)*

- **Sticks and Brushes**
- **Drum Carpet**

ARTIST RESERVES THE RIGHT TO REQUEST MINOR CHANGES IN THE ABOVE INSTRUMENTATION, OR INSTRUMENT RENTAL REQUIREMENTS, WITHIN A REASONABLE TIME PERIOD PRIOR TO ENGAGEMENT.

Presenter shall provide at his sole cost and expense the following other related equipment.

- A. Six (6) matching black music stands, (3) of which are complete with necessary electrical cable to wire all matching lights to one 100 watt dimmer gel with ROSCO 3314
 - B. One (1) piano light - clip on (same as music stand lights)
 - C. Three (3) **black** wooden stools, w/no backs – 28 30”
Prior to the 1st rehearsal, audio mics. for the Artist’s are to be in place and operative so that the rehearsal can be facilitated in a minimum amount of time.
 - D. One (1) - 8’(foot) ladder with support rungs opposite side of step rungs
3. **REHEARSAL/SOUND CHECK**: Presenter will provide, at Presenters sole cost and expense, rehearsal consisting of three (3) hours the opening day of engagement. All instrument requirements and rentals and Amps are to be available for rehearsals as well as performance, delivery and pickup arranged by Presenter and delivered to venue At least two (2) hours prior to rehearsal.

IF REHEARSAL IS TO BEGIN BEFORE 10 A.M., THE AFORE MENTIONED RENTALS AND SET UP ARE TO BE IN PLACE THE NIGHT BEFORE. THIS INCLUDES THE DRUMS BEING OUT OF THEIR CASES AND ON THE DRUM RISER.

The exact time and place of rehearsal will be established in consultation with Patrick Rinn at 646-734-3992 or Hal Shane at (212) 362-4143.

4. **SOUND SYSTEM**: Presenter shall provide at his sole cost and expense, one first class sound system and monitor system to professionally reproduce orchestra/band, vocal, and sound effects and to provide stage monitor systems as required. Sound system to be operated by at least two (2) fully competent operators. Artists reserve the sole discretion in approval and/or replacement of any and all equipment provided.
All instruments will have appropriate mics and stands.

MONITOR BOARD should live Stage Left

SEE ATTACHED SOUND REQUIREMENTS DIAGRAM.

ALL MICS SHOULD BE OPERATIONAL BEFORE

REHEARSAL BEGINS. For sound questions, call

Patrick Rinn at 646-734-3992 or Hal Shane (212) 362-4143.

5. **LIGHTING**: The use of in-house equipment is essential to our Production as well as personnel required by Union rules to design and Operate equipment efficiently. General set up must be in place for the beginning of rehearsal, with the specifics to be determined upon Artist's arrival at Venue for Sound Check. **LIGHTING SCHEME AND FOCUSING TO BE ARRANGED WITH THE STAGE MANAGER. SEE ATTACHED LIGHTING REQUIREMENTS**

Two (2) Follow Spots (Operators needed at rehearsal)

Artists to arrive with Cue Book to be called and operated by venue personnel. For questions call Patrick Rinn at 646-734-3992

6. **DRESSING ROOMS**: Presenter will provide Five (5) dressing rooms, Requirements are:
 - One (1) "Star" dressing room w/private bathroom and Shower with HOT WATER.
 - One (1) large dressing room w/private bathroom and shower With HOT WATER for MRK's.
 - Three (3) single dressing rooms, or (one large), for each of the

following: Pianist, Keyboard Player & Drummer.

Each room will be clean and provided with a full-length mirror, well-lit dressing mirrors, adequate soap, terry cloth towels, tissue, at least one (1) 20 amp outlet per room, and one (1) wardrobe rack.

A supply of plain (such as Evian) and sparkling (Perrier, Poland) Mineral water, Diet Coke, Pepsi, Cranberry/Orange Juice, Corona Beer, coffee, tea, lemon, milk, honey and appropriate cups/glasses/ Ice are to be in dressing rooms one-half hour before 1st sound check/ Technical rehearsal and all performances.

CATERING: To follow rehearsal,

Presenter to provide in dressing room area for entire Tommy Tune/MRK traveling company (approx. 9 people), A lunch or Dinner, consisting of:

- Chicken Soup
- Salad (any dressing to be on the side)
- Fruit
- Steamed fresh vegetables
- Deli platter for making sandwiches (Bread, Rolls and Condiments)
- A Hot Chicken Dish (no cream sauce)
- A pasta salad w/vegetables
- Dessert

7. **TECHNICAL STAFF:** Presenter shall provide, at his sole cost and expense, sufficient qualified personnel to unload, set up, operate, and Strike all equipment required in presentation of Artist's show.

ONE (1) wardrobe supervisor will be required for maintenance, And light washing/minor repairs of costumes. Also, a steamer, Iron and ironing board must be provided if Venue doesn't have Them. Use of washer/dryer if available. Supervisor should be Available at the beginning of rehearsal time.

SOUND AND LIGHTING CREW SHALL BE AVAILABLE TWO (2) HOURS BEFORE "DOWNBEAT" OF REHEARSAL. AT THIS TIME, THERE WILL BE A MIC/MONITOR CHECK AS WELL AS REFINEMENT OF LIGHTING SPECIALS AND SPECIFIC CUES, AND STAGESET UP. DUE TO LIMITED

**TECH TIME. ALL CREW MUST BE AVAILABLE FOR THIS.
SPOT OPERATORS ARE TO BE CALLED FOR REHEARSAL.**

8. **MERCHANDISING**: Presenter shall provide at least one (1) person To set up and sell Artist’s recordings, etc. These shall be set up and Displayed in a “high traffic” area of the Venue lobby. ARTISTS will Provide merchandise at the time of the Tech. Rehearsal, and shall Settle with said person at the end of the performance(s).
9. **PUBLICITY**: The Manhattan Rhythm Kings are available thirty (30) days prior to your event for phone interviews for local media to include newsprint and radio. Interviews with Mr. Tune are also possible, as per his availability. For questions, or to set up interviews, please contact Patrick Rinn at 646-734-3992

ACCEPTED AND AGREED:

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PRESENTER

ARTIST

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**CREDIT SHEET FOR TOMMY TUNE AND THE
MANHATTAN RHYTHM KINGS**

(To be used in all printed programs) Please contact Patrick Rinn for program bios. 917-546-0960)

Musical Director/Pianist: Michael Biagi

Drummer: John Meyers

Keyboards Robert Hirschhorn

Production Manager/Lighting Design :Patrick Rinn

THE TITLE OF THE SHOW: (Font: Engravers MT)

**TOMMY TUNE
IN
STEPS IN TIME
A BROADWAY BIOGRAPHY IN SONG AND DANCE**

MR. TUNE REQUESTS THAT THERE BE NO PRINTED LIST OF SONGS IN THE PROGRAM. PROGRAM TO BE ANNOUNCED FROM THE STAGE. MR TUNE'S CONCERT PROGRAM WILL HAVE NO INTERMISSION, AND RUN 75 – 80 MINUTES.

