

2019 DETROIT JAZZ FESTIVAL ARTIST RIDER

1. GENERAL INFORMATION.

The Detroit Jazz Festival is the signature project of the Detroit Jazz Festival Foundation, a year-around nonprofit organization, held outdoors in Downtown Detroit and set in an extremely unique setting combining both Hart Plaza, a beautiful city park situated on the Detroit River, and Woodward Avenue up to Campus Martius and Cadillac Square. The Festival consists of four stages on the footprint with performances beginning from 11:30 a.m. and concluding by 11:00 p.m., as well as morning educational workshops and late-night jam sessions in the festival hotel, Detroit Marriott at the Renaissance Center, which overlooks the festival footprint. In its 40th year, held every Labor Day Weekend, the 2019 dates are Friday, August 30 through Monday, September 2.

A) Changes in date, time, and stage.

Due to programming changes, with prior consent from both parties, date, time, and/or stage may change up to 30 days prior to festival.

2. DRESSING ROOMS.

Three of the four Festival stages are located in Hart Plaza on the Detroit River and one stage is located North, up Woodward Avenue from Hart Plaza, in Cadillac Square. Staffed by Festival security, only stage personnel, Artists, and mutually approved guests are permitted entry to the Artist Dressing Rooms, which include private bathrooms (no showers), water, and towels. Each of the stages and dressing room locations are as follows:

HART PLAZA:

- A) Carhartt Amphitheater Stage – Located in the main bowl area of Hart Plaza, this stage has both men's and women's dressing rooms. These brick-and-mortar rooms are part of the facility and located directly behind the stage.
- B) Wayne State University Pyramid Stage – This stage is located in the Northeast corner of the property and also has men's and women's dressing rooms. Again, these are brick-and-mortar rooms in which are part of the facility and located directly behind the stage.
- C) Absopure Waterfront Stage – This stage is located on the grass on the Southeast corner of the property. Due to its location, it is not possible to have a brick-and-mortar dressing room. Instead, this dressing room consists of a comfortable trailer with electric power available.

CADILLAC SQUARE:

- D) JPMorgan Chase Main Stage – This stage is located approximately three blocks from Hart Plaza heading North up Woodward Avenue in Cadillac Square. This particular stage is also without a brick-and-mortar dressing room option; however, this stage offers a significant backstage area and comfortable dressing room trailer with electric power available.

3. HOSPITALITY.

Daily food and beverage service are provided by official Festival sponsors on the day of each Artist's performance. Each Artist will be provided with one meal ticket per performance to be used ONLY on performance days. Meal tickets are included in the Artist Packets provided to Road Managers/Band Leaders upon arrival to the Festival Hotel. The Festival does not guarantee specific menus, but provides a substantial, high quality meal with vegetarian options. These services are available to Artists and Band Managers only. Any dietary restrictions must be communicated before July 1, 2019.

4. SOUND CHECKS.

Generally, performances are scheduled with 30-45-minute stage changes, which only allow for equipment changes, microphoning, monitor and line checks 15-30 minutes prior to each performance. Each stage at this outdoor festival has coverage and protection from extreme weather conditions. Specific requests or concerns must be immediately communicated with the festival's production manager.

5. BACKLINE.

- A) The Festival cannot guarantee specific endorsement-driven brand names but does guarantee all equipment is widely used by professional Artists, is of top-professional quality, and is compatible with the goals of each Artist's specific rider. If an Artist is brand specific, the Production Manager will make every effort to accommodate those requests.
- B) All four major stages have a 9-foot Steinway grand piano, a professional quality drum kit (Yamaha, Sonor, DW, Gretsch, etc.), as well as a variety of bass amps, guitar amps, and electric keyboards to select from at each stage. The Festival supplies each stage with music stands, lights, and risers, as needed.
- C) The Festival provides a designated room at the hotel for acoustic bass players not carrying their own basses to select an instrument of their choosing. The festival has 8-10 high-quality basses to select from. Upon testing and reserving a bass, the Festival delivers the assigned acoustic bass to the performance stage for the musician's convenience.

