

**Cubano Be, Cubano Bop: Poncho Sanchez and his Latin Jazz Band
featuring CHRISTIAN SCOTT**

*PONCHO SANCHEZ LATIN JAZZ BAND and CHRISTIAN SCOTT
RIDER*

This rider is to be attached to and made part of the contract dated _____ between **PONCHO SANCHEZ and his Latin Jazz Band featuring CHRISTIAN SCOTT** hereinafter referred to as the "ARTIST" and _____ hereinafter referred to as the "PRESENTER"

Performance Date: _____
Performance Location: _____

Please read this rider carefully. It is a part of the attached contract for a performance by **PONCHO SANCHEZ and his Latin Jazz Band featuring CHRISTIAN SCOTT**. By signing it you are agreeing to supply him with certain equipment and working conditions that are essential to his performance. ARTIST agrees to furnish and PRESENTER agrees to accept for the engagement(s) hereunder the services of the ARTIST upon the conditions listed herein.

If PRESENTER has any problems or questions concerning any provisions of this contract and rider, ARTISTS' travel schedule and for technical problems, please contact Ivory Daniel at 818-841-3490 ext. 7 or ivory@regimeinc.com.

FOR ALL PROMOTIONAL NEEDS, PLEASE VISIT: <http://www.concordmusicpress.com>

Pre-engagement print ad package consisting of all advertising, interviews and previews, as well as post-engagement reviews to be mailed to ARTIST at:

IVORY DANIEL
c/o THE REGIME
105 W ALAMEDA AVE, #230
BURBANK, CA 91502
(818) 841-3490 ext 7
IVORY@REGIMEINC.COM

- 1.) The correct billing for ARTIST is as follows: **Poncho Sanchez and his Latin Jazz Band featuring CHRISTIAN SCOTT = 100%**. ARTIST shall receive top billing in any and all publicity releases and paid advertisements, including but not limited to programs, flyers, posters, signs, tickets, lobby boards and marquees.

2.) PRESENTER agrees to provide and pay for at his/her sole cost and expense:

A. AIR TRANSPORTATION for **Poncho Sanchez and his Latin Jazz Band**

Two (2) first class and (8) coach round trip non-stop airfares. Airline tickets must be coordinated with and approved by Rebecca Martinez at (562) 868-2602 and rebecca@ponchosanchez.com. Airline tickets must be able to be modified at no cost or liability to ARTIST due to schedule or personnel changes. Airline tickets should be mailed to Ivory Daniel at above address.

AIR TRANSPORTATION for **CHRISTIAN SCOTT**

One (1) first class round trip non-stop airfare. Airline tickets must be coordinated with and approved by Kacie Brandenstein (818-841-3490) Airline tickets must be able to be modified at no cost or liability to ARTIST due to schedule or personnel changes

PURCHASER will pay all airline fees and overweight charges, round-trip if so noted on contract. PLEASE NOTE: on flights returning to LAX, ARTIST prefers to depart between 11:00AM and 1:00PM and only AISLE and WINDOW seats will be acceptable.

PURCHASER will provide any and all necessary immigration clearances, work visas and paperwork that may be required by any government agency if concert is to be held outside of the United States.

B. GROUND TRANSPORTATION

Local Ground Transportation: Town car or limousine to pick up ARTIST, a 15-passenger van to pick up band and staff and (1) cargo van for equipment at airport upon arrival. Transportation remains available to ARTIST, band and staff through-out the day(s) of the show(s), and for ARTIST'S, band's and staff's return to the airport.

C. FEES

PURCHASER will pay all union fees, local and federal taxes; entry fees and airport departure taxes if any. The compensation on the contract is to be considered net to the artist. No fees of any kind to be deducted from this amount without written consent of ARTIST MANAGEMENT.

