

**GILBERTO GIL – THE STRING CONCERT**  
**CONTRACT RIDER**  
Current as of 09.16.09

Please read this rider carefully. It is part of the attached contract for 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 ARTIST. 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 ARTIST may have for damages or otherwise.

A. ADVERTISING AND PROMOTION

A1. Billing on all advertising and publicity must appear as follows:

**GILBERTO GIL (100%)**  
**THE STRING CONCERT (75%)**  
**FEATURING**  
**JACQUES MORELENBAUM & BEM GIL (75%)**

- A2. Artist is to receive 100% star billing on ALL publicity releases and paid advertisements, including without limitation: programs, flyers, signs, newspaper ads, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by ARTIST OR HIS REPRESENTATIVE.
- A3. Purchaser agrees to use only artwork, ad mats, photos and / or promotional materials provided or approved by artist in all advertisements. Please visit [www.imnworld.com/gilbertogil](http://www.imnworld.com/gilbertogil) for official downloads. No product, service, or publication utilizing the name or likeness of Artist may be produced, sold, or distributed without the prior written consent of artist.
- A4. Purchaser agrees not to commit artist to any personal appearances, interviews or other promotion or appearance without prior written consent from ARTIST OR HIS REPRESENTATIVE.
- A5. Purchaser agrees that there shall be no signs, placards or other advertising materials on or near the stage during the entire performance; nor shall any such advertising appear on tickets, flyers, handbills, or posters without the prior consent of artist; nor shall the artist's appearance be sponsored by, or in any other way tie-in with, any political candidate, commercial product or business.
- A6. Artist retains rights and control over corporate concert sponsorship and / or tour sponsorship. In the event a tour sponsorship is added at any time before or after contracting is completed, it is understood that the purchaser will make the best efforts to incorporate the tour sponsor's name, logo, and other requirements to any and all advertising henceforth.
- A7. Artist shall have sole and exclusive merchandising rights.
- A8. Purchaser will make available thirty (30) complimentary tickets per show to artist for their sole use. Seats must be in preferred locations. Artist will contact the box office no later than one hour prior to the concert in the case of unused tickets.
- A9. **Purchaser shall have the right to distribute 30 tickets or 1% of the sellable house (whichever is greater) for use for media, sponsor, and other promotional needs. These tickets do not include tickets set aside for artist requirements. No other complimentary tickets are to be distributed without express written permission of artist.**

## B. MISCELLANEOUS

- 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. ARTIST REQUIRES A MINIMUM TWO HOUR SOUND CHECK AFTER COMPLETION OF LOAD-IN AND SETUP. FESTIVAL PRODUCERS ARE REQUIRED TO COMPLY WITH THIS POLICY UNLESS OTHERWISE AGREED IN WRITING WITH THE ARTIST'S REPRESENTATIVE.
- B2. 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 artist's written approval.
  - B. The manufacture, distribution, and/or sale of any and all souvenir items associated with the artist or performance without the artist's written approval.
- B3. No discrimination for reasons of race, religion, sex, age or country of national origin shall be permitted or authorized by purchaser in connection with the sale of tickets, admission, seating, or accommodation at the engagement.

## C. HOSPITALITY, ACCOMMODATIONS, AND TRAVEL: SEE ATTACHMENT A

## D. TECHNICAL REQUIREMENTS: SEE ATTACHMENT B

## E. PAYMENT AND LEGAL CONTRACTUAL CLAUSES

- E1. All payments shall be made as provided herein. In the event purchaser fails to make any payment at the time stipulated herein or breaches any provision of this agreement, artist shall have the right to withhold performance without prejudice to his rights thereunder.
- E2. 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 thereunder.
- E3. Insurance:
- (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 of \_\_\_\_\_, Policy No. \_\_\_\_\_ which policy 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 Producer, its employees, agents, servants and contractors as additional insured parties for the full period of the Engagement, including any rehearsal period and post production periods, and that same is cancelable only upon six (6) day prior written notice to Producer.
  - (c) All premiums for such insurance shall be paid timely by Purchaser and Purchaser hereby indemnifies and agrees to defend and hold harmless Producer and its employees, contractors and/or agents 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 Producer and its employees, contractors, and/or agents from and against any and all loss, damage and/or destruction occurring to its and/or its employees', contractors', or agents' instruments and equipment at the place of the Engagement, including but not limited to, damages, loss or destruction caused by Act of God. The employees of the Purchaser are not the employees of the Producer. The insurance liability of the Producer shall be limited only to claims from its employees and does not apply to the Purchaser's employees.

