

OJOS DE BRUJO
CONTRACT RIDER
Current as of 3/27/2007

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:

OJOS DE BRUJO (100%)

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. Official downloads can be found at: www.hipworld.com/ojosdebruj

A3. PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by ARTIST in all advertisements. 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. ARTIST also requires sixteen (16) backstage passes and twenty (20) guest entrance passes.

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. TRAVEL AND HOSPITALITY REQUIREMENTS: 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 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.

- 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 hereunder 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 a 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

FOR PUBLICITY AND PROMOTION, PLEASE CONTACT THE FOLLOWING:

Management:

Jemima Cano

Ojos de Brujo

(34) 933027796

(34) 671076919

jemima@ojosdebrujo.com

www.ojosdebrujo.com

Agency:

International Music Network

278 Main Street

Gloucester, MA 01930

Tel: 978-283-2883

Fax: 978-283-2330

Email: youragentsname@imnworld.com

www.imnworld.com

Publicity:

Cindy Byram PR

49 West 27th Street, #930

New York, NY 10001

cindybyram@aol.com

212-545-7536 x 21 (Mon-Tues-Wed)

201-869-7493 (Thurs-Fri)

201-400-4104 cell

NOT FOR CONTRACTUAL USE
WEB RIDER VERSION

OJOS DE BRUJO
Travel, Hotel, and Hospitality Requirements
Current as of 3/27/07

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 seventeen (17) people plus luggage and equipment, etc. between airport, hotel, concert venue, hotel and return to airport upon departure.

ARTIST will need two (2) passenger vans (10 passenger at the very least).

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 and five (5) double rooms 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, with keys, for adequate use by seventeen (17) people before & after the show. 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
- One (1) large mirror in each room
- Seventeen (17) 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.

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 as follows in quantities sufficient for seventeen (17) people:

AT LOAD-IN:

- Six (6) bottles of Red Bull
- Two (2) bottles of Rum
- Thirty (30) bottles of water (non sparkling)
- Thirty (30) bottles of iced premium quality Beer
- Thirty (30) bottles of iced soft drinks (mix of diet and regular)

Also:

- Fresh brewed hot coffee and dark and herbal teas with honey, sugar, sugar substitute (Equal), lemon and real milk or light cream.
- Assorted fruit juices (to include Cranberry juice.)
- Two (2) bottles each of dry red wine & dry white wine
- Raw Vegetable sticks (carrots, celery & other vegetables. etc.)
- Fresh fruit (apples, oranges, grapes strawberries, bananas etc)
- Whole grain crackers and breads
- Appropriate cutlery, glass, napkins and dinnerware.
- Ten (10) hand towels
- Refrigerator
- Plenty of ice

AT COMPLETION OF ARTIST'S PERFORMANCE:

HOT meal for seventeen (17) to be arranged with Road Manager:

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

EXTERNAL SOUND / P.A. / MONITORS

• **Please note that the sound and lighting system must be assembled and functioning by the time the band arrives.**

- A professional-quality Line Array sound processing system should be installed, capable of producing a 120 dbS SPL signal in all frequencies in any space of the venue. ACOUSTIC PRESSURE DURING THE CONCERT MUST BE SET BETWEEN 105 – 110 Db. IN CASE OF LEGAL LIMITATIONS, PLEASE CONTACT US AS SOON AS POSSIBLE.

- The sound system (P.A.) must be placed correctly between the source and the band's engineers, through prior study of venue. Promoter must send the auditorium plan OdB's technical team, illustrating the situation of stage and audience and indicating any uneven ground.

- The sound system must be situated centrally in relation to F.O.H., with good overall stage view, on a flat surface at the same level to the audience and at a distance of 20 meters or less.

- The monitor table must be situated level to the stage **IN VIEW OF THE P.A. CONTROL, ON THE RIGHT OF STAGE.**

- The sound system will be exclusively controlled by the technician team of OdB.

- For any questions concerning this rider, please contact production@ojosdebrujo.com.

