

Raul Midón
CONTRACT RIDER
Current as of 09.22.11

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:

Raul Midón (100% Headline)

A2. ARTIST is to receive 100% start-up and production costs for all publicity, releases and paid advertisement without limitation: press, radio, TV, newspaper ads, marquees, tickets, radio spots, flyers, etc. unless otherwise indicated by ARTIST OR HIS REPRESENTATIVE.

A3. PURCHASER agrees to use only artwork, design, and promotional materials provided or approved by ARTIST in all press, radio, TV, internet, service, or publication utilizing the name or likeness of ARTIST or the production, or distributed without the prior written consent of ARTIST.

A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotion 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 ten (10) 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 ONE 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. TECHNICAL REQUIREMENTS: SEE ATTACHMENT A

D. PAYMENT AND LEGAL CONTRACTUAL CLAUSES

D1. 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.

D2. A representative of the ARTIST shall be present in the box office prior to and during the performance and intersession periods. A representative shall be given full access to all box office sales and receipts. The representative shall be permitted to reasonably satisfy himself as to the receipts, (and expenditures if any) at each performance thereunder.

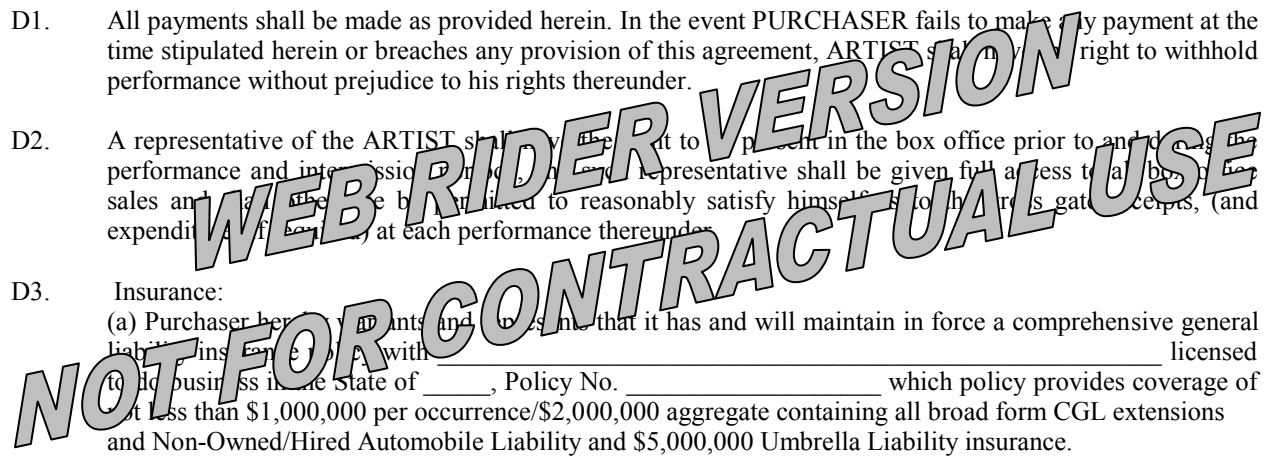
D3. Insurance:
 (a) Purchaser hereby warrants and represents that it has and will maintain in force a comprehensive general liability insurance policy with _____ licensed to do business in the State of _____, Policy No. _____ which policy provides coverage of at least \$1,000,000 per occurrence/\$2,000,000 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 Purchaser 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.

D4. 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.



- D5. 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.
- D6. 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. By sole act of signing, PURCHASER readily accepts all provisions of this contract, regardless of any additions or deletions PURCHASER may try to make.
- D7. 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.
- D8. 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.
- D9. Artist's obligation to perform thereunder shall be excused if the Artist or this group or essential crew, is unable to perform as a result: illness, injury, or condition resulting from inability to obtain reasonable means of transportation; riots or other disturbances or other forms of labor disputes, epidemics, or order of an authority, or any act of God; or any other cause beyond the Artist's reasonable control. In such event, the Artist shall not be required to perform and shall retain all deposits paid, less costs incurred by artist and neither party shall have any obligation to each other. In the event this concert is scheduled in a open air venue, the event shall not be considered an act of God.
- D10. Any breach of this Agreement by PURCHASER may cause the ARTIST, at the ARTIST'S sole option, to affirm 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

Travel, Hotel, and Hospitality Requirements
Attachment A
Current as of 9/22/11

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 two (2) people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure.