(d) The Presenter further warrants and represents that it has had and maintains at all times during the terms 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, the lighting supplies and sound suppliers.

- E4. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and artist 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.
- E5. 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.
- E6. 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 artist.
- E7. 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.
- E8. If State, Local or Amusement tax is to be withheld for this engagement, Purchaser shall furnish artist 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 artist with an official State or City tax deduction receipt claiming the amount to be withheld on the night of the performance.
- E9. Artist's obligation to perform thereunder shall be excused if artist, or any of his group or essential crew, is unable to perform as a result: 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. In the event this concert is scheduled in an open air venue, inclement weather shall not be considered an act of God.
- E10. Any material breach of this Agreement by purchaser may cause the artist, at the artist's sole option, to terminate the Agreement. If such a breach occurs, purchaser shall be obligated to the artist for the full guaranteed amount of this Agreement and shall forfeit all deposit moneys paid to the artist or his agent as immediate and liquidated damages without prejudices to further legal action by the artist.

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

AGREED AND ACCEPTED

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
ARTIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

# Gilberto Gil

## "The String Concert"

### Technical Rider (Document Date: May 19, 2009)

***This Document Contains 10 Pages!!!***

**PLEASE NOTE THAT THIS DOCUMENT WILL BE UPDATED BEFORE OUR DEPARTURE!!!**

#### **1 - GILBERTO GIL - Load in / Sound Check / Load out:**

- 1.1 - Our load in and stage set up time is approximately 02 hours
- 1.2 - Sound Check will take approximately 01 hour
- 1.3 - Load out is approximately 01 hour
- 1.4 - (02) Loaders must be available for Load-in & Load-out of our equipment.
- 1.5 - (02) Two stagehands must be present during sound check and performance
- 1.6 - (01) One-wardrobe attendant to be provided at load-in and sound check
- 1.7 - Stage, risers, lighting and sound must be set-up and ready before load-in time
- 1.8 - Where above call times are not available please notify tour manager in advance
- 1.9 - Promoter Representative/Production Assistant must be present during Load in/Loud out

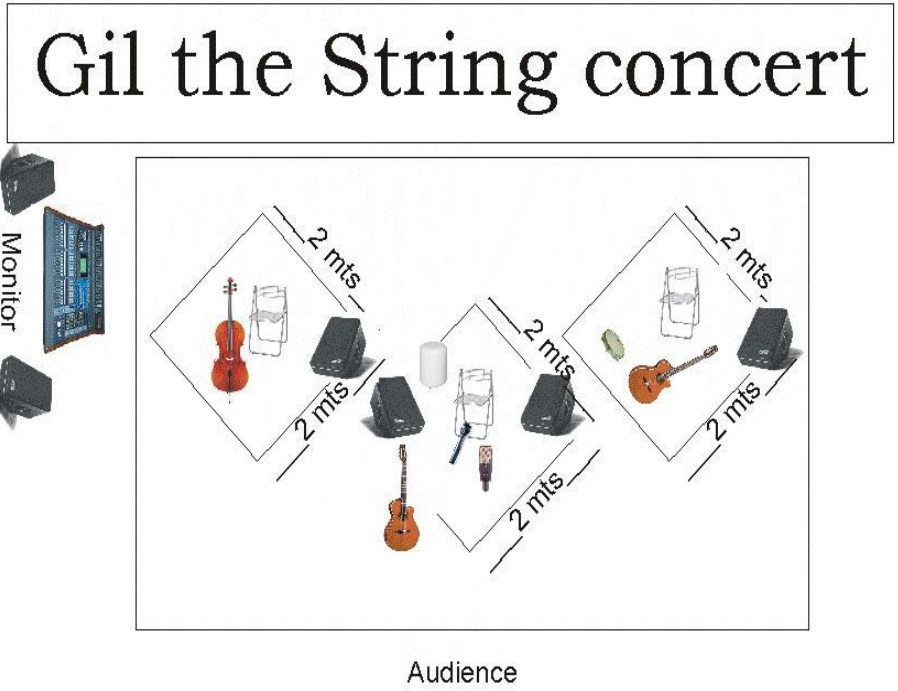
#### **2 – Electricity: 1-Transformer 220v to 110 volts / 60 Hz / 3000 watts / U.S. plug connections**

