



CONTRACT RIDER

ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for **ACM Music LLC** (who's company, contractors, agents, employees, licensees and designees are hereafter referred to as "PRODUCER") furnishing the services of **CHUCHO VALDES** (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:

Chucho Valdés – Jazz Batá (100% Headline Billing)

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/chuchovaldes 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. The Promoter will assure the confidentiality of the hotel of the Artist and also timing of arrival and flight numbers. All interviews must be agreed at least 2 weeks before with the Chucho Valdés Management at info@chucho-valdes.com.

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. PURCHASER's sales personnel will be assigned the responsibility of overseeing and confirming the inventory and sales of all merchandise.
- 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 fifteen (15) 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 the attachments 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 the attachments 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

ARTIST

DATE

DATE

CHUCHO VALDÉS – JAZZ BATÁ
Travel, Hotel, and Hospitality Requirements

G R O U N D T R A N S P O R T A T I O N

PURCHASER agrees to provide ARTIST'S REPRESENTATIVE with detailed directions to the place of performance. PURCHASER shall, at his sole cost and expense, provide GROUND TRANSPORTATION for ARTIST and entourage of four (4) people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure.

For local transportation: one (1) luxury car with driver for Chucho Valdés (e.g. Mercedes Benz Bito Viano, Luxury Mercedes Benz Sprinter Van, Cadillac Escalade, Chevrolet Suburban), one (1) minibus or monospace for the rest of the band and luggage. The schedule for all the transportation must be arranged with the Artist's Production Manager.

- All transportation should be comfortable, spacious, clean, and vehicles must be approved in advance by tour manager.
- All artists should be transferred to as close to the entrance of venue, hotel, or airport as possible.

H O T E L A C C O M O D A T I O N S

If PURCHASER is providing HOTEL ACCOMMODATIONS, a minimum of one (1) King suite and up to three (3) single rooms w/ free internet connection, 24hr restaurant, parking, room service, and porter in a minimum 4-star hotel. 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 for the group under the name of Chucho Valdés.

The rooms shall be available until the day after the performance with the ARTIST to comply with checkout times and hotel rules. The PURCHASER shall not be responsible for any extra charges during the stay of the ARTIST. Please list the name, address and phone of the hotel being provided by the PURCHASER or two (2) recommendations of clean, 4-star hotels if PURCHASER is not providing hotel accommodations.

Hotel recommendation #1

Name:
Address:
Phone/Fax:
Rate per room

Hotel recommendation # 2

Name:
Address:
Phone/Fax:
Rate per room

H O S P I T A L I T Y A N D D R E S S I N G R O O M S

LINE UP

Chucho Valdés - Piano
Yelsy Heredia - Bass
Dreiser Durruthy Bombalé - Percussion

X _____
Promoter

X _____
Artist

DRESSING ROOMS

PURCHASER shall provide at least two (2) comfortable and private DRESSING ROOMS, adequate for use by four (4) people. These rooms shall be clean, dry, well-lit, heated or air-conditioned, and shall contain the following:

- Steamer and/or Electronic iron and board in each dressing room
- Six (6) clean towels
- Two (2) sofas or at least eight (8) chairs
- Two (2) full-length 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 tour manager will only be charged for the calls not for the set up of the telephone line.

TOILET FACILITIES:

PURCHASER shall provide a private toilet (not available to 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 Artist or Artist's Tour 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 ARTIST'S personal instruments, personal property, and tour vehicles (if applicable) from the beginning of load-in to completion of load-out.