D. HOTEL

Two (2) deluxe suites with at least a parlor and a bedroom with king-sized bed, two bathrooms or at least a bath and one-half for ARTIST at a hotel of no less than four-star quality, e.g., Four Seasons, Ritz Carlton, Park Hyatt, etc., and eight (8) single rooms for band and staff. (24- hour room service is an ABSOLUTE NECESSITY).

E. FOOD

One hot meal, including one (1) chicken entrée and one (1) pasta entrée and a green salad, after sound-check and a full dinner after the concert at hotel restaurant or room service (or cash buy-out to be determined) for each traveling member to be provided by PRESENTER.

NOTE: ALL FLIGHT AND HOTEL ACCOMMODATIONS MUST BE PRE-APPROVED WITH ARTIST MANAGEMENT. PLEASE CONTACT ARTIST'S MANAGEMENT, Rebecca

Martinez AT (562) 868-2602 and rebecca@ponchosanchez.com. PLEASE CC IVORY@REGIMEINC.COM ON ALL CORRESPONDENCE!

F. HOSPITALITY

In ARTIST'S dressing room (which must include a private bathroom, a full length mirror and a closet or space for hanging clothes), PRESENTER to provide DARK towels, decaffeinated Coke and Sprite, 100% pure fruit juice (orange, cranberry & pineapple), bottled water, 1 bottle top shelf vodka (preferably Grey Goose or Ketel One), two (2) cases of either Tecate or Corona, one (1) case of Heineken and two (2) bottles of high quality merlot wine.

Also - Assorted snack foods (pretzels, chips, nuts, cookies, crackers, etc.)

- Deli tray with cold cuts, cheeses, crackers, chips, breads, fruits and condiments with enough to feed 12 people.
- **HOT MEAL**
Vegetarian, fish and chicken (no fast food, beef or pork) hot meals on each night of the engagement. One meal no cheese.

G. TICKETS

PRESENTER to provide twenty-five (25) complimentary tickets for ARTIST'S use. Any unused tickets will be returned in time to be sold for the performance.

- 3.) PRESENTER agrees to provide the following necessary band needs. (See attached Staging Detail on pages 6, 7, 8 and 9.)
- 4.) ARTIST and his management company have the final right of approval on any sound reinforcement system to be used for the performance(s) hereunder. PRESENTER will provide a detailed description (including all technical specifications) of the exact system at least six (6) weeks prior to the date of performance(s). Said sound system will be acceptable only if approval is granted by ARTIST'S MANAGEMENT.
- 5.) It is specifically agreed and understood that PRESENTER shall provide highly competent and qualified sound and light engineers. The ARTIST'S MANAGEMENT shall have sole and absolute authority to supervise the mixing and controlling of all sound and lighting equipment while ARTIST is performing.
- 6.)
 - A. PRESENTER agrees that on the day of the performance, the place of performance will be completely ready and available for load-in by artist and set-up at least eight (8) hours prior to performance time. At this time, PRESENTER agrees to provide at his sole cost and expense a minimum of two (2) stagehands for the loading-in of ARTIST'S equipment. These stagehands shall also be available immediately following the performance for the loading-out of the ARTIST'S equipment. At the time of the load-in, PRESENTER agrees to provide access to the place of performance and parking spaces for two (2) cars and one (1) van in close proximity and with direct access to the stage area. These parking spaces shall be available until two (2) hours after the performance is completed.

B. PRESENTER agrees to provide for a rehearsal and sound check to commence no later than six (6) hours prior to performance time. PRESENTER agrees to provide the same stage used for the performance hereunder, as well as all sound and lighting equipment. The stagehands and technicians shall also be available during each performance. Bottled water and juice to be available in artist's and band's dressing rooms during sound check.

7.)

A. PRESENTER agrees to provide and pay for two (2) private and comfortable dressing rooms, one for the ARTIST and one for the band and staff members. Each room shall be clean, dry, well lit, and heated or air conditioned as the weather shall require. They shall have at least two (2) 120-volt AC electrical outlets. Each shall contain a coat rack, tables and chairs, at least one (1) full length mirror with easy access to private lavatories which contain toilets and sinks, and are supplied with soap, toilet paper, paper towels and Kleenex tissues.

