



CONTRACT RIDER

ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for **ACM Music LLC** and **Gonzalo Rubalcaba LLC** (whose company, contractors, agents, employees, licensees and designees are hereafter referred to as “PRODUCER”) furnishing the services of **Chucho Valdes** and **Gonzalo Rubalcaba** respectively (hereinafter referred to as “ARTIST”). By signing it, you are agreeing to supply ARTIST with production and proper working conditions essential to performance. Any breach of the terms and conditions of this rider is a breach of the contract and may cause ARTIST to refuse to perform without releasing PURCHASER from his obligation to pay PRODUCER. If ARTIST elects to perform notwithstanding a breach of this agreement by PURCHASER, the performance by ARTIST shall not constitute a waiver of any claim PRODUCER may waive for damages or otherwise.

A. ADVERTISING AND PROMOTION

A1. ARTIST is to receive 100% star billing on all publicity releases and paid advertisement including - without limitations - programs, electronic media, flyers, signage, newspaper advertisements, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by PRODUCER. Billing on all advertising and publicity materials must appear as follows:

**Gonzalo Rubalcaba and Chucho Valdes (100%)
Trance (75%)**

A2. **PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by PRODUCER. Publicity photos, bios and other assets can be downloaded from www.imnworld.com/chuchogonzalo PURCHASER shall supply all publicity and marketing materials to PRODUCER for review and approval prior to PURCHASER’s print deadlines and/or online launches.**

A3. In the condition that PURCHASER is distributing program notes at the performance described herein, only those provided directly by PRODUCER shall be used. The exact copy of these notes may be translated from English to the local language, but only with written authorization by PRODUCER before the final version is printed. All program notes must be approved by PRODUCER prior to publication of the materials – without exception.

A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotional event or appearance without prior written consent from PRODUCER.

B. PRODUCTION, INSURANCE AND PAYMENTS

B1. PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. ARTIST shall complete said setup one hour prior to time of performance or at a mutually agreeable time. ARTIST requires a minimum one (1) hour sound check after completion of load in and set up. When a tour manager and/or sound engineer travels with ARTIST, set up must be arranged one hour before sound check with ARTIST. Festival producers are required to comply with this policy unless otherwise agreed in writing with PRODUCER.

B2. PURCHASER agrees that there shall be no signs, placards or other advertising materials on or near the stage during the entire performance. ARTIST'S appearance shall not be sponsored by, or in any other way tie-in with, any political candidate, commercial product or business.

B3. There shall be no opening act without PRODUCER’s prior written approval.

B4. Audio or visual recordings of rehearsal, sound check or performance shall only be permitted with PRODUCER’s prior written consent.

PURCHASER shall not permit and will prevent:

(a). The recording, filming, taping, videotaping or any broadcast of the ARTIST'S performance or any portion thereof without the PRODUCER's written approval. PURCHASER will deny entrance to any person(s) carrying tape or video recording equipment. PURCHASER shall announce such policy prior to performance while making the introductions, as well as to announce that no smoking or cameras are permitted during performance, and such announcement shall stipulate that this policy is that of the venue. PRODUCER must approve any other remarks and all introductions made from the stage.

(b). The manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or performance without PRODUCER's prior written approval. No product, service, or publication utilizing the name or likeness of ARTIST may be produced, sold, or distributed without the prior written consent of PRODUCER.

