

## Addendum to Contract

**NATIONAL SYMPHONY ORCHESTRA OF UKRAINE**  
Volodymyr Sirenko, Artistic Director & Chief Conductor

All of the provisions set forth in this rider are hereby incorporated in the Artist/Attraction Fixed Compensation Agreement with the same force and effect as though set forth in the main body of said Agreement.

Presenter agrees to furnish the following at its sole expense:

**STAGE**

a. 2400 square feet of stage space (52 feet wide by 45 feet deep) cleared, cleaned, ready to receive instruments and equipment, and with acoustical shell in place at least 7 hours prior to concert (or prior to daytime rehearsal if requested by the Orchestra) unless otherwise specified by the orchestra representative. No curtains at sides or back of stage.

b. Regular symphony set on stage consisting of 100 straight backed, padded, sturdy chairs (non-folding and without arms), 70 sturdy music stands (non-folding) and one conductor's podium, no more than 12 inches in height, with rail and removable music stand. The number of chairs and stands may vary depending on repertoire to be performed. Numbers to be advised as far in advance as possible prior to performance. Risers to be available, as needed, for timpani, percussion, brass, woodwinds and double basses.

c. Sufficient backstage space (approximately 2000 square feet) adjacent to concert stage for Orchestra's equipment. A stage plot will be provided. Please make certain that this plot and the accompanying information is made available to the suitable staff member who will be supervising the orchestra's technical requirements.

d. Diagrams (ground plans) of stage, backstage, loading dock and dressing room facilities, map of city and directions to backstage doors to be attached and returned with this addendum.

**BACKSTAGE PERSONNEL**

a. Backstage security from time of load-in until completion of load-out (minimum one).

b. Stagehands as requested by orchestra and required by local conditions and in accordance with local union regulations (1 electrician and at least 4 property men for load-in and load-out and 1 electrician and 1 property man for performance) under the direction of Orchestra's stage manager.

c. Adequate house personnel (with keys) to provide access and orientation at the time of load-in and upon Orchestra's arrival at the hall prior to its first service.

d. Loaders for the truck as required by applicable union standards (minimum 6). An indemnity-fee of \$50,000 for each loader has to be agreed upon. If loaders are engaged by Orchestra's representatives, Presenter agrees to pay the charges.

#### LIGHTING / TEMPERATURE

a. Good overhead white lighting at reading level (approximately 80-foot candle), acceptable to Orchestra's representative, evenly distributed over entire stage area. No footlights, front spots or colored gels.

b. Hall and stage properly heated or cooled. On-stage temperature should be approximately 21°-23° Celsius (not less than 69 degrees and not more than 73 degrees Fahrenheit).

c. Equipment or machines such as air conditioners or ventilating fans which can be heard on stage or in hall to be turned off during performance and rehearsal, if any.

#### DRESSING ROOMS

1 large, clean, private dressing room near the stage with lavatory facilities (and shower where available), clean towels and sparkling and still mineral water with clean glasses, fruits, crackers and cheese provided.

3 large dressing rooms for approximately 90 orchestral musicians.

1 dressing room for concert master.

1 dressing room for soloist, if applicable.

1 dressing room for manager/staff of Orchestra. This room should have a desk, chairs, and direct dial phone if possible.

All dressing rooms must be in the same building as the auditorium and have adequate toilet facilities. In the dressing rooms, chairs for each musician, coat racks and hangers are required.

**ALL DRESSING ROOMS MUST BE ADEQUATELY HEATED OR AIR CONDITIONED ACCORDING TO LOCAL CONDITIONS.** Dressing rooms and spaces designed as smoking areas must be clearly identified, and the Local Manager shall provide adequate house personnel to direct orchestra members to these rooms upon arrival at the hall prior to the first service.

#### STARTING TIME

Concert will start no later than 5 minutes past publicity announced starting time except by mutual agreement. In the event the Presenter unilaterally effects a delayed starting time that results in overtime payment to musicians and/or local crew, Presenter is responsible for overtime payment.

## INSTRUMENT REQUIREMENTS

The Orchestra shall require one D-Steinway concert Grand Piano in good playing condition, evenly regulated, evenly voiced and properly tuned to A-442 pitch. The instrument must be tuned and available for the orchestra at the time of the load-in. Minimum tuning requirements: 1 tuning on day of performance and 1 tuning check prior to the concert. Presenter will be notified as far in advance as possible prior to performance whether a piano will be needed.

## PROGRAMS

a. The program for the concert will be selected by the orchestra, whose decisions shall be final.

b. Presenter agrees, at its own expense, to print and distribute a sufficient quantity of house programs for the concert(s), including the program copy furnished by the Orchestra, even if the quantity of program copy requires more program pages be printed than customary for Presenter's other concerts.

The program copy to be furnished by Orchestra for house program includes: billing of Orchestra, conductor and soloist, list of compositions to be performed and the movements of each, program credits and restrictions (see below), program notes, biographies of Orchestra, conductor and soloist, and listing of Orchestra personnel (musicians) and Orchestra's executive staff. Listings of all tour sponsors with their respective logos are required to be included in the program.

c. All brochures, advertising and programs shall state: "Programs and artists subject to change without notice." Any program change shall be without penalty or fee reduction to Orchestra.

d. Presenter agrees to furnish advance proof of house programs not less than two weeks before concert for Orchestra's approval as to page format and credits.

e. Presenter agrees to furnish a sufficient number of house programs for orchestra's musicians prior to concert and 10 copies of printed house programs for orchestra's archives to be delivered to orchestra's librarian backstage before start of concert. Presenter will also furnish 5 copies of all posters and other materials used in the promotion of the concert, including advertising and reviews.