6. REHEARSALS.

Due to limited rehearsal space, rehearsal requests are arranged during contract advancement and scheduled on a first-come, first-served basis. Designated rehearsal spaces are provided on the fourth floor of the Festival Hotel and include a drum kit, bass amplifier, guitar amplifier, weighted keyboard, music stands, and a small P.A. for monitors. The Festival may accommodate special needs with advance notice and upon availability.

7. LOCAL GROUND TRANSPORTATION.

Transportation back to Detroit Metro airport is available until 12:00 p.m. on Tuesday, September 3, 2019. The Detroit Jazz Festival Foundation provides courtesy transportation to artists to and from the commercial carrier (Detroit Metro Airport, Detroit bus terminal, and Detroit train station) and the festival hotel. The festival fleet includes luxury cars (Town Car or upscale SUV) and large, comfortable passenger vans. Vans are provided only when a car cannot easily accommodate a group and its equipment. Confirmation of air travel and special ground transportation needs must be submitted via ENSEMBLE CONTACT/FLIGHT ITINERARY form before July 1, 2019 to ensure appropriate vehicles are dispatched. Transportation is available from Thursday, August 29, 2019 through Tuesday, September 3, 2019. Any requests for Festival transportation outside of those dates must be approved in advance by the festival transportation manager. The last shuttle to the airport will leave the Marriott Artist Transportation Depot at 12:00 p.m. on Tuesday, September 4, 2018.

- A) **ARRIVALS:** All arrivals will be met in the baggage claim area at the airport terminal. A Transportation Team Member will be inside the baggage claim area with DJF signage and ensemble's name to meet arriving artists and escort them to Detroit Jazz Festival vehicles which will be located curbside outside the baggage claim area.
- B) **DEPARTURES:** All Artists should plan to leave from the Detroit Jazz Festival Main Transportation Depot (located curbside at the Motor Lobby of the Festival Hotel) approximately two (2) hours prior to the scheduled flight departure time. Artists should confirm their departure shuttle on the day or evening prior to departure at the Festival Office, which is staffed between 11:00 a.m. and 11:00 p.m. each day of the event. Special departure times will be accommodated if resources allow and should be confirmed with the Transportation Manager prior to the event.

8. TRANSPORTATION ONSITE

In an effort to make artists' onsite transportation more intuitive and consistently available, transportation hubs (Mack Ave Artist Transportation Depots) expressly for Detroit Jazz Festival artists and band managers, are located on the festival site for transportation throughout festival grounds and the Festival Hotel. Because the Festival Hotel is within close proximity to the festival grounds, these depots have vehicles (with handicap accessibility, upon request) to transport artists throughout the festival footprint for scheduled performances, rehearsals, interviews, CD signings, Talk Tent Appearances, or any other festival-related functions from 11:00 a.m. through one hour after the last performance each day. Each depot is manned by Detroit Jazz Festival team members whom are able to answer any general questions in regard to scheduling and stage locations as well as address any possible artist-related concerns. Detroit Jazz Festival Artists will simply need to show their artist credentials to utilize the transportation service. All exceptional transportation needs arising once the artist has arrived at the festival footprint should be scheduled through the transportation concierge, located outside the Motor Lobby.

9. LOBBY CALLS

It is the sole responsibility of the Band Manager for each ensemble to fully assemble all ensemble artists at the Detroit Jazz Festival Main Transportation Depot (located curbside at the Motor Lobby of the Festival Hotel) at least sixty (60) minutes before performance time. All requests for changes in assigned lobby calls must be immediately communicated transportation manager.

10. LODGING & ACCOMMODATIONS.

Per agreement, Artists stay at the Detroit Marriott at Renaissance Center, a nonsmoking hotel with an excellent restaurant and room service. The Festival is responsible for room and tax only; upon check in, each festival guest must provide a credit card for incidentals (these are official hotel policies, no exceptions). Hotel confirmation number(s) will be provided to Band Manager by August 16, 2019. Detroit Marriott at the Renaissance Center; Hotel Class: Four Stars. Soaring 73 floors above the Detroit River, the Detroit Marriott at the Renaissance Center is an ideally located hotel in downtown Detroit, MI, situated on the RiverWalk, next to Hart Plaza. This downtown Detroit hotel is within the GM Renaissance Center, which provides convenient access to shopping, restaurants and entertainment. The Detroit "People Mover" public transportation system enables guests to visit top attractions that surround the downtown Detroit, MI hotel. Floor to ceiling windows and dramatic views highlight Detroit hotel rooms, while a reinvented downtown Detroit, Michigan hotel lobby boasts functional seating and business friendly amenities in a trendy setting. Delight in the stylishly urban ambiance of 42 Degrees North for breakfast. Or enjoy lunch, dinner and evening cocktails in the Volt Lounge. Certified by the Michigan Green Meetings Council, the Detroit Marriott at the Renaissance Center (Festival Hotel) in downtown Detroit, MI is a premier "green" destination. Address: 400 Renaissance Dr. W., Detroit, MI 48243 Phone: (313) 568-8000