- B5. In the condition that ARTIST brings merchandise for sale PURCHASER shall provide qualified sales personnel with a cash bank and receive no greater than 20% commission on the net selling proceeds.
- B6. A representative of the ARTIST shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall be given full access to all box office sales and shall otherwise be permitted to reasonably satisfy himself as to the gross gate receipts, (and expenditures if required) at each performance there under.
- B7. PURCHASER will make available **twenty (20) total** complimentary tickets per show to ARTIST for their sole use. At least ten (10) of these seats must be in the highest category, with seats in a central position. ARTIST will contact the box office no later than one hour prior to the concert in the cm of unused tickets. If this is a compensation bonus or percentage based income then PURCHASER agrees to distribute no more than **thirty (30)** additional complimentary tickets to each show.
- B8. PURCHASER shall indemnify and hold ARTIST, its contractors, agents, employees, licensees and designees harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred, suffered by or threatened against PURCHASER in connection with any claim for personal injury or property damage, brought by or on behalf of any party in connection with the engagement.
- B9. (a) PURCHASER hereby warrants and represents that it has and will maintain in force a comprehensive general liability insurance policy with _____ licensed to do business in the State / Country of _____. Policy No. _____ provides coverage of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate containing all broad form CGL extensions and Non-Owned / Hired Automobile Liability and \$5,000,000 Umbrella Liability insurance.
- (b) PURCHASER further warrants and represents that said insurance policy shall name ARTIST, its contractors, agents, employees, licensees and designees as additional insured parties for the full period of the engagement, including any rehearsal period and post production periods.
- (c) All premiums for such insurance shall be paid on a timely basis by PURCHASER, who also hereby indemnifies and agrees to defend and hold harmless ARTIST and its contractors, agents, employees, licensees and designees 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 result of the engagement. PURCHASER shall also hold harmless ARTIST and its contractors, agents, employees, licensees and designees from and against any and all loss, damage and/or destruction occurring to its and/or its contractors, agents, employees, licensees and designees instruments and equipment at the place of the engagement, including but not limited to, damages, loss or destruction caused by Act of God. The insurance liability of the ARTIST shall be limited only to claims from its employees and does not apply to the PURCHASER'S employees.
- (d) The PURCHASER further warrants and represents that it maintains at all times, during the term of this agreement, Workers Compensation Insurance, including Employers Liability Coverage for its employees and others who are involved in the installation, operation and/or maintenance of the equipment provided by PRODUCER, lighting suppliers and sound suppliers. The said certificates must be presented to the PRODUCER upon request.
- B10. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and PRODUCER shall not be liable, in whole or in part for any obligation that may be incurred by PURCHASER in carrying out any of the provisions hereof, or otherwise. Further, PURCHASER warrants and represents that he/she has the legal capacity to enter into this contract.

- B11. 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 Commonwealth of Massachusetts. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in The Commonwealth of Massachusetts.
- B12. Any proposed additional terms and conditions, which may be affixed to this contract by PURCHASER does not become part of this contract until signed by PRODUCER.
- B13. PURCHASER at his/her sole expense shall obtain licenses, permits, or other approval required from any union, public authority, performing rights society or other entity having jurisdiction with respect to the engagement, and shall comply with and fulfill all terms and conditions set forth therein. PURCHASER also agrees to secure any and all immigration clearances if concert is held outside of the United States and bear any costs incurred, including but not limited to application fees, consular fees, duplication, couriers and expediting agents.
- B14. If State, Local or Federal Tax is to be withheld for this engagement, PURCHASER shall furnish PRODUCER with a copy of the tax law dictating this policy. This copy must be returned with the signed contracts for this engagement. PURCHASER must also furnish PRODUCER with an official documentation requiring tax deduction receipt claiming the amount to be withheld on the night of the performance. Any tax paid must be documented by official receipt and forwarded to PRODUCER no later than 30 days from receipt.
- B15. ARTIST'S obligation to perform shall be excused if ARTIST, or any of his group or essential crew, is unable to perform as a result of illness or injury; detention resulting from inability to obtain reasonable modes of transportation; riots or other civil strife; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; or any other cause beyond ARTIST'S reasonable control. In such event, ARTIST will not be required to perform and shall return to PURCHASER any deposits paid, less costs incurred by ARTIST and neither party shall be under any other obligation to each other. Notwithstanding anything contained herein, inclement weather shall not be deemed a Force Majeure occurrence, except by act of civil authority, and PURCHASER shall remain liable for payment of the full contracted guarantee, even if the performance(s) called for herein are prevented by such weather conditions. PRODUCER shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.
- B16. PURCHASER agrees that PRODUCER may cancel the engagement hereunder by giving PURCHASER written notice thereof at least forty-five (45) days prior to the commencement of engagement if ARTIST shall be called upon to render services in connection with motion pictures or television if engagement hereunder conflicts therewith.