F.O.H. Requirements

- Sound system Line Array (Meyer M3D, L'Acoustics VDOS, JBL Vertec, Electrovoice XLC) capable of 120 dB full range in all areas of the venue.
- Midas XL4, XL3, Heritage 2000, Heritage 3000, **Yamaha PM 5D**, PM 4000.
- Klark Teknik DN 370 EQ.
- Lexicon PCM 70
- Yamaha 990
- Yamaha D5000 Delay
- CD recorder/player
- 2 AVALON 737 vt
- 8 BSS compressors
- F.O.H control will be installed on the floor at the same level as the audience at a distance of 20m

Monitor Requirements

- Monitor table with **minumum 24 channels**, Yamaha PM 4000. Soundcraft Five, PM 5D, Heritage 3000, Innovation... with stereo channels and stereo listening capabilities for the sound technician
- **Under no circumstances can we accept digital tables**
- 1 drum fill for the drums
- 8 Meyer UM1 monitors or similar (2 for backing vocals, 2 for DJ Panko, 1 for trumpet and 2 for Ramón's guitar)
- 3 Meyer USM monitors (2 for bass, 1 for Xavi's percussion)
- 2 Meyer MSL4 sidefills + sub (650)
- 12 BSS 1/3 octave EQ channels
- 4 Drawmer compressor
- CD
- Intercom communication with F.O.H.
- The table should be located on the right side of the stage, visible from the F.O.H. control.

INPUT LIST/ STAGE PLAN

1	BD	D112	COMP
2	SD TOP	BETA 57	
3	SD REAR	604	
4	SD 2	BETA 57	
5	HI HAT	SM 81	
6	TOM 1	604	
7	FLOOR TOM	604	
8	RIDE	SM 81	
9	OH L	414	
10	OH R	414	
11	CONGA	SM 98	
12	CONGA	SM 98	
13	CONGA	SM 98	
14	TABLA HI	SM 57	
15	TABLA LOW	SM 57	
16	BATÁ	SM 98	
17	BATÁ	SM 98	
18	BATA	SM 98	
19	BONGO & DARBOUKA	SM 57	
20	DARBOUKA	SM 57	
21	CAJON L (MAX)	SM 91	COMP
22	CAJON C (XAVI)	SM 91	COMP
23	CAJON R (SERGIO)	SM 91	COMP
24	FLOOR (DANCE)	AKG 4111	
25	BASS	DI	COMP
26	GIUITAR L (PACO)	DI	COMP
27	GIUITAR R (RAMON)	DI	COMP
28	TRUMPET	AKG 409	COMP
29	DJ L	XLR MIX OUT L	
30	DJ R	XLR MIX OUT R	
31	KEYBOARD	DI	
32	KEYBOARD	DI	
33	CLAPPING SUSI	604	
34	CLAPPING ZURI	604	
35	VOCAL (SUSI)	Beta 58	
36	VOCAL (MARIA)	Beta 58	
37	VOCAL (PANKO)	UHF BETA 58	
38	VOCAL (MAX)	UHF BETA 58	AVALON 737 vt
39	VOCAL (MARINA)	UHF BETA 58	AVALON 737 vt
40	VOCAL (RAMON)	SM 58	
41	AMBIENT PÚBLIC L		ONLY MONITORS
42	AMBIENT PÚBLIC R		ONLY MONITORS
43			
44	CD L		
45	CD R		

NOT FOR RIDE CONTRACTUAL USE

BACKLINE

The band will always need the following backline:

- 10 Rosco platforms (2 x 1m), height-adjustable
- 2 armless chairs for guitarists
- Black cloth for covering the front and the sides of the platforms
- 1 wooden platform for flamenco dance of 2 x 1,5 m and 2 cm thickness.

