



CONTRACT RIDER

ADDITIONAL TERMS AND CONDITIONS

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

**From Buena Vista Social Club™ (30%)
Eliades Ochoa (100%)
and Grupo Patria (40%)**

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/eliadesochoa 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 **seven (7) pairs – or fourteen (14) 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

ARTIST

DATE

DATE

Eliades Ochoa

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 seven (7) people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure.

ARTIST will need _____. The group travels with _____ and must have a separate vehicle available.

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

If PURCHASER is providing HOTEL ACCOMMODATIONS, a minimum of seven (7) single rooms w/ are required. 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

DRESSING ROOMS

PURCHASER shall provide at least, two (2) comfortable and private DRESSING ROOMS, adequate for use by seven (7) 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
- Fifteen (15) clean towels
- Three (3) sofas or at least eight (8) chairs
- Three (3) full-length mirrors
- Tables

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.

X _____
Promoter

X _____
Artist

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 () persons:

AT LOAD-IN:

- Fresh brewed hot coffee and dark and herbal teas with honey, sugar,
- Sugar substitute (Equal), lemon and real milk or light cream.
- Refrigerator
- Plenty of ice
- One (1) case of iced soft drinks (mix of diet and regular)
- Six (6) cans of Ginger Ale
- Freshly brewed iced tea
- One (1) case of iced premium quality beer
- 10 (10) liters mineral water (carbonated)
- Twenty (20) liters of mineral water (non-carbonated)
- Assorted fruit juices (to include Cranberry juice.)
- Two (2) bottles each of dry red wine & dry white wine
- Soup (Vegetable, Chicken or Tomato) No dairy product soups.
- Raw Vegetable sticks (carrots, celery & other vegetables. etc.)
- Fresh fruit (apples, oranges, grapes strawberries, bananas etc)
- A selection of mixed nuts
- Whole grain crackers and breads
- Appropriate cutlery, glass, napkins and dinnerware.
- One dozen (12) hand towels

AT COMPLETION OF ARTIST'S PERFORMANCE:

HOT meal for seven (7):

4 Course meal:

1. Salad (with Italian or vinaigrette dressing on the side)
2. Main course: Chicken or fish with rice (No sauces that include dairy prod)
3. Pastas are always appreciated.
4. Vegetables (grilled vegetables, mixed vegetables, spinach etc.)
5. Dessert: to include vanilla and chocolate ice cream and fresh fruit

Eliades Ochoa

Technical Requirements

1. **PURCHASER** shall not allow audience to enter place of performance until technical set-up has been completed. **ARTIST** shall complete said setup three hours prior to time of performance. Artist requires a minimum one hour sound check after completion of load-in and setup. The place of performance must be made available to the artist three hours before theater is opened to the public. Festival producers are required to comply with this policy unless otherwise agreed in writing with the artist's representative.
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.

ELIADES OCHOA

TECHNICAL RIDER 2015

1. VENUE SPECIFICATIONS

STAGING SPECIFICATIONS: (See plan)

A) STAGE:

Promoter shall provide a flat, even stage of sturdy construction with no gaps in between the decks, an even surface capable of withstanding 600kg /sq.m. These dimensions are the minimum necessary for the setting of the equipment.

Please send us your stage specifications.

- . Wide : 12,00 m .
- . Deep : 10,00 m .
- . Height : 8,00 m .

B) RISERS:

Promoter shall provide one (1) riser of adjustable height carpeted in black and front dressed with black drape:

IN CASE OF A FESTIVAL, DRUMS SHOULD BE ON A ROLLING RISER

- . 2 X Percussions: 3 m . x 2 m . x 0,50 m .

« See attachment stage plot » for position

C) ACCESS STAIRS:

Promoter shall provide two sets of access stairs equipped with handrails and **adequate lightning** positioned at each upstage corner of stage running off of the upstage edge.