C. TRAVEL AND HOSPITALITY REQUIREMENTS

- C1. PURCHASER shall provide travel, hotel, dressing room, catering and all other required hospitality at PURCHASER's sole expense and at no cost to the ARTIST. Travel and hospitality requirements contained in attachment(s) hereto become a part thereof.

D. TECHNICAL AND SOUND REQUIREMENTS

- D1. PURCHASER shall provide backline, sound, lights, and all other required equipment at PURCHASER's sole expense and at no cost to the ARTIST. Technical and sound requirements contained in attachment(s) hereto become a part thereof.

This Agreement shall be effective only when signed by PURCHASER and returned to ARTIST's booking agency. All attachments and addendum are considered a part of this contract rider and are binding.

AGREED AND ACCEPTED

PURCHASER

Chucho Valdes
ACM Music LLC

Gonzalo Rubalcaba
Gonzalo Rubalcaba LLC

DATE _____

DATE _____

DATE _____



Chucho Valdés / Gonzalo Rubalcaba
“Trance”

Travel, Hotel and Hospitality Requirements

GROUND TRANSPORTATION

PURCHASER will provide first class ground transportation. One (1) comfortable car e.g. Mercedes E or S Class, Audi 6 or 8 or similar vehicles, from the arrival point (airport, train station, dock, etc....) to the hotel and back to the arrival point after the engagement. In cases that the ARTIST travels with additional personnel, the PURCHASER will provide all additional ground transportation necessary to ensure that all personnel (with separate transportation for baggage and equipment) are safely and comfortably transported between the hotel, venue, soundcheck, interviews, promotional events and all the performances.

- . All transportation should be comfortable, spacious and clean.
- . Artists should be transferred to as close to the entrance of venue, hotel or airport as possible.
- . The office of the artists will set the timings for any transfers in advance.

HOTEL ACCOMODATIONS

DELUXE FIVE –STAR (USA Star ratings). Hotel accommodations must be provided by the PURCHASER consisting in two (2) King size suites and two (2) single rooms w/free Internet connection, 24 hr with the breakfast included. Restaurant, parking and room service. Hotel must be well-located and as close as possible to the venue and the city centre (please do not book outside city hotels). The PROMOTER

will make the reservation under the ARTISTS name. The rooms should be available until the day after the performance with the ARTISTS to comply with checkout times and hotel rules. Whenever the event schedule requires early arrival, PURCHASER must guarantee early check in at the hotel.

Room charges: PURCHASER is liable for the room and tax charges. Artist shall ensure that all the incidental charges (minibar, pone, restaurante, etc.) are paid upon departure.

THE HOTEL IS SUBJECT TO APPROVAL BY THE ARTISTS

Hotel: Name / Address/ Phone /Fax:

HOSPITALITY AND DRESSING ROOMS

DRESSING ROOMS

PURCHASER shall provide three (3) comfortable and private DRESSING ROOMS, adequate for use by the artists. The rooms shall be clean, dry, well-lit, heated or air-conditioned, and shall contain the following:

- . Practice Piano
- . Steamer and/or Electronic iron and board in each dressing room
- . Clean towels
- . Sofas and chair
- . Full-lenght mirrors
- . Tables

The production office (Green room) will be equipped with three comfortable chairs and one table, AC OUTLETS (110 V) and a telephone line, able to make international calls and to connect to internet. The manager will only be charged for the calls not for the set up of the telephone line.

TOILET FACILITES:

PURCHASER shall provide a private toilet (not available for the public) BACKSTAGE. Wash area with hot and cold running water, clean towels and soap.

The keys of these dressing rooms should be delivered to the Artist's Manager on arrival. If the rooms are not lockable the promoter shall provide a security guard to look after the dressing rooms.