HOSPITALITY

In dressing room, PURCHASER shall provide refreshments in quantities sufficient for four (4) people:

For Chucho Valdés' dressing rooms:

- 4 apple juices (no sugar) and 5 diet cokes 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 i.e. turkey or cooked ham) with wheat bread, baguette and salad
- 1 bucket of ice
- plates, forks, glasses and napkins
- 1 bottle of Gentleman Jack Daniels
- coffee (espresso preferred)

For the Green Room:

- 1 fridge
- table and chairs
- coffee (espresso preferred)
- kettle for hot water
- sugar, lemon, tea, and honey
- 2 buckets of ice cubes - to be filled as necessary
- 12 cold beers
- 2 bottles of red wine
- 10 cans of assorted sodas including diet coke
- 12 bottles of bottled water
- 2 bottles of mineral water

unpeeled fruit basket containing: bananas, oranges, apples, pears and mangos.
assortment of cheese and crackers
small deli plate with no processed meats
selection of wheat and white bread

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

Dinner:

a hot meal for four (4) band members to include:
grilled fish, chicken, beef and/or pork (no spicy food)
white rice
steamed vegetables
pasta dish with olive oil
salad with 2 choices of dressings
assortment of small desserts
bread and butter
local traditional food will be welcomed
take out from local restaurant is also acceptable

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

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

Stage:

Prior to performance each performer'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 – JAZZ BATÁ

Technical Requirements

1. All the timing for set up, sound check, doors opening, show time and load out should be cleared in advance with Tour Manager. ARTIST will have a minimum of 120 min. for set up and 60 min. for sound check. The tour manager will set up the timing at each venue with each production manager. This production manager should advise if there is a union break and/or curfew.
 - During the sound check the stage will be solely used by the ARTIST. 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 ARTIST NEEDS COMPLETE SILENCE

The doors cannot be opened without the tour manager's approval. If any problem arises (not related to the Artist) which might delay the sound check, the Artist 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.

2. 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 ARTIST's stage manager releases him. In cases where ARTIST is staying overnight in the town of performance, PURCHASER will store ARTIST'S equipment overnight in a secured area and make it available to ARTIST the following day upon departure. If ARTIST is arriving and departing by air, PURCHASER will arrange for the equipment to be loaded and transported to and from the airport and the venue in a cargo van. When possible, this van will accompany the other vehicles transporting the ARTIST to airport.

3. 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 the dressing rooms and toilet facilities will be in the backstage area.

No one without a 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 his arrival.

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

No audience will be allowed in this area at any time - before, sound check, during or after the show without the tour manager's permission.

4. PURCHASER shall provide:

LIGHTING

Chucho Valdés travels with no lighting designer.

We suggest a warm tone for the gels and profiles for solos, all according to the music.

We trust in the good will of the technical manager of the venue to provide good lighting. The positions of the musicians are available in the stage plot included in this rider.

X _____
Promoter

X _____
Artist

THE PROMOTER MUST PROVIDE THE FOLLOWING INFORMATION

- Technical information sheet of the venue
- Sound & Lighting specifications
- Stage plot and backstage layout plot
- Lighting plot
- Hotel information
- Local Production Manager phone, fax, email, address, and mobile phone
- Itinerary of the day.

*WEB RIDER VERSION
NOT FOR CONTRACTUAL USE*

BACKLINE CHUCHO VALDES jazz batà
(Chucho Valdes Piano, Dreiser Durruthy Bata,
Yaroldy Abreu Congas, Yelsy Heredia Bass)

1- STEINWAY GRAND PIANO Concert Hall D series tuned 442.

PERCUSSION 1:

-1 Set of 3 tambores batà :MEINL (iya, itotele, okonkolo) or LP (490, 491, 492) (very important, only this reference no substitul)

-1 stand LP 445 (no substitul)

PERCUSSION 2:

- 1 Set of 4 congas: LP Giovanni Galaxy series
Config Set : 2 congas 11"3/4 + 2 tumbas 12"1/2
- 4 stands LP 636 (very important, only this reference no substitul)
- 1 Djembe 14" with Gibraltar GPDS Djembe Stand pro
- 1 bongo LP Giovanni Galaxy series with stand
- 1 cowbell LP ES-12 chacha low pitch
- 1 cowbell LP 204B-black beauty
- 1 LP studio Series Bar Chimes. Dbl Row, 72 Bars,
- 1 LP 236D mont-all bar chimes bracket
- 1 cymbal stand
- 1 afuche-cabasa LP 234 A
- 1 güiro LP 243
- 1 softshake LP 441
- 1 chekere LP 483 or LP 484
- 1 LP percussion table to put the percs effects on.
- 1 cymbal Sabian 18" AAX El Sabor Crash +1 boom cymbal stand
- 1 pearl guataca PGT-10FC
- 1 Pearl PCA-14FC Bamboo Cata w/Holder
- 1 LP 1210 Granite block with Universal Mount + Stand

BASS:

-1 double bass 3/4 or 4/4 with pick up Fishman full circle (with stand and French bow)

-1 Fender Jazz Bass 5 strings, with stand.

-1 Bass amp:GALLIEN KRUEGER 1001 RB & baffle GK410 RBH

-2 music stands + 2 double Leds

CHUCHO VALDES jazz batà

SOUND

FRONT OF HOUSE

DIGITAL DESK: SOUNDCRAFT VI 6 / YAMAHA CL 5 / DIGIDESIGN PROFILE

PA LINE ARRAY : L ACOUSTICS / ADAMSON / JBL / MEYER SOUND / D&B.
POWER AND COVERAGE MUST BE ADAPTED TO THE ROOM

INTERCOMS : FOH , MONITORS

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

MONITORS

DIGITAL DESK: YAMAHA PM 5D RH – CL5 / SOUNDCRAFT VI 6

6 MONITORS: L ACOUSTICS X15 HIQ, X12 / ADMSON M15 / CLAIR BROTHERS 12 AM / D&B
MAX 2, MAX 4 / MARTIN LE 1200 S, 1500 S...

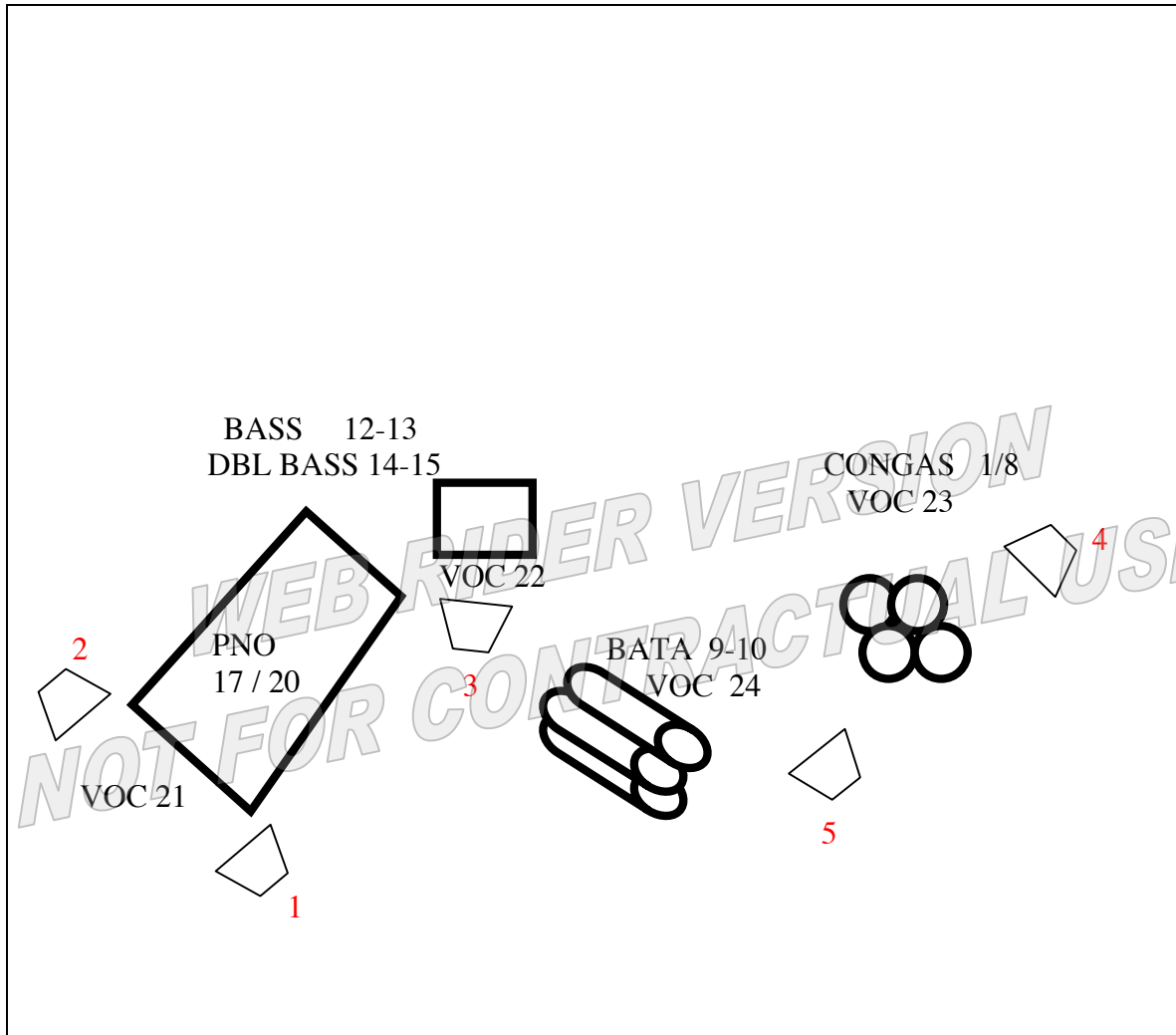
5 OUT +1PFL, WITH THE SAME AMPLIFICATION