- 2.1 - (01) One electrician required for load-in, set-up, sound check and performance
- 2.2 - Stage must have electrical grounding
- 2.3 - (01)-110v ac position must be available on stage upon our arrival for monitor console
- 2.4 - **AC on stage MUST be 110 volts / 60 Hz (U.S. plug connections)**

#### **3 - GILBERTO GIL - Stage Requirements:**

- 3.1 - **Stage Dimensions** must be minimum of: 10 Mts. x 08 Mts.
- 3.2 - **Stage Minimum Height:** 8 Mts.
- 3.3 - **Backstage Area:** 2 Mts. - sides x 1 Mt- back
- 3.4 - **Stage access** must be from 2 staircases with handrails, one on each side of stage
- 3.5 - **Monitor mixing console** must be placed in a lateral area next to stage (this area must be at least 6m x 4m) and protected from audience view and stage front must be clear.
- 3.6 - **RISERS: 06 (six) Gray or Black Carpeted Risers – 2m X 1m and 20cm height.**

**4 – GILBERTO GIL - Stage Plot:**



## **5 - GILBERTO GIL - Lighting Requirements:**

<b>EQUIPMENT</b>	<b>QUANT.</b>
MARTIN MAC-550 MOVING HEADS or SPOT EQUIVALENT	06
ELLIPSOIDAL E-T-C with IRIS	12
FOLLOW SPOT H-T-I 1200 (with Operator)	01
CONSOLE AVOLITE PEARL P-2004 or EQUIVALENT	01
HAZE MACHINE	01
Rack (channels)	24
Intercom system	2-Postions

