

Oscar Castro-Neves
(SOLO PERFORMANCE)

Additional Terms & Hospitality as of 08.28.2006

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 waive for damages or otherwise.

A. ADVERTISING AND PROMOTION

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

OSCAR CASTRO-NEVES (100%)

A2. ARTIST is to receive 100% star billing on all publicity, tele and paid advertisement including without limitations program, press releases, newspaper, magazines, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by ARTIST OR HIS REPRESENTATIVE.

A3. PURCHASER agrees to use only artwork, ad material, photos and/or promotional materials provided or approved by ARTIST in all advertising, radio, television, or publication utilizing the name or likeness of ARTIST may be made or distributed without the prior written consent of ARTIST.

Publicity photo and video can be downloaded from <http://www.imnworld.com>

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. Press photos shall be taken at sound check and never during the performance.

A6. 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.

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 cm of unused tickets. PURCHASER agrees to distribute no more than ten (10) additional complimentary tickets to each show.

B. TRAVEL, HOTEL, DRESSING ROOMS AND CATERING

- B1. PURCHASER agrees to provide ARTIST'S REPRESENTATIVE with detailed directions to the place of performance. If ARTIST gives advance notice to PURCHASER that the ARTIST is arriving by air, PURCHASER shall, at his sole cost and expense, provide **GROUND TRANSPORTATION** for ARTIST plus luggage and instruments between airport, hotel, concert venue, and return to airport upon departure via stretch limousine. In addition, PURCHASER will provide all overweight, excess baggage, airport transfer, and equipment/instrument cartage costs in connection with the performance.

If PURCHASER is providing air tickets, ARTIST requires one (1) business class ticket. Train tickets (unless special contractual provision has been made) are not acceptable. If PURCHASER is picking ARTIST up, he must be on time; meet the ARTIST at the point of arrival with an identifying sign; and must be able to carry luggage and have appropriate transportation available.

IF PURCHASER IS PROVIDING TRANSPORTATION AS OUTLINED ABOVE, THE SCHEDULING MUST BE SUCH THAT IF ARTIST ARRIVES ON DAY OF PERFORMANCE, HE MUST HAVE TIME TO CHECK INTO HOTEL AND REST FOR A MINIMUM OF (7) HOURS PRIOR TO SOUND CHECK.

- B2. If PURCHASER is providing **HOTEL ACCOMMODATIONS**, a minimum of one (1) suite or a minimum of two (2) hotel rooms required. Room shall be smoking free until the day after performance with the ARTIST to comply with check-out 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 provided by the PURCHASER or two (2) recommendations of clean, safe hotels. PURCHASER is not providing hotel accommodations.

- B3. PURCHASER shall provide one (1) comfortable and private **DRESSING ROOM**. This room shall be clean, dry, well-lit, heated or air-conditioned, shall contain hangers, closet space, and at least two (2) chairs and shall be within easy access to clean and private lavatories which are supplied with soap, toilet tissue, towels, and full length mirrors. Towels shall be provided for ARTIST'S use in dressing rooms and on stage. Dressing room must be located in an area with access only for ARTIST and his associates.

- B4. PURCHASER shall guarantee adequate **SECURITY** at all times to insure the safety of the ARTIST'S personal instruments and personal property from the beginning of load-in to completion of load-out. Security will be provided at all times and places of performance to prevent loss or damage to equipment and/or personal belongings through theft, riot, misuse, vandalism, or civic commotion. If any such loss or damage occurs, the PURCHASER shall be liable to ARTIST for the cost of replacement of all missing equipment. The entire stage and backstage must be kept free of all non-critical personnel before, during, and following the performance. No individuals are to be admitted to this area without express authorization of ARTIST or ARTIST'S representative.

B5. HOSPITALITY: In dressing room, PURCHASER shall provide refreshments in quantities sufficient for two (2) people. All food must be set up in a separate dining area accessible to musicians only.