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

If PURCHASER is providing HOTEL ACCOMMODATIONS, PURCHASER is to provide accommodations at a 3-star or better hotel in a location that is safe and in close proximity to the venue. The hotel should be non-smoking and are to include a Jr. Suite and one (1) Single room. Please have both rooms on the same floor. Please note whenever possible. The rooms shall be available until the day after departure with the ARTIST to comply with checkout times and hotel rates. PURCHASER shall not be responsible for any extra charges during the stay. ARTIST please list the name, address and phone of the hotel being provided by the PURCHASER or two (2) recommendations of clean, modest hotels if PURCHASER is not providing hotel accommodations.

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

Hotel recommendation #1

Name:

Address:

Phone/Fax:

Rate per room:

Contact Name:

Hotel recommendation # 2

Name:

Address:

Phone/Fax:

Rate per room:

Contact Name:

Raul Midón

TECHNICAL RIDER

This production rider has been prepared to facilitate the Artist's best Performance and must be adhered to. If for any reason a requirement cannot be met, written notification must be submitted to our tour manager Stephen Schloss, and to Todd Walker at IMN. In addition, Artist must agree to any alterations to this rider in writing. Any alterations, which have not been confirmed in writing, shall be of no effect whatsoever.

The tour manager, Stephen Schloss, will contact the designated Promoter Representative approximately 7-14 days prior to the show day to go over all the details relating to the Production. Tour manager cell (310) 691-9976.

PROMOTER REPRESENTATIVE

Promoter agrees to furnish its personal representative capable of making any decisions pertaining to the engagement from the time of arrival of the production equipment (including outside staging material) through the time of departure.

The Promoter will provide to the tour manager Stephen Schloss the following telephone numbers (business, home and mobile) of the principal representative. A person may be contacted no less than 10 days immediately prior to the show date.

FACILITY ACCESS

Promoter must provide complete Vehicle and Personnel access to the venue. It shall be agreed upon with the Tour Manager. Any restrictions, limitations or other impediments to access should be made known to the Tour Manager immediately.

Raul Midón Production will provide all necessary city and police permits must be applied for and obtained for all parking of the above mentioned vehicles and to enable loading/unloading from the street to the venue. Parking is required as close to the venue as possible.

PERMITS

The Promoter is responsible for applying for and obtaining all necessary permits that are required for the engagement. Where necessary, these should include the following:

- Noise level Permits
- Driving and Parking Permits
- Radio Permits

HOTELS

Promoter is to provide accommodations at a 4-star or better hotel, in a location that is safe and in close proximity to the venue. The rooms provided should be non-smoking and are to include one (1) Jr. Suite and one (1) Single King room. Please have both rooms on the same floor of the hotel whenever possible. High-speed internet must be available in the hotel rooms, not only in the lobby. A significant Room Service menu should also be available.

As a note, the beds should be "comfortable". While this is subjective, we expect promoters to be aware of "uncomfortable" beds that do not reflect a 4-star or better hotel. If the beds are not comfortable, we will take the liberty to request a different hotel. Comfortable sleep is very important during out hectic travels and not getting that sleep will be a detriment to the Artist's performance.

DRESSING ROOMS

Promoter agrees to provide one (1) comfortable and secure dressing room, which is adequate for five (5) persons, prior to, during and after the Artist's entire performance. Such rooms should be clean, dry, well lit, heated or air-conditioned, and shall be within easy access to clean lavatories and to the stage. Promoter shall be solely responsible for the security of items in the dressing room and shall keep all unauthorized persons from entering said area.

Any "meet and greets" should take place in an area separate from the dressing room.

Promoter agrees to provide at its sole cost and expense, easily accessible internet access via phone line, network, or any other standard method of internet access. Access point should be located in the Artist's

dressings room or another secure location close-by.

The dressing room shall contain the following items.

- (1) Six foot sofa
- (2) Comfortable chairs
- (1) Four foot covered table
- (1) Chair
- (4) Clean face towels
- (1) Four pack of AA batteries

SOUNDCHECK

Artist will have a soundcheck of at least 30 minutes not including set up or break down times.

DOCTOR

The Promoter will have available, on call, a fully qualified doctor to administer to any medical problems that may occur with members of the Raul Midón touring party. He/She must be able to write prescriptions that must be able to be filled locally and on a 24 hour basis.