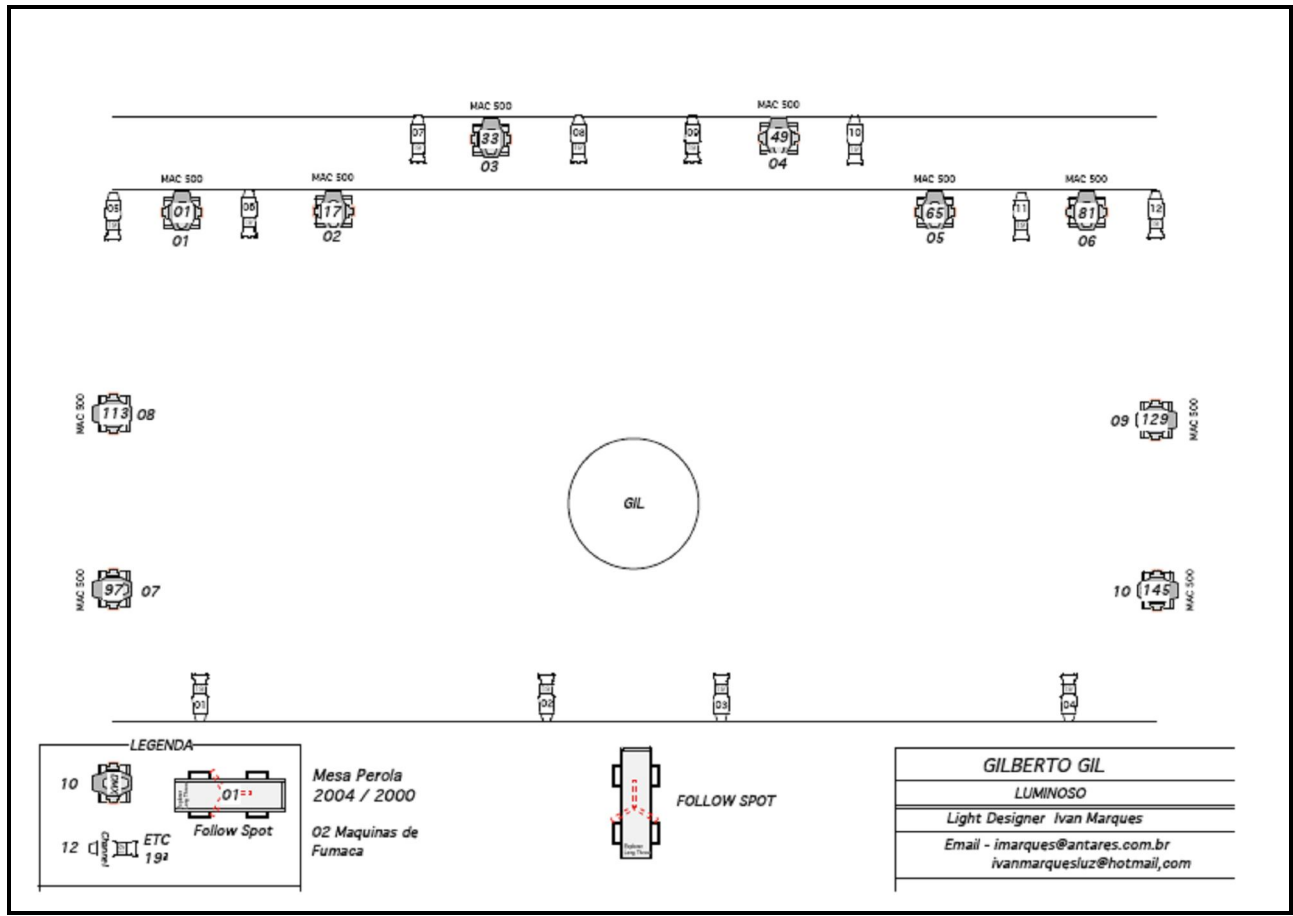
### **COMMENTS:**

- 5.1 - Follow spot operators must be supplied by local lighting company
- 5.2 - Moving light programmer must be available for moving head programming during Load-in, Sound Check and performance
- 5.4 - If you cannot supply all lighting equipment requested above, please adapt your equipment to our lighting plot.
- 5.5 - Lighting equipment must be set up prior to our arrival!!!!
- 5.6 - Lighting companies must supply list of equipment that will be provided in English and must have same or equivalent brands and models regardless of our verbal or written confirmation.

**Light Operator:** Ivan Marques - Tel: (5521) 9267.4568 or 2558-0506

Email: [imarques@antares.com.br](mailto:imarques@antares.com.br)

## 6 - GILBERTO GIL - Lighting Plot:



## 7 - GILBERTO GIL - Sound Requirements:

### **PA (Leco Possollo)**

System: Flying PA, line array with center cluster and front fill

Console: must have variable hi-pass and four full parametric eq.

Processors: 01 preamp Avalon 737Vt, 01 tube compressor, 01 Lexicon 480L, and 01 Yamaha SPX 990.

Drive: 01 Stereo 31 band equalizer inserted on the main output, 01 spectrum analyzer with a reference mic.

Communication: Intercom

### **Monitor (João Ribeiro) always beside Gil's dressing rooms.**

Console: must have variable hi-pass and four full parametric eq.

**(no PA console allowed!!!)**

Wedges: 04 Meyer 12" for Gil, cello and 2° guitar, 02 for monitor CUE.

In ear monitors: 03 Shure PSM 700 with E5 earpieces.

Processors: 01 preamp Avalon 737Vt, 01 Lexicon PCM81 and 01 Yamaha SPX 990.

Drive: 31-band equalizer inserted on the mixes outputs, 01 spectrum analyzer with a reference mic.

Communication: Intercom

### **ATTENTION**

Sound and light cables cannot cross each other neither on the stage nor off stage and must have separate power supplies. The power of sound, as the quantity of speakers and amplifiers must be capable to generate 115 Db SPL weight "A" @ 25 meters from the system. These criterions are of total responsibility of the sound company in charge

If necessary to change any equipment please get in contact with the responsible sound engineers .

Leco Possollo Sound Engineer Cell 55 21 8839.1201 Home 26081512 email [leco@antares.com.br](mailto:leco@antares.com.br)

João Ribeiro Monitor Engineer Cell 55 21 8844.1597 Home 3875.5450 email [joaribeiro@gege.com.br](mailto:joaribeiro@gege.com.br)



## **8 - GILBERTO GIL - Input List:**

<b>Gil the String concert</b>			
Channel	Instrument	Mic/DI	Obs
1	Gil´s agt	AKG 414	short stand
2	Gil´s gtr	active DI	48v
3	Gil´s voice	Audio Technica	provided
4	Spare mic	Wireless Shure SM 58	
5	Bem´s agt	Neumann KM 184	short stand
6	Bem´s gtr	active DI	48v
7	percussion 1	condenser	short stand
8	pandeiro	AKG 418	clip
9	Cello 1	active DI	48v
10	Cello 2	Neumann KM 184	short stand
11	percussion 2	condenser	short stand