11. AIRFARE.

Unless previously agreed upon, the Detroit Jazz Festival does not provide airfare. ALL FLIGHT CONFIRMATION INFORMATION IS DUE TO THE DETROIT JAZZ FESTIVAL FOUNDATION NO LATER THAN JULY 1, 2019.

12. ITINERARIES & ARTIST'S WELCOME PACKET.

An itinerary will be provided to each Band Manager upon arrival to the Festival footprint at the Detroit Jazz Festival Artist Check-In Desk, located on the third floor of the Festival Hotel in which will list all contractually agreed-upon festival related activities, times, and locations. The Band Manager will be required to show identification, sign for credentials, and be responsible for appropriately distributing materials to each Artist in the band. These itineraries will also be sent to management in advance for review and preparation. Any concerns with itineraries must be immediately communicated to prevent any scheduling conflicts.

13. PAYMENT/DEPOSITS.

Initial Deposits are disbursed once all documents (W9 Forms, Detroit Jazz Festival Rider, and artist contract) have been fully executed and submitted. Upon contract execution, the initial deposit (where applicable) will be disbursed as specified in artist contract. Final Payments: To streamline the artist payment process and solidify check disbursement, the festival holds all checks in the Detroit Jazz Festival Business Office, located on the third floor of the Festival Hotel. Checks may be picked up after the performance has concluded and during festival hours (11 a.m. – 4 p.m. daily or by appointment; contact Director of Operations: Kim Collins, (C) 313.400.0959, Email: kcollins@detroitjazzfest.org). All unclaimed checks will automatically be mailed on Tuesday, September 3, 2019. For questions or concerns, please contact the Finance Manager. Onsite contact numbers will be provided with itineraries in advance.

14. EXCLUSIVITY/SPECIAL TERMS.

No Detroit Jazz Festival Artist is permitted to perform at any venue within a 150-mile radius of the festival, 90 days before or after performance date.

15. COMPLIMENTARY TICKETS.

Since this is a free festival, there are no complimentary tickets and it is not possible to reserve seats in the VIP seating section of the audience area. However, each Artist and Band Manager will receive one backstage pass in his credential packet for him/herself.

16. CD and DVD MERCHANDISING, CD SIGNING & AUTOGRAPH SESSIONS.

Photo opportunity and CD signings are scheduled stage-side 30 minutes following the conclusion of each performance. All delivery, transactions, and inventory management of CDs and/or merchandise are the

sole responsibility of the artist. The Detroit Jazz Festival Foundation provides space with a tent, a table, chairs, and volunteer support for artists to sell CDs and/or merchandise. Artist Handlers and Hospitality Team Members are located backstage to escort artists to their scheduled CD signings following each performance.

17. (UNAUTHORIZED) RECORDINGS / PHOTOGRAPHS.

At this outdoor, non-ticketed venue, we cannot completely control unauthorized recording, although every effort is made via prominent signage, stage announcements, and Festival security. Backstage photo credentials are issued to legitimate media ONLY for purposes of press coverage and documentation. Photographers are not allowed onstage.

18. MEDIA INTERVIEWS.

The Festival encourages all media to work through the Festival Marketing and Public Relations Manager for arranging Artist interviews. Interview requests are discussed and coordinated with appropriate Artist management. Given the open nature of the Festival, however, media may occasionally approach an Artist directly for media interviews. The Festival discourages this practice but cannot prevent it. If an Artist or their management has been approached by an individual other than the Artistic Director, Artist Relations Manager, or Marketing and Public Relations Manager, the Festival has not been involved in the normal vetting process.