PURCHASER shall guarantee adequate SECURITY at all times to insure the safety of the ARTISTS personal instruments, personal property, and tour vehicles (if applicable) from the beggining of load-in to completion of load-out. There must be (1) one guard for the dressing rooms during the entire time the rooms are in use and (1) one guard at the mixing console while the audience is being seated, during intermission and after the performance until the audience has departed. The ARTISTS or the ARTISTS Road Manager shall have the sole control of the placement of the stage guard.

RECORDING & PHOTOS

No portion of this performance rendered herein may be broadcast, photographed, filmed, taped or embodied in any form for any purpose of reproducing such performance and PURCHASER agrees that will not authorize any such recording. ARTISTS will deny entrance to any person carrying flash cameras, tape or video recording devices without limiting in any way the generality of the foregoing prohibition. Prior to the performance beginning it must be announced to the audience that the show can not be recorded.

For Local TV News: We authorize only (5) minutes of recording – **Non-Commercial Usage** (for life and posterity). For the (5) minute news recording authorization, local televisión needs to be in direct contact with the office of the ARTISTS, at least 2 weeks before of the show.

HOSPITALITY:

In dressing room, PURCHASER shall provide refreshments in quantities sufficient for 2 person:

For Gonzalo Rubalcaba dressing room:

Coffe with cream

Sugar

Mineral wáter

Fruit Juice

Snacks

Cheese

Cold meats

Whole wheat breads

Salad

Vegetables

Dips

Salt

Fresh fruits such us grapes, oranges, bananas, apples and any local delicacies available.

For Chucho Valdés dressing room:

4 apple juices (no sugar) and 6 cokes zero on ice

1 fridge

2 bottles of good red wine and 2 wine glasses

1 basket of fresh fruit (preferably fruit in season)

1 cold meat plate (no fat ie. Turkey or cooked ham) with wheat bread, baguette and salad

1 bucket of ice

plates, forks, glasses and napkins

Coffee (expresso preferred)

For the Green room:

1 Fridge
table and chairs
coffee (expresso preferred)
Kettle for hot wáter
1 litter of 2% milk
sugar, nutra sweet, lemon, tea and honey
2 buckets of ice cubes – to be filled as necessary
12 cold beers
2 bottles of red wine
6 cans of assorted sodas including diet coke
2 liters of 100% natural fruit juice
10 bottles of mineral wáter
unpeeled fruit basket containing bananas, oranges, appleas, pears and mangoes.
assortment of cheese and crakers
small deli plate with no processed meats
selection of wheat and White bread

Local snacks are also welcome without spice, curry or lacteal.

Dinner:

PURCHASER will pay for and hold a reservation in an upscale restaurant for all members of the ARTISTS group, either before or after the show, pending on the time of the concert as well as the departure time on the next day.

A hot meal to include:

grilled fish, chicken, beef and/or pork) no spicy food
white rice
steamed vegetables
pasta dish with olive oil
salad with 2 choice of dressings
assortment of small desserts
bread and butter
local traditional food will be welcomed

The catering must remain set up until the ARTISTS leaves the venue.

The following should be provided: glass drink ware and proper Steel cutlery: Knoves, forks, spoons, napkins, also designated smoking area.

STAGE:

Prior to performance each ARTIST´s position should contain:

2 small black, clean, and dry hand towels
2 small bottles of bottled water
a special glass cup of bottled water for Mr. Valdés

Chucho Valdés /Gonzalo Rubalcaba Duet - “Trance”

Technical Requirements

Backline Requirements:

2 NINE-FOOT CONCERT GRAND PIANOS in first class conditions, tuned A440 International Pitch. In order fo priority: Steinway Model D Hamburg, Yamaha CFIII-S, Yamaha CFX, Bosendorfer Series 280, Fazioli 278 or Fazioli 308.