SHOWERS AND TOWELS

The Promoter will supply six clean towels. These towels should be of good quality and be provided for crew to take showers with. They should be placed in the truck at the time of the load in. The promoter will also supply 2 bars of good quality soap.

The Promoter will supply towels for the band and crew. These towels should be sanitized. There should be plenty of hot and cold running water. Showers should remain open until 1 hour after the completion of the load out.

BACKLINE REQUIREMENTS

Promoter to provide the following in working order, all equipment listed below. If you have any problems, send questions, please contact Stephen Schloss cell (310) 691-9976 Email midonTM@gmail.com

- (1) Direct In Boxes
- (2) 1/4 inch cables
- (2) 6-inch long 1/4-inch patch cables
- (2) 10' guitar cables
- (2) 6' guitar cables
- (4) Mic cables (into Direct In boxes)
- (3) ACOUSTIC guitar stands
- (1) boom mic stand (center stage)
- (1) Shure beta 58 vocal mic (center stage)
- (4) floor monitors
- (1) percussion table (with adjustable height)
- (1) pair of professional Bongos with adjustable height stand
- (1) Wooden bar stool
- (1) carpet ,oriental type or other nice
- (1) Four-pack of 9 Volt batteries
- (1) Four-pack of AA batteries

Acoustic Guitar

- (1) Taylor 914ce Acoustic cutaway steel string with pick up (1st option) **OR**
Gibson Acoustic cutaway steel string with pick up (2nd option)

CATERING REQUIREMENTS

Promoter agrees to provide at his sole expense, all catering arrangements for the Artist and crew. Promoter must use a reputable catering company. A representative from the catering company shall be on hand at all times and available to the Artist's representative.

Below are the numbers of people that will require catering, these numbers and requirements will be confirmed by the Tour Manager, prior to the arrival date. These numbers do not include any support acts or local crews. The Tour Manager will go over menus with either the Promoter representative or the local catering company. If lunch and dinner will not be provided, a buyout of at least \$30 per person must be provided.

Soup and Sandwiches for (2) for Lunch
Two Entrees for (2) for Dinners (one chicken or fish option & one vegan option)