19. PERFORMANCE RELEASES.

In further consideration of the of the Performance Fee as set forth in this Offer, and other good and valuable independent consideration, receipt and sufficiency of which is hereby acknowledged, Artist, by execution of this Offer, agrees to the following performance releases and further grants to Detroit Jazz Festival and Metromobile, an independent recording contractor of the Detroit Jazz Festival, an irrevocable license to use, for any or all of the **limited purposes set forth in this agreement**, all or any part of any recording of Artist's performance, any interview Artist provides, and any other video or audio recording of Artist's performance, interviews or other actions at the 2019 Detroit Jazz Festival or any of its pre- Festival events to the Festival.

A) Production of and Broadcast of Audio Recording, Video Production, and Promotional Use.

In order to promote, operate and preserve the great tradition of the Detroit Jazz Festival, the Detroit Jazz Festival Foundation requires that each Artist grant the right and license to perform the following work, which shall be used for the limited purposes set forth in this agreement.

Audio Use.

Detroit Jazz Festival Foundation, or its agents, may produce recordings of all or a part of Artist's performance. These recordings are for archival purposes or Promotional Uses, as defined below. The Detroit Jazz Festival Foundation shall make available live mixed CDs and digital multitrack master tapes (when applicable) to the Artist, or his/ her agent, of the recordings within 90 days after the 2019 Detroit Jazz Festival. The Detroit Jazz Festival Foundation charges a nominal fee to cover costs associated with copying CD or multitrack master tapes. All such recordings, together with all copies of these materials as described in this Agreement are collectively referred to herein as "Audio Uses."

Video Use.

Detroit Jazz Festival Foundation, or its licensees, may, in its discretion, record, produce and use audio and video footage and other materials in whole or in part for promotional purposes in advertising, for publicizing and promotion of the Festival in any media now known or hereafter created. All such audio, video footage and other materials, together with all copies of the audio, video footage and other materials, as described in this Agreement, are collectively referred to herein as "Video Uses."

Promotional Use.

Detroit Jazz Festival Foundation, or its agents, may use the Artist or Band name, likeness, logo, photographs, and other available information about the Artist or Band in connection with the Audio Uses, Video Uses and App Uses, as defined below, or with any credits that may accompany distribution of such materials as part of any publicity and related institutional purposes the Detroit Jazz Festival Foundation may undertake. All such name, likeness, logo, photographs, and other available information about the Artist or Band video footage and materials, together with all copies of such materials described in this Agreement are collectively referred to herein as "Promotional Uses."

App Use.

Detroit Jazz Festival Foundation, or its licensees, may, in its discretion, produce and use audio and video footage and other materials in whole or in part for any reason, including use with the DJFLive app. All such audio, video footage and other materials used with the DJFLive app are collectively referred to herein as "App Uses."

B) Detroit Jazz Festival LIVE/Extended Stage Experience.

In further consideration of the Performance Compensation to be paid to the Artist, the Artist grants the Detroit Jazz Festival Foundation the license and right to one-time, real time live stream the Artist's performance on the DJFLive app. The streaming of the Artist's performance will happen one time. The streaming will happen in real time. The performance will stream to an internal, encrypted system and will only be available to the DJFLive app. The performance will not be recorded and will not be available for viewing or listening after the last note is played by the Artist on the stage.

The Detroit Jazz Festival Foundation now offers Artists a chance to increase their Performance Compensation with the Detroit Jazz Festival LIVE/Extended Stage Experience ("DJFLIVE"). DJFLIVE is a mobile device application for festival attendees and jazz lovers throughout the world. DJFLIVE will allow users of the app the ability to view and listen to festival performances only as they happen on stage – live...but not afterwards. This is not a recoding but offers subscribers the experience of seeing a live performance. Once the performance is completed, like a live concert, it is no longer available by any electronic means. Users of the app will be able to access live audio and video from any one of the four stages, or a subscriber can switch from stage to stage during performances at their option. The app will cost \$10-\$20 (the "Subscription Fee"). The app will not allow the subscribers to download or otherwise save any portion of any performance. And no other performances will be available on the app except those that are being performed live as and when they happen at the Detroit Jazz Festival.