2. BACKLINE REQUIREMENTS

PROMOTER AGREES TO PROVIDE THE FOLLOWING, AT NO COST FOR THE ARTIST:

BASS:

- 1 Trace Elliot Head + 4x10 cabinet (8x10 for big stages) + 2 jack /jack + 1 stand
- (Ampeg SVT, Gallien Kruger accepted)

PIANO:

- ONE ACOUSTIC PIANO (Tuned at 440 on the day of performance)
- 1 PIANO CHAIR

(If there is not an acoustic piano available, an 8 octaves stage piano will be an option then).

PERCUSSIONS:

- 2 x Congas (**we don't need stands**): LP MATADOR (preferred, only LP is accepted)
- 1 DRUM CHAIR
- 1 x Drum carpet for the percussion position.

GUITAR:

- 3 GUITAR STANDS

« ALL CABLES, jacks to jacks in good shape »

All equipment and backline to be set up and ready for the band, prior to the sound check time, so that sound check can begin immediately on arrival of the band, see Stage plot for set-up.

COMMUNICATION SYSTEM :

Provide intercom between monitor and FOH desk.

3. SOUND REINFORCEMENT

FOH SOUND REINFORCEMENT:

- Professional quality system, you must allow 10 watts per person. Ex: 400 persons > 4 000 watts - 1000 persons >10 000 watts.
- 24 Channel mixer (Midas XL3, Yamaha PM4000)
- 1 x Digital Delay
- 4 x Noise Gate
- 2x Limiter, compressor
- 2 x 31 band graphic EQ
- 1 x CD record

- MONITORS:

- 24 inputs monitor console
- 9 x professional stage monitors + one for the monitor engineer
- 8 x monitors mixes with 1/3 oct graphic eq
- 2 side fill

NOTE: THE BAND IS NOT TOURING WITH A MONITOR ENGINEER; EXPERIENCED ENGINEER IS THEN REQUIRED WITH A GOOD KNOWLEDGE OF THE SYSTEM.

4. CHANNEL LIST

1.	BASS	D.I.
2.	GUITAR	D.I.
3.	LEAD GUITAR	D.I.
4.	PIANO L	C14
5.	PIANO R	C14 AKG or V87
6.	CONGA 1	SM 57 BETA
7.	CONGA 2	SM 57 BETA
8.	BONGOS	SM 57 BETA
9.	BELL	SM 57 BETA
10.	MARACAS	SM 57 BETA
11.	TROMPET 1	SM 57
12.	TROMPET 2	SM 57
13.	LITTLE PERCU (ON TRUMPET POSITION)	SM 57
14.	BASS VOCAL	SM 58 BETA
15.	MARACAS VOCAL	SM 58 BETA
16.	ELIADES VOCAL	SM 87
17.	GUITAR VOCAL	SM 58 BETA

+ RETURNS

WEB UNDER VERSION
NOT FOR CONTRACTUAL USE



Oficina Eliades Ochoa
INSTITUTO CUBANO DE LA MÚSICA

Eliades Ochoa y su grupo "Patria".

Listado de Instrumentos Musicales

Nombre y Apellidos	Instrumentos	Nota
Eliades Ochoa Bustamante	Guitarra y Voz prima	La guitarra es electroacústica y viaja en cabina como equipaje de mano.
Eglis Ochoa Hidalgo	Maraca y Coros	Las maracas viajan en cabina como equipaje de mano.
Jorge Maturell Romero	Congas	El bongo viaja como equipaje facturado y pesa 10 kg. Las congas serán puestas en el lugar de actuación.
Geovanis Alcántara López	Piano	El piano será puesto en el lugar donde sea la actuación.
Ernesto Elías Oliva	Bajo	La guitarra bajo viaja en cabina como equipaje de mano.
Grisel María Sande Figueredo	Promotora Cultural y Asistente de Eliades Ochoa	

Pd: Las trompetas serán utilizadas en el lugar donde sea la gira porque se llevarán los arreglos de cada canción y cuando esté confirmada la gira le haremos llegar los nombres de los trompetas que radican en el extranjero. El técnico de sonido a disposición de Montuno.