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

Inputs chanels CHUCHO VALDES jazz batà

Nº	CHANELS	MIC/DI	STANDS	MONITOR
01	DJEMBE TOP	SHURE BETA 57A	Small	
02	DJEMBE BOT	SHURE BETA 98A	Clip	
03	OH CONGA	DPA 4011C / AKG 414	Long	
04	OH CONGA	DPA 4011C / AKG 414	Long	
05	BONGO	SHURE SM 57	Small	
06	BELL	SHURE SM 57	Small	
07	CATA	SHURE SM 57	Small	
08	OH	AKG 414	Long	
09	BATA	DPA 4011C / AKG 414	Small	BATA
10	BATA	DPA 4011C / AKG 414	Small	BATA
11				
12	BASS	DI AVALON U5 / DI RADIAL J 48		BASS
13	BASS	EV RE 20	Small	
14	DBL BASS	DI AVALON U5 / DI RADIAL J 48		DBL BASS
15	DBL BASS	DPA 4099B / AKG 414	Clip	
16				
17	PIANO L (lo)	EARTHWORKS PM 40 / DPA 4021	Clip	PIANO
18	PIANO L (hi)	EARTHWORKS PM 40 / DPA 4021	Clip	PIANO
19	PIANO L (in)	DPA 4021 / DPA 4011C	Clip	PIANO
20	PIANO L (in)	DPA 4021 / DPA 4011C	Clip	PIANO
21	VOC PIANO	SHURE SM 58	Long	VOC PIANO
22	VOC BASS	SHURE SM 58	Long	VOC BASS
23	VOC CONGA	SHURE SM 58	Long	VOC CONG
24	VOC BATA	SHURE SM 58 HF UR4D	Long	VOC BATA
25	SPARE	SHURE SM 58 HF UR4D	Long	SPARE
26				
27				
28				
29				
30				
31				
32				
33				
35				
36				
37				

STAGE PLAN : CHUCHO VALDES jazz batà



 5 SAME MONITORS +1 PFL

CONTACT :
ING FOH (Albert)
Cel: + 33 (0) 608 03 79 42
Email: tecnica@comanchemusic.net