Cold Beverages consisting of:

Fruit juices	Soft Drinks
Perrier (or equivalent)	Evian (or equivalent)
Ice	

Fresh brewed hot coffee with fresh skim milk (or 2% if skim is not available; no cream)

Fresh hot tea with lemons and sugar

At load-in/sound check: Various fresh food and snacks to be made available (50% vegetate)

Whole wheat & French breads

Sandwich meats

Cheeses

Vegetables & fruits

All necessary condiments (mustard, mayonnaise, etc.) and tableware (plates, glasses, silverware, napkins, etc.)

Hot beverages for after performance (ARTIST'S preference) to serve to 20 people.

Drinks should be fresh, high quality food consisting of chicken, fish and vegetarian with a choice of potatoes, rice, pasta, bread, salad and beverages. Beverages with meal shall be as indicated above.

Perrier and Evian available on stage for ARTIST during

C. MISCELLANEOUS

C1. 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.

C2. 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 ARTISTS written approval. PURCHASER will deny entrance to any person(s) carrying tape or video recording equipment. Without limiting in any way the generality of the foregoing prohibition, it is understood to include members of the audience, press, and PURCHASER'S staff. PURCHASER shall announce such policy prior to performance while making the introductions, as well as to announce no smoking or cameras during performance, and such announcement shall stipulate that this policy is that of the venue. ARTIST 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 the ARTISTS written approval.

C3. 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

- C4. Any and all pre-concert (from the moment load-in begins) music or sound and intermission and post-concert music or sound (until end of load-out) MUST be approved by ARTIST by time of load-in.
- C5. ARTIST is to have full approval over any opening act. If there is to be an opening act performing prior to ARTIST, the performing time of this act must not exceed forty-five (45) minutes including encore, if any.

D. TECHNICAL REQUIREMENTS: SEE ATTACHMENT A & 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 hereunder.
- E2. If there is an assessment of tax by any taxing authority on ARTIST for any performance during the performance, said tax is to be paid by PURCHASER. It is fully agreed that there shall be no deductions whatsoever are to be taken from contract price or from any other amount earned.
- E3. A representative of the ARTIST shall be present in the box office prior to and during the performance and admission tickets and such representative shall be given full access to all box office sales and receipts and be permitted to reasonably satisfy himself as to the accuracy of receipts, (and expenses, if required) at each performance hereunder.
- E4. PURCHASER shall indemnify and hold ARTIST, ARTIST MANAGEMENT, its contractors, agents, employees, licensees and assigns harmless from and against any loss, damage, or expense, including reasonable attorney's fees, 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. PURCHASER further agrees to provide public liability insurance with respect to his engagement.
- E5. 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.
- E6. 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 State of California. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in The State of California.
- E7- 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.
- E8. 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.

WEB RIDER VERSION
NOT FOR CONTRACTUAL USE

- E9. 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.
- E10. 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.

Notwithstanding anything contained herein, inclement weather shall not be deemed a Force Majeure occurrence, except by act of civil authority, and the Purchaser shall remain liable for payment of the full contract price 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 such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

E11. PURCHASER agrees that ARTIST shall have the right to accept or decline any engagement hereunder by giving PURCHASER written notice thereof at least 30 days prior to the commencement of engagement. ARTIST shall be obligated to perform to render services in connection with motion pictures or television if the engagement hereunder conflicts therewith.

E12. In the event that the PURCHASER has breached this agreement, ARTIST shall have the right without limiting any of its other remedies hereunder to refuse to perform or to stop rendering a performance if such breach constitutes the breach of a performance. Notwithstanding the cessation of such a performance, PURCHASER shall remain liable to ARTIST for all of the fees and compensation hereunder in the same manner as though the ARTIST had fully performed. A BREACH OF ANY CLAUSE CONTAINED IN THIS RIDER BY THE PURCHASER SHALL BE DEEMED A MATERIAL BREACH. If ARTIST elects to perform or continue to perform notwithstanding a breach of agreement by PURCHASER, the performance by ARTIST shall not constitute a waiver of any claim the PURCHASER may have for damages otherwise.