B. Dressing rooms will be made available to ARTIST'S representative upon their arrival and will remain available to ARTIST and his staff until one (1) hour after the close of the performance. PRESENTER shall be solely responsible for the security of items in the dressing room area, and shall keep all unauthorized persons from entering said area. Additionally, these rooms shall be capable of being locked and the key shall be allowed only to the ARTIST or his representative. PRESENTER shall provide a security person at dressing room area whenever ARTIST, band members, ARTIST'S representatives, or their property occupy said rooms.

8.) PAYMENT All payments by the PRESENTER to the ARTIST, required to be made under or pursuant to this agreement, shall be made in the form of CASH or a CASHIER'S CHECK(S) ONLY, AND MADE PAYABLE TO: "PONCHO SANCHEZ LLC " and shall be available prior to sound check. All payments shall be made as provided herein. In the event PRESENTER fails to make any payment or breaches any other provisions of this agreement, ARTIST shall have the right to withhold performance without prejudice to their rights hereunder. A breach clause contained in this agreement shall be deemed a material breach. If ARTIST elects to perform or to continue to perform notwithstanding breach of this agreement by PRESENTER, the performance shall not constitute a waiver of any claim the ARTIST may have for damages or otherwise.

9.) In the event that the terms of this Agreement do not include a percentage participation by the ARTIST, it is understood and agreed that said non-participation is predicated on the fact that admission prices to concert (or potential gross as stated on the face of the contract) must be a condition of the contract and adhered to.

In the event that the gross box office receipts and/or admission prices exceed those stipulated on the face of contract, PRESENTER must pay to ARTIST'S MANAGEMENT, on the night of the engagement, the total difference between the agreed potential gross and the actual gross.

10.) ARTIST shall have sole and exclusive control over the production and presentation of ARTIST'S performance with regard to staging, lighting, sound, wardrobe, material and accompaniment. ARTIST'S obligation hereunder is subject to detention or prevention by sickness, accident, means of transportation, acts of God, riots, strikes, labor difficulties, epidemics, any act or order of public authority, or any other cause, similar or dissimilar, beyond ARTIST'S control.

- 11.) ARTIST or his management company has the final right of approval on any and all supporting acts to be used on any engagement(s) where ARTIST is the headline attraction. Whenever said approval is required, a list of proposed supporting acts must be submitted to the management office no later than ten (10) weeks prior to said engagement(s).
- 12.) PRESENTER agrees that there will be no signs, placards, banners, or other commercial advertising material on or near the stage area during the entire performance, nor shall the ARTIST'S appearance be sponsored by or in any other manner tied with any commercial product or company without prior written consent of ARTIST or his management company. The PRESENTER further agrees that the name of the ARTIST will not be used in association directly or indirectly with any product or service without the ARTIST'S prior written consent.
- 13.) PRESENTER agrees that directly prior to ARTIST'S performance, there shall be no announcements or speeches of any kind without ARTIST'S prior consent. PRESENTER will provide an announcer to introduce ARTIST prior to his performance in a manner specified by ARTIST'S representative.
- 14.) NO PORTION OF THE PERFORMANCE(S) RENDERED HEREUNDER MAY BE PHOTO-GRAPHED, RECORDED, FILMED OR TAPED. PRESENTER AGREES THAT HE WILL NOT AUTHORIZE ANY SUCH RECORDING, NOR ADMIT TO THE PLACE OF PERFORMANCE ANY DEVICE THAT COULD BE USED FOR ANY SUCH AUTHORIZED RECORDING PURPOSE. WITHOUT LIMITING IN ANY WAY THE GENERALITY OF THE FOREGOING PROHIBITIONS, THEY ARE UNDERSTOOD TO INCLUDE MEMBERS OF THE AUDIENCE, PRESS AND PRESENTER'S STAFF. IF ANY UNAUTHORIZED RECORDING IS DISCOVERED DURING ARTIST'S PERFORMANCE(S), ARTIST SHALL HAVE THE RIGHT TO WITHHOLD PERFORMANCE WITHOUT PREJUDICE TO HIS RIGHTS HEREUNDER AND CONFISCATE ANY SUCH MATERIAL.
- 15.) PRESENTER shall provide adequate security personnel for the protection of the ARTIST and his band and staff. Such security personnel will be available during rehearsal, performance(s), and for at least one (1) hour after performance(s). ARTIST'S representative shall have sole control of placement of backstage security.
- 16.) ARTIST'S representatives, sound engineer, equipment crew and musicians shall be supplied with whatever identification and authorization which may be necessary for complete freedom of movement throughout the place of performance. These passes must be good for backstage, stage and dressing rooms, main audience area, and parking area. These passes shall be made available to ARTIST or his representative upon his arrival at the place of performance.
- 17.) ARTIST shall have the right to cancel this Agreement without liability upon notice to PRESENTER no later than forty-five (45) days prior to the date of the first performance hereunder, in the event that ARTIST secures a commitment for a motion picture, a major television guest appearance, a series of television performances, a "Special" television program, or a legitimate stage production, and such commitment would/might interfere or conflict with the engagement hereunder.
- 18.) PRESENTER agrees to provide:

- A. Any and all necessary permits, licenses and authorizations from any and all government agencies, bureaus and departments (federal, state and local).
- B. Any and all necessary immigration and customs clearances if engagement is to be performed outside The United States of America.
- C. Any additional musicians who may be required by the local musician's union in whose jurisdiction the engagement hereunder is being played.

- 19.) This Agreement may not be changed or altered except by an instrument in writing signed by the parties. This Agreement shall be construed in accordance with the laws of the States of Illinois and California, and in accordance with the rules and regulations of the American Arbitration Association governing the member panels.
- 20.) In the case of any conflict of terms, the terms contained in this rider shall prevail over any other, including any printed, hand-written, or typed terms located elsewhere in this contract. ALL TERMS OF THIS RIDER ARE SPECIFICALLY ACCEPTED BY PRESENTER UNLESS THEY ARE WAIVED BY ARTIST OR ARTIST'S MANAGER, IVORY DANIEL. Such waiver shall be effective only if initialed by both ARTIST MANAGER and PRESENTER.
- 21.) Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and the PRESENTER shall remain liable for payment of the full contract price, even if the performance(s) called herein are prevented by such weather conditions.
- 22.) PRESENTER shall indemnify and hold ARTIST, management, 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 PRESENTER in connection with any claim for personal injury or property damage, brought by or on behalf of any party in connection with the engagement. PRESENTER further agrees to provide public liability and workman's compensation if required.
- 23.) Pertaining to any outdoor performances: in the event of rain or inclement weather, PRESENTER is responsible for providing ARTIST with a safe and securely covered stage, permitting the ARTIST to perform without hazard, as PRESENTER is obligated to pay ARTIST full compensation as specified on the face page of this Agreement.
- 24.) ARTIST reserves the right to sell merchandise at all performances and by signing this agreement, PURCHASER agrees that ZERO commission will be paid on these sales.

NO PART OF THIS RIDER WILL BE CONSIDERED DELETED WITHOUT ARTIST'S MANAGER, IVORY DANIEL'S, INITIALED ACCEPTANCE!

AGREED AND ACCEPTED:

PRESENTER

PONCHO SANCHEZ
c/o IVORY DANIEL

PONCHO SANCHEZ TECHNICAL RIDER

PURCHASER agrees to supply the following equipment at no cost to ARTIST:

A.) Conga Drums: PONCHO SANCHEZ exclusively plays:
REMO Poncho Sanchez Signature Series Model: One (1) Super Tumba , One (1)
Tumba, One (1) Conga.