BACKLINE

1 BONGO, LATIN PERCUSSION
1 CONGA SET (CONGA+TUMBADORA L+TUMBADORA H) LATIN PERCUSSION, GIOVANNI HIDALGO.
1 BATAS KIT
1 BASS AMP (AMPEG, HARTKE SYSTEM, EBS FAFNER 8 X 100; 1 800W screen or 2 400W screens in any of the above-mentioned brands.
1 MIXER VESTAX PRO 07 OR PRO 05
1 TURN TABLE (VESTAX 2000)
1 CD PLAYER PIONEER (CDJ 1000)
1 SNARE DRUM 13' YAMAHA AKIRA JIMBO
1 SNARE 10' YAMAHA
2 SNARE STANDS
7 CYMBAL STANDS
1 DW BASS DRUM PEDAL
1 BASS DRUM 20' YAMAHA OAK CUSTOM
1 FLOOR TOM 16' YAMAHA OAK CUSTOM
1 TOM 10' YAMAHA OAK CUSTOM
1 SET CYMBALS ZILDJIAN A CUSTOM

- 2 SPLASH 8'
- 1 SPLASH 12'
- 1 CRASH 14'
- 1 RIDE 18'
- 1 CHINA 12'
- 1 CHINA 14'
- 1 HIHAT 13'

1 KURZWEILL PC88 KEYBOARD
2 KEYBOARD STANDS
4 SPANISH GUITAR STANDS
2 ARMLESS WOODEN CHAIRS

STAGE

- The stage must meet the following minimum requirements: 14 m. opening x 14 m. at the back, and a height of at least 2 mts.
- It must possess wings spacious enough for the F.O.H. position and monitor control to be mounted on the side.
- The stage must be always clean and free of cables.

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PLATFORM PLAN AND MONITOR CHANNELS

See attached rider.

LIGHTS

See attached rider.

PROJECTIONS

See attached rider.

LOCAL STAFF

The following local support staff will be necessary:

- One production manager with full power to make decisions about the production
- One electrician
- One sound engineer with full knowledge of the sound system
- One monitor engineer with full knowledge of the monitor system
- Two microphone assistants
- One lighting engineer with full knowledge of the lighting system
- **Two people for loading and unloading, to assist the band with the unload and stage backline, before and after the concert.**

SOUND CHECK

- The band will need **120 minutes** minimum for staging and carrying out a sound test. The front door, for having access the audience, will not open without the consent of the tour manager. If there is any problem unrelated to the group that may delay the sound test, the tour manager may delay the door opening if deemed necessary. The band's tour manager will have control over lighting levels in the venue.