E13. Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and PURCHASER shall remain liable for payment of the full contract price even if performance(s) called forth herein are prevented by such weather conditions. ARTIST shall have the sole right to determine in good faith whether the weather conditions shall render the performance(s) impossible, hazardous, or unsafe.

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

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

OSCAR CASTRO-NEVES
SOLO TECHNICAL REQUIREMENTS
ATTACHMENT A
As of 8/28/2006

Purchaser shall provide the following band equipment at his sole expense and at no cost to the ARTIST.

A. Stage size to be no less than 25 ft (10m) wide by 20 ft (7m) deep. Professionally qualified technical staff for all lighting and sound systems under the sole direction of ARTIST from load-in and sound check, through performance, and load-out. On-site PURCHASER'S representative to be available from load-in and sound check and must have the authority to act and make decisions on the PURCHASER'S behalf.

B. BACKLINE

- One (1) vocal mike
- One (1) DI for guitar output
- Two (2) DIs for guitar synth output
- One (1) classical guitar stand
- One (1) professional music stand with 1 g
- One (1) hi top stool
- One (1) wedge floor monitor, 1 1/2 wide and 1 deep (app. Like a milk carton cover)

C. STAGE HANDS

A minimum of two (2) stage hands are to be provided for load-in and load-out

D. LIGHTING SYSTEM

highest professional quality Stage, Lighting System with a standard assortment of bright colored gels on independently controlled instruments, to be operated by professionally qualified technicians under the sole direction of ARTIST during sound check and performance. One the lighting is set, it is not to be altered during the performance.

ATTACHMENT B
SOUND REQUIREMENTS

SOUND SYSTEM

A sound check is mandatory. A house electrician and engineer must be available throughout the entire sound check and performance; Sound system must be operable at least three (3) hours prior to doors opening and available for sound check.

ARTIST must have sound check as late as possible prior to opening of venue to audience. If there are other bands on the show, then ARTIST is to have the last sound check.

A concert sound system of sufficient size, sophistication and quality to deliver to all members of the audience (including sound reinforcement to balcony if any) an amplified blend of ARTIST'S music (including all instruments) free of distortion, feedback, and extraneous noise. The system shall be in the action of the ARTIST or the ARTIST'S representative. Said sound system must consist of the following:

A. HOUSE CONSOLE

1. A minimum of 24 inputs with sweepable EQ
2. Two (2) pre-fader sends and two post-fader sends
3. All channel inputs to amplifiers should have 1/3 octave equalizers and send/return located at the mixer
4. Should be located in center of house with 5' raked back from stage and within the audience area

B. MONITOR CONSOLE

1. A minimum of 12 channels with two (2) separate mixes
2. Each channel shall have sweepable EQ
3. Each mix should have 1/3 octave EQ
4. Should be stage right only

C. MONITOR SPEAKER

Two (2) monitor speakers are required. Monitor speakers must have single 15 inch speakers and a 1 inch horn preferably bi-amplified with JBL, TAD, or EV components only (NO FANE or RCF or PEAVEY, PLEASE!)

D. MISC.

Two (2) power drops with sufficient length to reach anywhere within the stage area to power band Equipment

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE

INFORMATION LIST OSCAR CASTRO-NEVES SOLO

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 DIR _____

4) Name and Contact info. for SOUND ENGINEER _____

5) Name and Contact info. for ELECTRICIAN _____

6) Name and Contact info. for ARTIST'S MGR _____

7) STAGE DIMENSIONS: Depth _____ Width _____

Height: Stage to Ceiling _____

Height: Stage _____

8) Time of Performance _____ Time of Soundcheck (if scheduled) _____

9) Other bands playing before and after ARTIST _____

Their Show and S/C times _____

10) 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!