The condition of the pianos, and whether it is suitable for the performance, is exclusively the ARTISTS decisión. It is not the determination of the PURCHASER/PROMOTER. This decisión is made as early in this process of contracting as posible, but may not be ultimately determined until the sound check. If, at the time of sound check, a piano is found unsuitable for the ARTISTS´ s performance, it will be postponed until a suitable instrument, approved by the ARTISTS, can be provided. Once positioned on its designated place on stage, the piano must receive a full tuning to the sound check. After this tuning, the instrument must not be tampered with, moved or played by anyone other than the ARTISTS. The contracted piano technician must be on hand to meet the ARTISTS at the sound check to discuss the piano condition with the ARTISTS during the entire concert or until dismissed by the ARTISTS. Immediately after the sound check, the piano must be retuned in accordance with the ARTISTS´ S instructions.

The piano must be tuned again at intermission if any or between sets if determined to be necessary by the ARTISTS. The possibility of this decisión must have been already communicated by the promoter to the technician to have it available.

Sound:

Front of House

VCA Console, Digital Yamaha, Soundcraf, MIDAS

EFX Racks

T.C.M 3000

1EQ Stereo_____BSS

P.A System

EAW_____Meyer_____Nexo_____JBL (only vertec)

4 monitors (Left / Right)

1 mix_____Gonzalo Rubalcaba

1 mix_____Chucho Valdés

CHANNEL	INSTRUMENT	MIC	STAND
1	Piano L	AKG 414 B-TL II	B
2	Piano M	AKG 414 B-TL II	B
3	Piano H	AKG 414 B-TL II	B
4	Gonzalo vocal	Shure Beta 58 A	B
5	TC M 3000 L		
6	TC M 3000 R		
7	Piano L	AKG 414 B-TL II	B
8	Piano M	AKG 414 B-TL II	B
9	Piano H	AKG 414 B-TL II	B
10	Chucho vocal	Shure Beta 58 A	
11	TC M 3000 L		
12	TC M 3000 R		

Notes: B-Big

*Only acceptable amplification are boom and/or air microphones. No low profile microphones, no microphones attached to any surface or the piano, nothing resembling the AMT M40

One FOH engineer who has to have full knowledge about PA and desk work system.

All the timing for set up, sound check, doors opening, show time and load out should be cleared in advance with Tour Manager. ARTISTS will have a minimum of 120 min. For set up and 60 min. for sound check. The Tour Manager will set up timing at each venue with each production manager. This production manager should advise if there is a union break and/or curfew.

. During sound check the stage will be solely used by the ARTISTS. NO ONE that is not part of the local crew or part of the group will be allowed in the venue. NO audience will be allowed at this time in the venue.

. DURING SOUND CHECK ARTISTS NEED COMPLETE SILENCE

The doors can not be opened without the Tour Manager approval. If any problema arises (No related to the artists) which might delay the sound check, the ARTISTS must be able to postpone the open doors, if necessary. PURCHASER shall not allow audience to enter place of performance until technical set up has been completed. Festival producers are required to comply with this policy unless otherwise agreed in writing with PRODUCER.

PURCHASER shall provide a minimum of two (2) stage hands to help ARTIST's crew for load-in, stage set-up and load-out. A qualified electrician must be available at load-in until such time as ARTISTS stage manager releases him

LIGHTING REQUIREMENTS:

PURCHASER will provide at its sole cost and expense the stage lighting requirements adequate for the auditorium or venue being performed in, plus provide a lighting operator and personnel to focus the stage lighting (prior to sound check) at the direction of the ARTISTS or ARTISTS's representative.