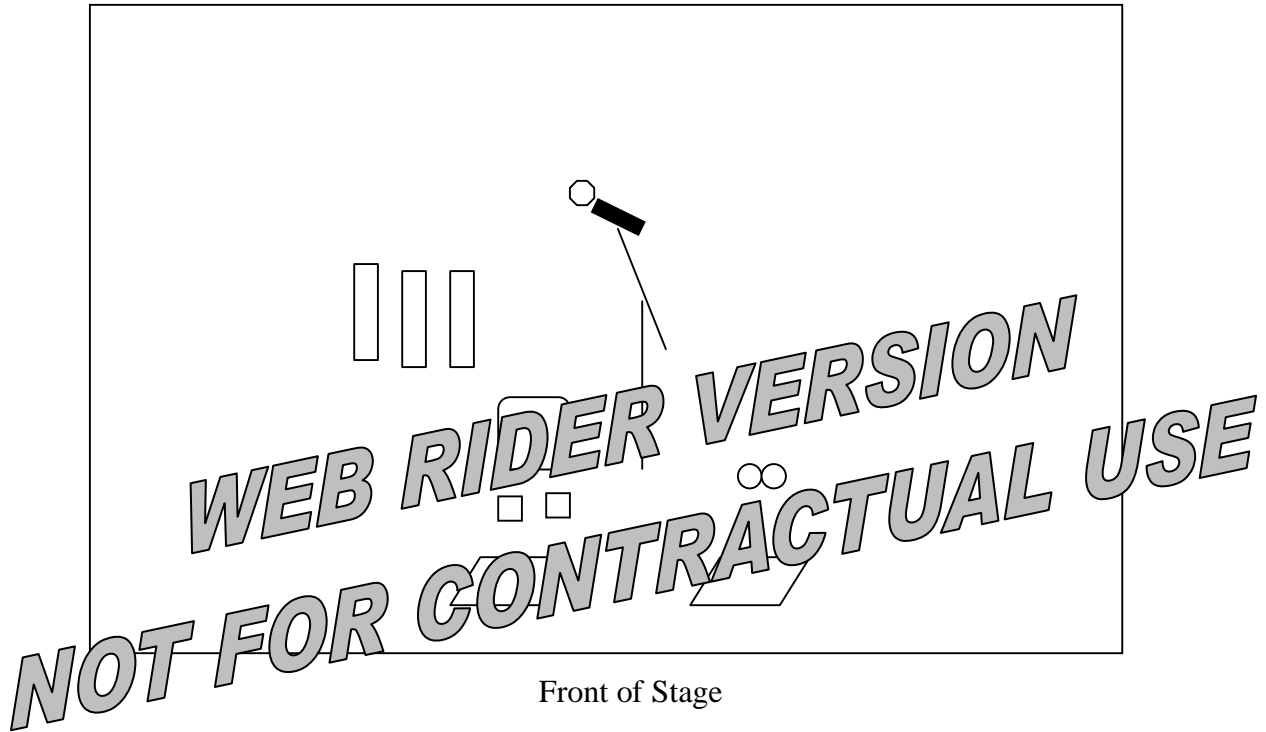
HOSPITALITY –

*****to be available in dressing room area immediately upon arrival for setup/soundcheck**






One 6-Pack of Sierra Nevada Beer
One Espresso machine, or the ability to acquire Espresso promptly
One bottle of red wine (Cabernet Sauvignon, Bordeaux or Pinot Noir)
Assortment of Odwalla fruit juices including carrot juice, pomegranate juice
One Half-Gallon of Apple Juice (Organic Martinellis Brand)
3 bottles of sparkling water
One bottle of Sprite
12 bottles of spring water (.5 liter or larger)
Hot Water for tea
One bottle of Honey
Fresh raw ginger root
An Assortment of tea including chamomile & green
An Assortment of smoked fish
One Veggie platter
Crackers with Hummus
Fresh fruit, incl. organic apples
One bag of mixed nuts
One bag of Pretzels
Cups, Utensils and Plates
Five Clean small Towels

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

STAGE PLOT



Legend

-  is a acoustic guitar stand
-  is a floor monitor (wedge)
-  is a Direct-In box
-  are bongos
-  is a percussion table

Raul Midón Rider

**SOUND RIDER
INPUT LIST**

Input	Instrument	Mic	Stand
1	GUITAR 1 DI to house	XLR	
2	GUITAR 2 DI to house	XLR	
3	GUITAR 1 DI to in-ear monitors	XLR	
4	GUITAR 2 DI to in-ear monitors	XLR	
5	Bongos	XLR	short boom stand
6	VOX Raul	XLR	Stand 1/2 m

*** Please provide talk-back mic from FOH to stage

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

INFORMATION LIST

Raul Midón

The following information list is to be completed ASAP and sent with the contracts

- 1) DATE OF PERFORMANCE _____ CITY _____
- a. Name of venue _____
- b. Address _____
- c. Production Phone # _____
- d. Production Fax # _____
- 2) Name and Contact info. for PRODUCTION MGR _____
- 3) Name and Contact info. for TECHNICAL DIRECTOR _____
- 4) Name and Contact info. for SOUND ENGINEER _____
- 5) Name and Contact info. for ELECTRICIAN _____
- 6) Name and Contact info. for DIST. SERVICES _____
- 7) OFFICE PHONE and EMAIL/WEB _____
- 8) STAGE DIMENSIONS: Depth _____ Width _____
- Height: Stage to Ceiling _____
- Height: Stage _____
- 9) Time of Performance _____ Time of Soundcheck (if scheduled) _____
- 10) Other bands playing before and after ARTIST _____
- Their Show and S/C times _____
- 11) Please provide detailed information regarding loading dock / backstage door for arrival of ARTIST on back of information sheet.

Please send / fax Technical Information and Artist Guide if available. A map of the area is also MOST HELPFUL. THANK YOU IN ADVANCE FOR HELPING TO MAKE THE SHOW A GREAT SUCCESS!

Raul Midón Rider

Management

Zot Management
c/o London & Co
2800 Olympic Blvd
Santa Monica, CA 90404
Work: (917) 399-3059
Cell: (646) 725-3475
kat@zotmanagement.com

Tour Publicity

Zot Management
c/o London & Co
2800 Olympic Blvd
Santa Monica, CA 90404
Work: (917) 399-3059
Cell: (646) 725-3475
pr@zotmanagement.com

NOT FOR CONTRACTUAL USE
WEB RIDER VERSION

Tour Manager

Stephen Schloss
Cell: (954) 895-3210
midonTM@gmail.com

Booking Agency

International Music Network
278 Main Street – Gloucester, MA 01930
Work: (978) 283-2883
Fax: (978) 283-2330
Todd Walker
todd@imnworld.com