Leco Possollo Sound Engineer Cell 55 21 8839.1201 Home 26081512 email [leco@antares.com.br](mailto:leco@antares.com.br)

João Ribeiro Monitor Engineer Cell 55 21 8844.1597 Home 3875.5450 email [joaribeiro@gege.com.br](mailto:joaribeiro@gege.com.br)

## **9 – GILBERTO GIL - Local Backline Rental Requirements:**

### **9.1 GUITAR:**

\_\_\_ (01) ONE – Guitar Amplifier – Fender the Twin or Marshall JCM900 combo

### **9.2 STAGE ACCESSORIES:**

\_\_\_ (08) EIGHT - Cables ¼" (Jack/Jack) (20 feet long/4 meters long)

\_\_\_ (01) ONE – Drum Stool

\_\_\_ (02) TWO – Acoustic Guitar Stands

## **10 - GILBERTO GIL - Dressing Rooms and Hospitality:**

10.1 - (03) THREE - Dressing rooms (minimum size 6 meters x 6 meters).

10.2 - All must have appropriate lighting, air conditioners and/or heaters, tables, chairs, hangers, private toilets (with showers, soap, toilet paper, paper handkerchiefs and (5) towels (3- hand towels and 2-bath towels). Full size mirror, Ironing board and electric iron must be available in one of the rooms.

10.3 - **All dressing rooms must be clean and available for load in.**

<b>1-Artist Dressing Room (02 Members) – Gilberto Gil &amp; Flora Gil</b>
<b>2-Musician Dressing Room (02 Members) – Jaques Morelenbaum / Bem Gil</b>
<b>3-Production / Crew Dressing Room (04 Members) – Jerry / Ivan / Leco /João</b>

### **ARTIST DRESSING ROOM:**

10.4 - The following refreshments to be placed (on ice if needed): Soda, 12-Bottles of mineral water, 12-Cans of Coke (regular & diet), fruit juices (Apple and Grape), 1 bottle of red wine (Valpolicella or Dão), 1 bottle of Cinzano or Martini Rosso, 2-liters of natural coconut water, and 2 or 3 options of herbal teas (lotus root tea, ban tea, apple, chamomile)

10.5 - Whole breads and toasts, whole salt crackers, cheese (Parmesan Cheese) & cold-cut meats platter (Parma Ham and Turkey), cashew nuts, fresh and dried fruits (prunes, apricots, damascos, etc.) 2-Bars of Chocolate with Cashew Nuts and/or Hazelnuts, 1-Pack of Mint-Flavored Chewing Gum, 1-Vais of Flowers (Sun Flowers Preferred)

**OBS: Please provide silverware, glasses and cups (NO PLASTIC PLEASE!!!)**

### **MUSICIANS DRESSING ROOM:**

10.6 - The following refreshments to be placed (on ice if needed): 5-Cokes (Regular & Diet), 10-bottles of mineral water and assorted soft drinks and fruit juices, 4-Bottles of Gatorade and Hot Coffee, 1-bottles of VERY GOOD Local Wine and 6-Bottles of local beer. Bread and toasts, cheese, roast beef, roast turkey, fresh fruits. Cashew Nuts, Chocolate Bars, fresh and dried fruits

**OBS: Please provide silverware, glasses and cups (NO PLASTIC PLEASE!!!)**

### **PRODUCTION & CREW DRESSING ROOM:**

10.7 - The following refreshments to be placed (on ice if needed): 10-Cokes (Regular & Diet), 10-bottles of mineral water and assorted soft drinks and fruit juices, 8-Bottles of Gatorade and Hot Coffee, 1-bottles of VERY GOOD Local Wine and 6-Bottles of local beer. Bread and toasts, cheese, roast beef, roast turkey, fresh fruits. Cashew Nuts, Chocolate Bars, fresh and dried fruits, 2-Large Pies of Pizza (Mozzarella)

**OBS: Please provide silverware, glasses and cups (NO PLASTIC PLEASE!!!)**

**11 – GILBERTO GIL - Stage Drinks:** Please have the following drinks available on stage:

- 11.1 - **LOAD IN** – 5 Bottles (1.5 liters) of Chilled Water + Hot Coffee/Sugar
- 11.2 - **SOUNDCHECK** - 10 Bottles (1.5 liters) of Water + Hot Coffee/Sugar
- 11.3 - **SHOW TIME** - 10 small Bottles (500 ml) of Water (room temp.) + 5 Towels

**12 - GILBERTO GIL - Hot Meals (10 Members):**

A hot meal including salad and dessert MUST be provided on show days. Time and location must confirm with Tour Manager.