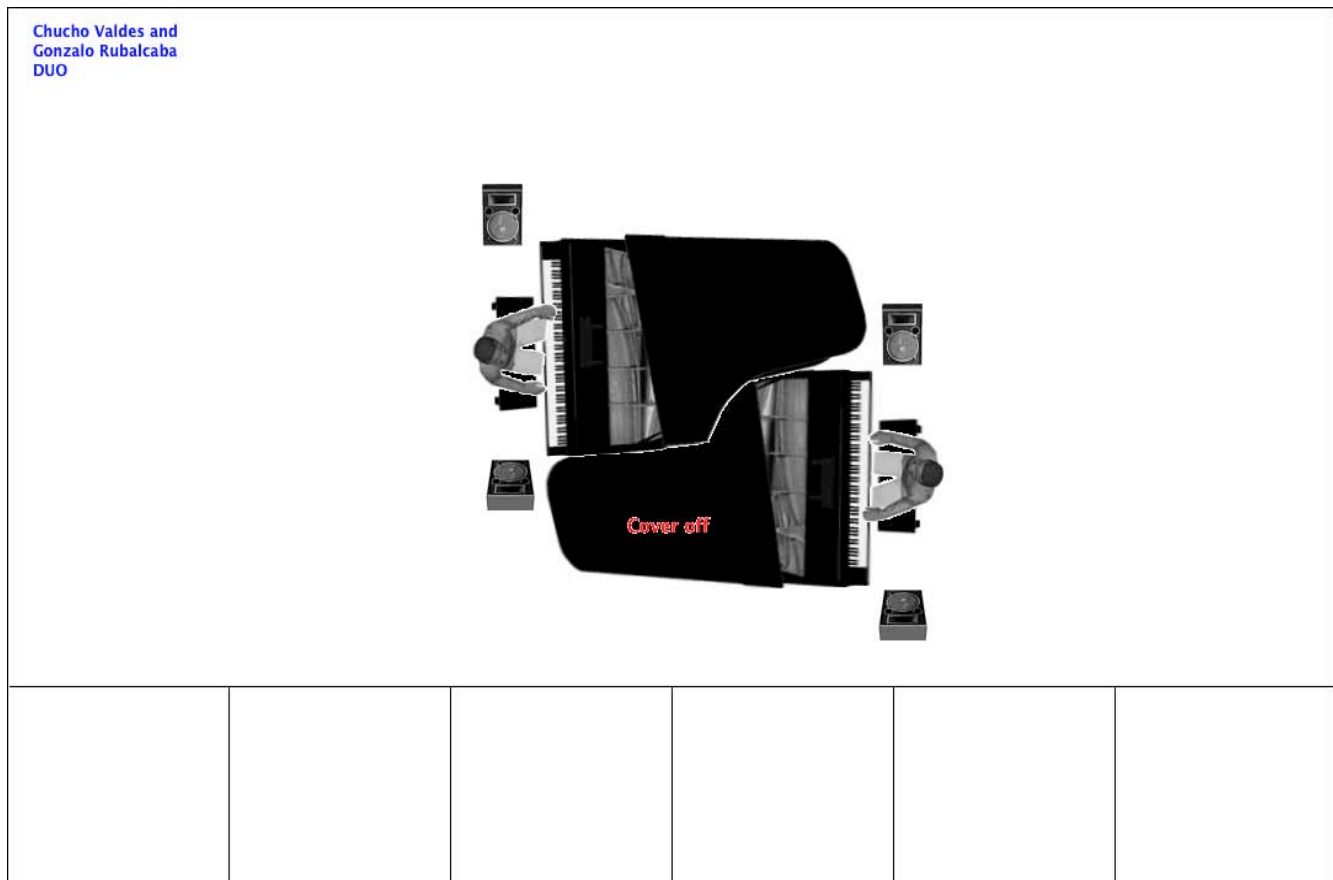
STAGE AND BACKSTAGE AREA

The Promoter will provide a reasonably size stage with an easy access, the front of the stage should have a black cloth and there must be a black backdrop.

The stage will have steps on both sides; solid and well marked with lights on each side. Each step will be marked with white tape. The promoter will make sure that the stage will be clean at all times. The stage must be covered on outdoor shows, including monitor mix area and front of house. All dressing rooms and toilet facilities will be in the backstage area.

No one without backstage pass will be admitted in this area, the promoter should make a list of local crew working on that day and give a copy to the Tour Manager upon arrival.

THE ARTISTS BACKSTAGE PASSES WILL BE THE ONLY VALID PASS DURING THE WHOLE DAY.



Agreed to by:

Date: _____

Date: _____

Date: _____