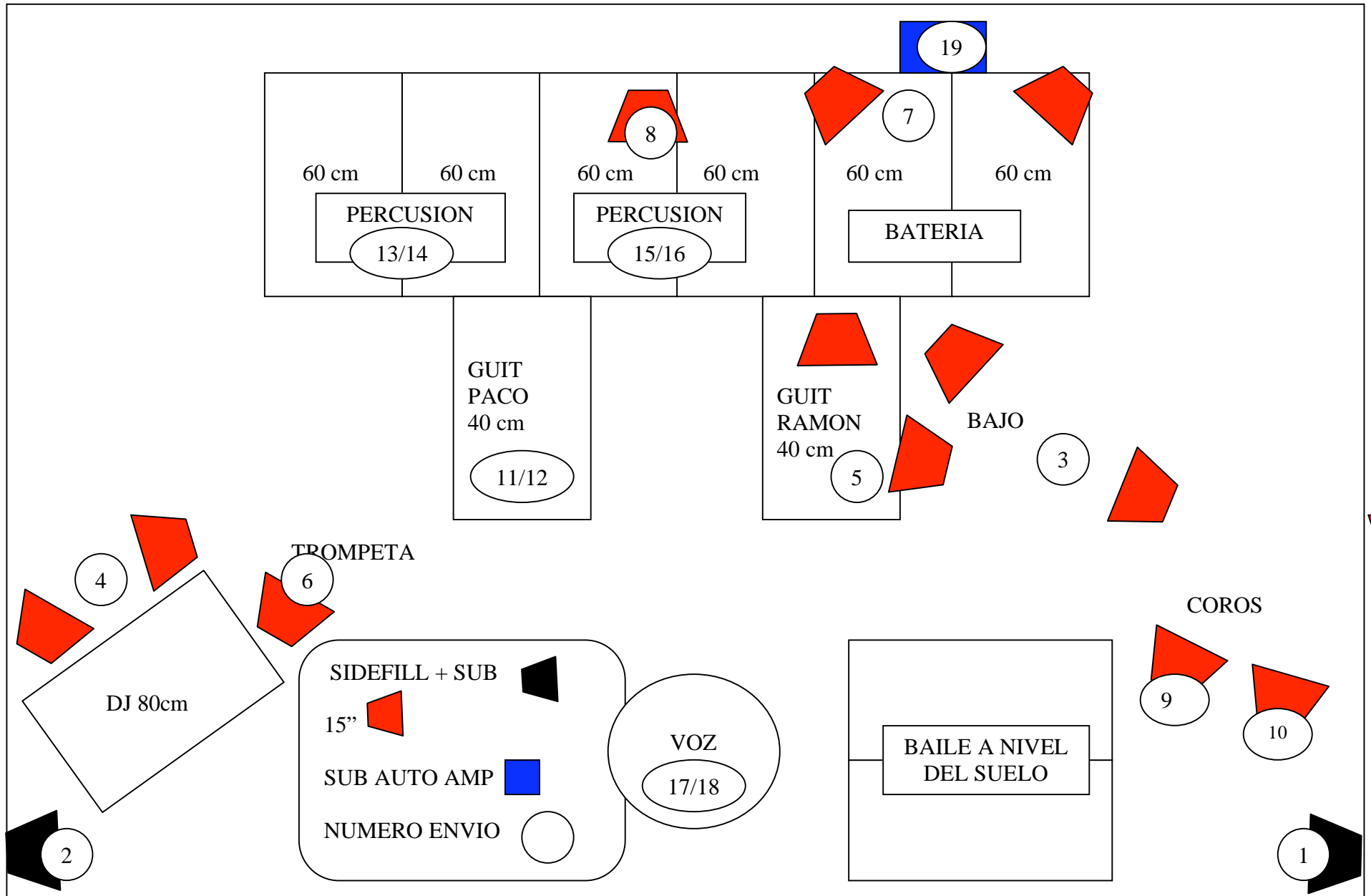
AGREED AND ACCEPTED

PURCHASER

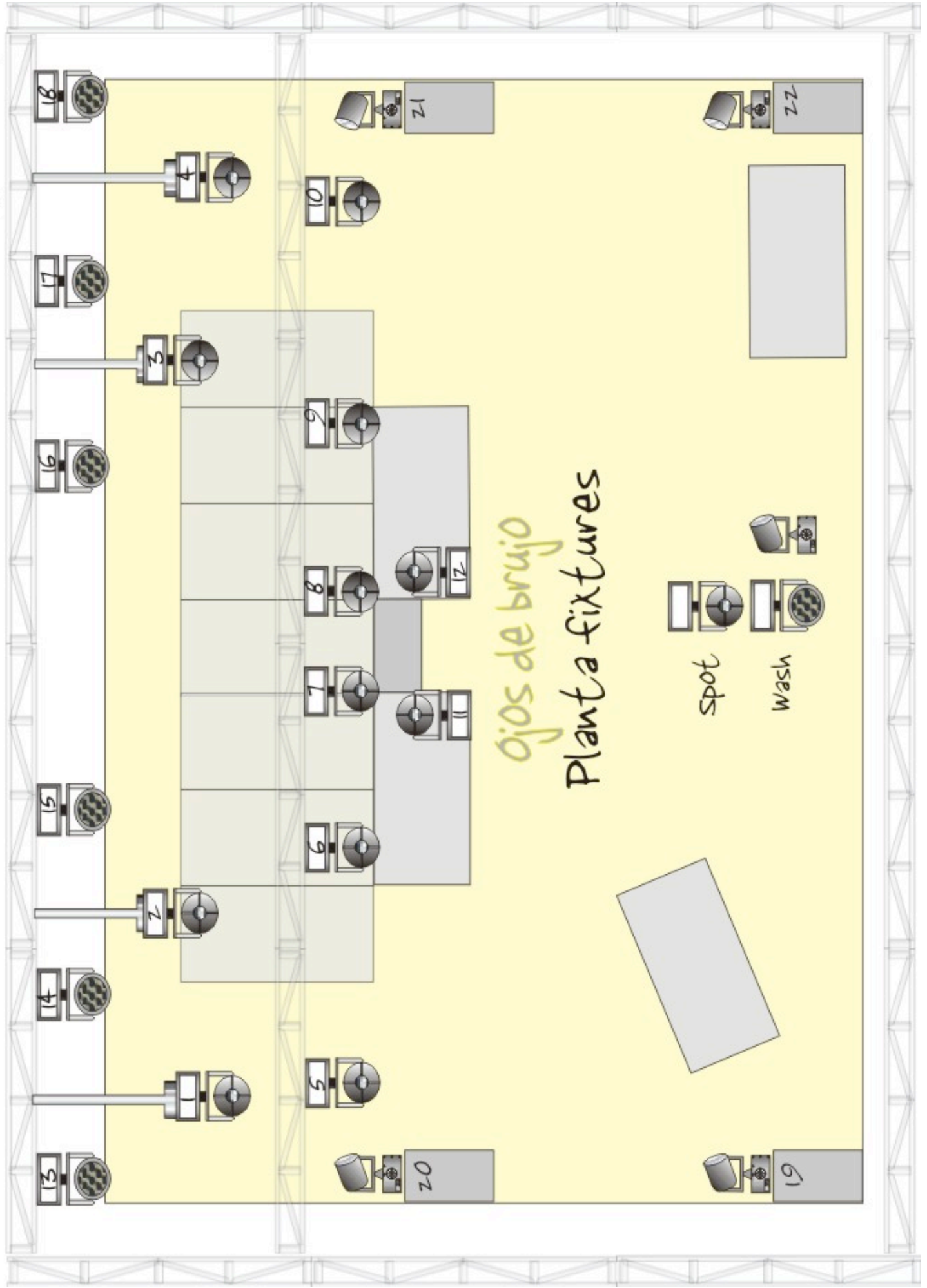
ARTIST

DATE

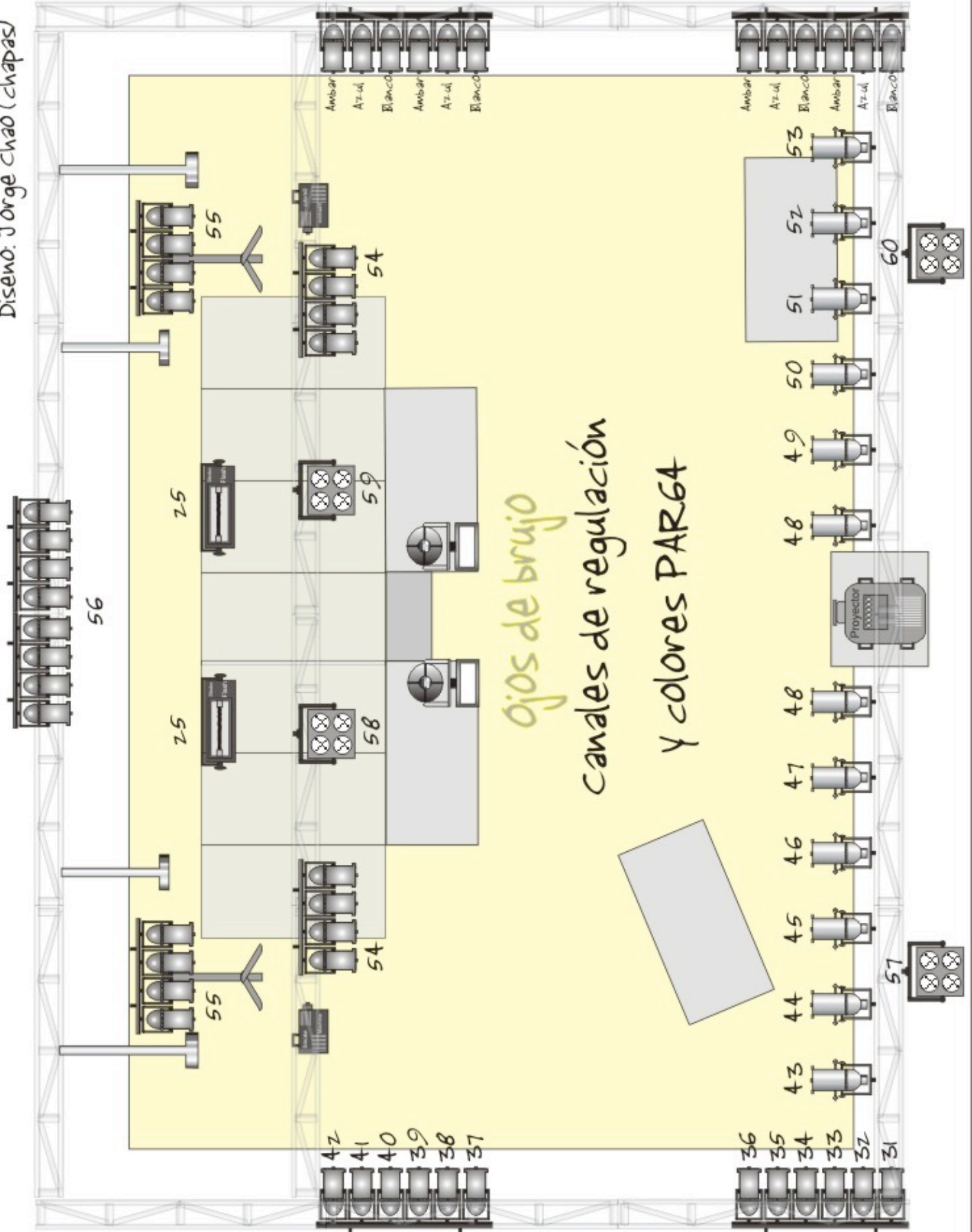
DATE



Diseño: Jorge Chao (chapas)



Diseño: Jorge Chao (chapas)



STAGE:

- **SCREEN** 3 m X 4 m with frame and **SUPPORT** for positioning up to 1,5 m. over the percussion platform (white for FRONTAL projection or transparent/translucent for RETRO)
- Video **PROJECTOR PAL XGA (or higher quality)** with minimum luminosity of 4500 lumens and vertical/horizontal keystone correction (trapezium), for example one Sanyo PLC-XP56 or a Christie LX 50. **Normal Optical** for RETRO (the projector must