Acceptable Exceptions: REMO Poncho Sanchez Signature Series Model Two (2)
Tumba, One (1) Conga.

B.) A Steinway acoustic grand piano or baby acoustic grand (Yamaha, Baldwin & Kawai
acceptable substitutions) Piano - TUNED ON THE DAY OF PERFORMANCE TO A440
PITCH!

When grand piano is not available, a Kurzweil PC88 Digital Piano w/ piano bench, quick
lock double tier keyboard stand is acceptable. Sustain Pedal and all power & audio cables
must be provided!

C.) Roland VK7 B-3 Simulator Keyboard

D.) One (1) keyboard amp with two channels, 12" or 15" speaker with high frequency
driver. (NO PEAVEY!)

E.) One (1) bass amp – GK800RB w/ GK 410BLX-II and GK 115BLX-II cabinets and 15"
SWR speaker stack.

F.) 22" Bass drum; REMO, DW or Yamaha are acceptable

G.) Complete set of LP Tito Puente model Timbales 14" & 15" with all hardware and a bell
mount kick pedal: DW or Yamaha with two (2) Boom type cymbal stands.

H.) Two (2) Fully Adjustable (heavy duty) Round seat drum thrones.

I.) Seven (7) music stands with lights

J.) Complete sound system to cover performance hall of venue with Pro Audio quality
components:

1. Mixing Console (32 Channel Minimum); i.e. Yamaha PM5D, PMID, 4K or Midas.
2. High quality speaker system; i.e. Vdosc, Apogee, EAW, Meyers, JBL (Flown Line
Array System ONLY)

3. Processing: Stereo EQ's 1/3 Octave; i.e. BSS, Klark-Teknik or better. One (1) Dual Gate unit, eight (8) DBX 166 compressors and 3 effects units (Yamaha or Lexicon)
4. A 24 Channel on stage monitor mixing console (same quality as FOH) with 10 on stage mixes, 1/3 Octave EQs per mix.
5. Monitor Speakers: Ten (10) BI-Amp Monitor speakers; i.e. Clair Bros, EAW, JBL. Cabinet examples: 1) 15" speaker with 2" horn or single 12" with a 2" horn), Stereo side fills requested for concerts.
6. Microphone selections: See microphone input chart

NOTE: ALL INSTRUMENT PATCH CABLES, MULTI-OUTLET AC BOXES AND SPARE TIMBALE HEADS ARE NEEDED! IF STAGE IS NOT WOOD, A 4X4 ½ PIECE OF PLYWOOD IS NEEDED FOR CONGAS TO SIT ON. PLEASE MAKE SURE ALL RENTAL GEAR IS PROFESSIONAL QUALITY AND IN GOOD WORKING ORDER! FOH MIX POSITION SHOULD BE 75 TO 150 FEET FROM STAGE IN CENTER OF THE ROOM AND IN REASONABLE VIEW OF THE BAND! SOME VENUES MAY REQUIRE A RAISED PLATFORM, SPEAKERS SHOULD BE RAISED OF THE GROUND AND ANGLED FOR NOMINAL LISTENING WHENEVER POSSIBLE (MIX POSITION SHOULD ALWAYS BE IN THE OPEN ROOM SETTING. TWO LOADERS SHOULD BE AVAILABLE FOR LOAD IN AND LOAD OUT! EQUIPMENT LIST SUBJECT TO UPDATES AS NEEDED. ARTIST TRAVELS WITH A SOUND ENGINEER ALL OTHER TECHNICAL STAFF REQUIRED FOR PERFORMERS MUST BE PROVIDED BY PURCHASER.

TECHNICAL SPEC FOR CHRISTIAN SCOTT

Trumpet Mic:
First Choice: AKG 414

Cubano Be, Cubano Bop: Poncho Sanchez and his Latin Jazz Band featuring CHRISTIAN SCOTT
Contact Sheet

Management:

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CHRISTIAN SCOTT Manager

Ivory Daniel