**13 – GILBERTO GIL - Lodging (5-Star hotel with breakfast):**

- 13.1 - **PLEASE KEEP OUR GROUP IN THE SAME HOTEL!!!**
- 13.2 - Please have all rooms ready and keys available at front desk upon our arrival.
- 13.3 - Rooming List is as follows: (01-Suite / 8-Singles)

**01 Deluxe Suite – Superior Suite**

1. <i>Gilberto Gil &amp; Flora Gil</i>
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**8 Singles – Queen or King Size Bed**

1. <i>Gilda Mattoso</i>	5. <i>Ivanildo Marques</i>
2. <i>Jaques Morelembaum</i>	6. <i>Mario Possollo</i>
3. <i>Bem Gil</i>	7. <i>João Ribeiro</i>
4. <i>Jerry Marques (Tour Manager)</i>	8. <i>Bus Driver (TBC)</i>

**14 – GILBERTO GIL - Local Transportation:**

- 14.1 – (01) ONE - Car (Car for artist must be 4 doors, class A type (Mercedes, Alpha Romeo, BMW or Similar) and must be available during his stay in the city or upon request.
- 14.2 - (01) ONE – Large Passenger Van (for musicians & crew)
- 14.3 - (01) ONE - Cargo van for our Suitcases & Backline for **12 cases (aprox. 250 kg)**

**15 – GILBERTO GIL - Line-up:**

- 1. Gilberto Gil → Artist, Vocals, Guitar
- 3. Jaques Morelembaum → Cello
- 2. Bem Gil → Guitar / Percussion
- 3. Jerry Marques → Tour/Production Manager
- 4. Ivan Marques → Stage Manager/Lighting Operator
- 5. Mario Possollo (Leco) → Sound Engineer - F.O.H.
- 6. João Ribeiro → Monitor Engineer/Backline Tech
- 7. Gilda Mattoso → Press Agent
- 8. Flora Gil → Guest
- 9. Bus Driver → Bus Driver

## **16 – GILBERTO GIL - Contact Information:**

Here is the list of personnel that will be on tour and can be contacted if needed while still in Brazil at the email addresses and mobile numbers listed below. After our departure please contact our European booking agent for local hotel fax numbers and/or the Tour/Production Manager's Traveling mobile telephone number:

### **Tour/Production Manager**

→ Jerry Marques e-mail: [jerry@digproducoes.com.br](mailto:jerry@digproducoes.com.br) Mobile: +55/21/8144-5000

### **Stage Manager/Lighting Operator**

→ Ivan Marques e-mail: [imarques@antares.com.br](mailto:imarques@antares.com.br) Mobile: +55/21/9267-4568

### **Sound Engineer (PA)**

→ Mario "Leco" Possolo e-mail: [leco@antares.com.br](mailto:leco@antares.com.br) Mobile: +55/21/8839-1201

### **Monitor Engineer/Backline**

→ João Ribeiro e-mail: [joaribeiro@gege.com.br](mailto:joaribeiro@gege.com.br) Mobile: +55/21/8844-1597

### **Press Agent**

→ Gilda Mattoso e-mail: [gilda.viagem@gmail.com](mailto:gilda.viagem@gmail.com) Phone: +55/21/2523-1553

<b><u>Management</u></b> <b>Gege Produções Artísticas</b> Estrada da Gávea, 135 - Gávea Rio de Janeiro, RJ CEP 22451-260 - Brasil Tel: 55/21/3323-1600 Fax: 55/21/2239-9727 Email: <a href="mailto:gege@gege.com.br">gege@gege.com.br</a> Contacts: <b>Meny Lopes</b>	<b><u>Travel Agent</u></b> <b>ABC Turismo</b> Avenida Rio Branco, 151 – 7º andar CEP 20040-006 - Rio de Janeiro, RJ - Brazil Tel: 55/21-2509-9888 Fax: 55/21-2242-2427 Cel: 55/21-9984-9787 Email: <a href="mailto:abc@abctur.com.br">abc@abctur.com.br</a> Contacts: <b>Angelica Tres</b>
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