be over a dirigible support at the same level of stage and at a distance of 7-9 m. from the screen) and FRONT (the projector must be over a dirigible support, hung on a truss, elevated over the front of the stage at a maximum distance of 5 m. from the floor and at a distance of 7-9 m. from the screen) or **Angular Optical** (0.8:1) for FRONT and/or RETRO for smaller distances (from 3,5 m. to 5 m.) and **telelents óptico** (projector on the control; at a distance of 12-18 m. from the screen and at a distance of 20 m. or more from the far control.)
- **POWER POINTS** 220 V independent of sound and lighting.

CONTROL:

- **LARGE TABLE (1,5 m.) centered in the control area** for VJ material, above a TARIMA elevated approx. 50 cm, with a clear view of the stage for the cameras.
- **FEED** (220v)

VJ'S MATERIAL:

- **2 PORTABLE COMPUTERS** latest generation with out put video.
- **1 EXTERNAL HARD DRIVE**
- **1 VIDEO MONITOR 5'**
- **VIDEO MIXER**
- **2 CAMERA miniDV** on tripods.
- **CABLES** (several: bncs, y/cs, rcas, etc and adapters, small barrels, ts, etc)

If you have any questions at all, please don't hesitate to contact
André: + 34 620 99 38 07; andre@arcoyflecha.es

INFORMATION LIST OJOS DE BRUJO

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 SERVICES _____

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!