A percentage of the Subscription Fees will be retained by the Detroit Jazz Festival Foundation and the remaining percentage will be placed in a revenue pool to be distributed to acts performing at the 2019 Detroit Jazz Festival. This technological enhancement of the Detroit Jazz Festival will increase revenue to the Artists performing at the 2019 Detroit Jazz Festival without any additional effort. Again, this is not a recording, this allows the subscriber to see a live performance of the greatest jazz in the country.

C) Audio Uses, Video Uses, Promotional Uses and App Uses.

With respect to all of the Audio Uses, the Video Uses, the Promotional Uses and the App Uses, and in further consideration of the Performance Compensation paid to Artist, Artist hereby acknowledges and agrees as follows:

- 1) Artist is sole owner of all of their intellectual properties
- 2) That Detroit Jazz Festival Foundation is the sole copyright owner of any and all of the Uses (as defined in Paragraph 19. A.), and all copies of any kind or nature made of this material unless mutually agreed to in writing by ARTIST and PURCHASER.
- 3) That the Artist hereby grants an irrevocable license to Detroit Jazz Festival Foundation, or its agents, to create any of the materials required for any and all of the Uses (as defined in Paragraph 19. A.), without need of the execution of any further document or permission.
- 4) The performance(s) by the Artist/ensemble at the 2019 Detroit Jazz Festival, in the creation of any and all of the Uses (as defined in paragraph 19.A.), is deemed Work Made for Hire under the U.S. Copyright Act. Artist has been independently compensated for such work in further consideration of the Performance Compensation set for the above,
- 5) Neither the Detroit Jazz Festival Foundation or the Artist may publish any audio/video recording (made at the 2019 Detroit Jazz Festival) after the 2019 Detroit Jazz Festival without additional agreements from both parties.

20. INCLEMENT WEATHER.

ONLY the Detroit Jazz Festival Artistic Director or Production Manager shall have the sole right, in their discretion, to determine in good faith whether any such weather conditions (such as, without limitation: rain, snow, sleet, lightning, excessive wind or temperatures below 40 degrees) shall render the performance(s) impossible, dangerous, hazardous or unsafe in a timely manner. If performance is canceled by the Detroit Jazz Festival Foundation for these reasons, Artist will still be paid the full balance fee.

21. ASSIGNMENT.

This Agreement is for the personal services of the Artist, and Artist shall not assign this Agreement. I hereby accept this Rider to perform at the 2019 Detroit Jazz Festival, together with all of terms, covenants, and conditions contained in this Agreement. I warrant and represent that I have full authority to execute this Agreement and bind the Artist to the terms, covenants and conditions hereof. The effective date of this Agreement is deemed to be the date of the last signature. The undersigned represents that I/we am/are authorized to grant the rights enumerated in this Performance Release. The undersigned will indemnify and hold Detroit Jazz Festival and its related and affiliated entities, successors, assignees and licensees harmless from and against any claim, loss or liability, including reasonable attorney's fees, arising out of Detroit Jazz Festival's use of the materials or footage as provided for in this Agreement. The undersigned agrees that this Agreement will be interpreted in accordance with the laws of the State of Michigan without regard to its choice of law rules and consents to the forum and jurisdiction of the local courts located in the State of Michigan.

22. CORRESPONDENCE.

Contract Advancement: Chelsea Hallendy, (C) 586.713.8381 Email: contracts@detroitjazzfest.org
Finance Manager: Anita Ankenbauer, (O) 313.469.6465 ext. 205, Email: finance@detroitjazzfest.org
Production Manager: Mike Fotias, (O) 313.729.2428 | (C) 248-912-8989, Email: foton@paxahau.com
Transportation Manager: Lisa Brancato, (C) 313-408-1605, Email: transpo@detroitjazzfest.org
Hospitality Manager: Sharon Banks, Email: hospitality@detroitjazzfest.org
Marketing & Public Relations Manager: Shaun Wilson, Email: djffmedia@detroitjazzfest.org
Social Media Manager: Hayley Burns, (C) 313.808.0485, Email: hayleyburns@riverstrategies.com
Director of Operations: Kim Collins, (C) 313.400.0959, Email: kcollins@detroitjazzfest.org