## PROGRAM CREDITS

Presenter agrees to provide appropriate credit to any tour sponsor(s) or underwriters), whether a commercial or non-commercial organizations), such credit to appear in all advertising display materials and house program in form and substance as requested by Orchestra.

Presenter agrees to print credit lines and all logos, as submitted by Orchestra, on program page including, but not limited to tour sponsor(s), piano, recording companies and tour management.

BILLING

The Orchestra shall be billed as follows for all advertising, promotional and program copy:

Direct from Kiev,  
**The National Symphony Orchestra of Ukraine**  
Volodymyr Sirenko, Artistic Director & Chief Conductor

RESTRICTIONS

a. Presenter agrees that no concert is to be recorded, broadcast, televised or photographed or otherwise extended beyond the auditorium without the prior written consent of Orchestra and will take all reasonable measures to assure that there will be no violation of this provision.

b. Presenter agrees to include in printed program and on program page the statement: "The photographing or sound recording of this concert or possession of any device for such photographing or sound recording is prohibited."

c. In the event that Orchestra wishes to have concert recorded, broadcast, televised or otherwise extended beyond the auditorium, Presenter agrees to make the auditorium available for the installation, operation and removal of all necessary facilities. All costs relative to such installation, operation and removal shall be borne by Orchestra and Presenter shall not receive any fee, remuneration or compensation for any such extension of concert.

d. Presenter agrees that no concert will be utilized as a benefit, fundraising event, or other such function without prior written consent of the Orchestra.

e. Presenter agrees to no open rehearsals.

PARKING SPACE

a. At loading dock for Orchestra's 45-foot tractor trailer available not less than 30 minutes before pre-arranged load-in time (which will be not less than 3 hours prior to rehearsal and concert time) and 30 minutes before end of concert. A parking place for the truck should be arranged so that it can remain at the concert hall during the rehearsal and performance.

b. At backstage entrance for conductor's car, Orchestra's staff car and Orchestra's 3 buses before, during and after concert and rehearsal, if any. Orchestra will advise arrival times of these vehicles 24 hours in advance.

c. Any necessary parking permits.

CAR

Car and driver, if required by Orchestra, to meet conductor and party and soloist, if any, at airport upon arrival and drive them to hotel, and between hotel and auditorium for rehearsal and performance, and from hotel to airport upon departure.

TICKETS

a. 10 complimentary tickets (excellent locations) for the orchestra, 2 complimentary tickets (excellent locations) to the conductor and 2 complimentary tickets (excellent locations) for each soloist to be delivered to the management representative of the orchestra (not to any musicians) upon arrival at backstage.

b. 15 tickets (excellent locations) to be purchased by Orchestra's management representative until 2 hours before concert time.

HOSPITALITY

Coffee, tea and bottled mineral water (still and sparkling) for 95 persons, to be set up backstage or in green room upon orchestra's arrival at the theatre.

CONDUCTOR AND SOLOIST

In addition to the provisions of item 16 of the Contract, it is understood and agreed that Orchestra will not be held liable for damages in the event of the conductor's or soloist's inability to appear due to illness, accident or personal problems, and that Presenter will accept such substitute conductor and/or soloist as may be provided by Orchestra.

\_\_\_\_\_  
LOCAL PRESENTER

AGREED: \_\_\_\_\_

\_\_\_\_\_  
R. Douglas Sheldon  
Executive Vice President  
Columbia Artists Management, LLC

**Please fill out the following questionnaire**

1) City \_\_\_\_\_

2) Dates(s) and time(s) of Concert(s) \_\_\_\_\_

3) Presenter \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

Theater Name, Address, Zip \_\_\_\_\_

Capacity \_\_\_\_\_

4) Name of Stage Manager \_\_\_\_\_ Telephone \_\_\_\_\_

Backstage Address \_\_\_\_\_ Telephone \_\_\_\_\_

Home Address \_\_\_\_\_ Telephone \_\_\_\_\_

Email Address \_\_\_\_\_ Cell Phone \_\_\_\_\_

5) Name of Presenter representative responsible for Contract and arrangements

\_\_\_\_\_

Business Address \_\_\_\_\_ Telephone \_\_\_\_\_

Home Address \_\_\_\_\_ Telephone \_\_\_\_\_

Email Address \_\_\_\_\_ Cell Phone \_\_\_\_\_

6) Presenter's representative to be notified upon arrival (if different from #5)

\_\_\_\_\_

Business Address \_\_\_\_\_ Telephone \_\_\_\_\_

Home Address \_\_\_\_\_ Telephone \_\_\_\_\_

Email Address \_\_\_\_\_ Cell Phone \_\_\_\_\_

7) Names, locations, and telephone numbers of recommended hotels:

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\_\_\_\_\_

8) Names, locations and telephone numbers of recommended restaurants open after the concert:

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9) Names, locations, and telephone numbers of grocery stores or markets open after the concert :

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10) Names, locations and telephone numbers of recommended physicians: \_\_\_\_\_

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11) Names, locations and telephone numbers of recommended dentists: \_\_\_\_\_

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12) Names, locations and telephone numbers of nearest hospitals: \_\_\_\_\_

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13) Names, locations and telephone numbers of local companies with touring coaches (MC 9s, Eagles, or Prevosts):

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