

MIKE HERNANDEZ MUSIC CONTRACT RIDER

RIDER TO CONTRACT DATED _____ BY AND BETWEEN, **MIKE HERNANDEZ MUSIC**

HEREINAFTER REFERRED TO AS ARTIST AND _____ HEREINAFTER

REFERRED TO AS **PURCHASER**, FOR ENGAGEMENT AT (VENUE) _____
IN (CITY) _____ (STATE) _____ ON _____.

GENERAL RIDER AGREEMENT

1. BILLING

When ARTIST is headlining, ARTIST shall receive 100% headline billing in all advertising and publicity, including but not limited to air time, newspaper and trade advertisements, fliers, posters, marquees, etc.

2. ADVERTISING

A. PURCHASER shall use only photographs, ad mats, advertising materials approved and supplied by ARTIST Agency/ Management.

B. There will be no signs, placards, banners or any advertising material on or within (50) feet of the stage, nor shall the name MIKE HERNANDEZ MUSIC be used or associated directly or indirectly with any product or service without the ARTIST'S management written consent.

C. There shall be no radio station or any other party presenting, promoting, co-promoting or sponsoring above engagement without ARTIST'S management written permission.

3. APPROVAL OF OTHER ACTS

PURCHASER agrees that any opening acts for the **MIKE HERNANDEZ MUSIC** must be approved by: **MIKE HERNANDEZ MUSIC, 432-331-2541**

A. PURCHASER agrees that when ARTIST is billed as the headline, co-headline, or closing act, that ARTIST shall have the right of prior approval of all co-headline, opening, special guests, and/or other acts, scheduled or replacement, for all shows. PURCHASER agrees to supply ARTIST with a list and biographical material on all "other acts" being considered on all shows.

B. PURCHASER agrees that ARTIST'S staging and equipment set-up overrides opening acts staging and equipment set-up. PURCHASER shall inform ARTIST of any special effects including, but not limited to, pyrotechnics, fireworks, backdrops, and set pieces to be employed by support acts on the show. ARTIST shall have final approval of their use. PURCHASER also agrees that ARTIST'S Tour Manager shall have complete control of all opening acts stage setup, sound check schedule, and show schedule.

C. PURCHASER agrees that all other acts will supply their own band equipment, audio equipment, and audio technicians.

4. MERCHANDISING

PURCHASER shall supply the following at NO COST TO ARTIST.

A. One (1) or more Merchandise vendors.

B. A well-lit and secure, 10 X 10 area.

- C. 115 volt, 15 amp electricity available.
- D. Two (2) eight foot (8') tables and two (2) chairs.
- E. The merchandise selling area should be easily visible to the public from the main entrance and exit. PURCHASER agrees that its arrangement for presenting the engagement provided for herein shall prohibit the sale of souvenir of similar merchandise, t-shirts, hats, sweatshirts, pictures, etc. in the venue, venue building or venue parking lot, in connection with the engagement other than ARTIST'S official merchandise furnished by ARTIST. The PURCHASER and/or venue cannot sell or manufacture any items with "MIKE HERNANDEZ MUSIC" logo or any facsimile, name or likeness without prior written permission from ARTIST or authorized representative.
- F. ARTIST reserves the sole and exclusive right, but not obligation, to sell souvenir booklets, DVD's, CD's, Pictures, T-Shirts, hats, and other related souvenirs. All receipts from sales shall belong exclusively to ARTIST.
- G. PURCHASER agrees that there shall be no percentage charge to ARTIST in connection with merchandise sales.

5. SECURITY

- A. PURCHASER shall guarantee a minimum of (2) security officers at all time to insure the safety of ARTIST'S personnel, instruments, personal property, vehicles, front of house mix positions, etc. from stage call, during the show, and until completion of load-out. PURCHASER shall supply one security guard per dressing room, one (1) hour prior to performance and until ARTIST departure.
- B. PURCHASER agrees to instruct all security officers to keep the venue clear of all unauthorized personnel prior to show doors, and secure the backstage entrances and area from stage call until the completion of load-out.
- C. Backstage access shall be cleared and supervised by ARTIST'S Tour Manager. ARTIST'S Tour Manager will supply backstage passes were applicable.
- D. PURCHASER agrees that if the ARTIST chooses to sign autographs, PUCHASER shall provide two (2) security personnel to escort the ARTIST to and from the autograph signing area or as directed by ARTIST'S tour manager. ARTIST reserves the rights to cancel any meet and greet if ARTIST deems situation unsafe, not secure, inappropriate, or undesirable.

6. LODGING

PURCHASER agrees to provide lodging at a "Four Star" hotel. PURCHASER is to provide at no cost to ARTIST a total of four (4) Clean Up Rooms to be as follows: One (1) King Single and Three (3) double rooms. In the event that the ARTIST must stay overnight, the PURCHASER will provide at no cost to the ARTIST a total of Six (6) rooms to be as follows: Six (6) single king rooms. The Hotel is to be located no more than 20 minutes from venue. Hotel Rooms must be available for early check-in before noon. In the event early check-in is not available, rooms must be held from the day before arrival. Upon arrival, Hotel is to have keys prepared with a copy of the rooming list for each room that will be provided by the Tour Manager before arrival. Hotels must have Bus Parking, Free in room High Speed Internet, restaurants within walking distance and work-out facilities. PURCHASER is to pay for room and taxes only.

7. PERSONAL APPEARANCES, INTERVIEWS, BROADCASTING, VIDEOTAPING, MEET AND GREET, ETC.

- A. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews, or other such promotion without prior consent of ARTIST MANAGEMENT. Any "Meet and Greet" sessions to be scheduled for the "Day of Show" must be cleared by the tour manager and will be discussed when advancing the show.

8. COMPLIMENTARY TICKETS

In addition, PURCHASER must provide ARTIST with twenty (20) complimentary tickets for Mike Hernandez Music per show within the first ten (10) rows, the unused portion of which may be placed on sale the

day of performance with the permission of ARTIST. No exceptions unless approved by ARTIST'S Management: MANAGEMENT GROUP (615) 866 - 2364

9. PREEMPTION

- A. If PURCHASER fails to comply with any of the terms, conditions or requirements of this contract, rider, or technical rider, ARTIST shall not be required to perform, and any deposits received by ARTIST shall not be refundable to PURCHASER.
- B. ARTIST shall have the right to cancel this engagement without liability upon written notice to PURCHASER not later than thirty (30) days prior to the date of the engagement, for the purpose of television, motion picture, Nevada type engagement, Broadway NY, regional or national tour with a national touring act which would interfere or conflict with the engagement.

10. SPONSORSHIP

All forms of sponsorship, whether part of an outgoing series or specifically for ARTIST'S show, must be authorized and approved by ARTIST management.

11. MODIFICATION OF CONTRACT

It is understood and agreed that this contract may not be changed, modified, or altered, except by an instrument in writing, signed in accordance with the laws of the State of Tennessee. This contract may not be assigned, changed, modified, or altered except by an instrument in writing signed by both parties. Any changes or modifications made by the PURCHASER to this contract and rider may automatically void this contract at the ARTISTS discretion. Nothing in this agreement shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild or similar body having jurisdiction over services of ARTIST or over the performances hereunder. Whenever there is a conflict between any provisions of this contract and any law, or any such rule or regulation of any such union, guild or similar body, such law, rule or regulation shall prevail, and this contract shall be modified to the extent necessary to eliminate such conflict. This is the sole and complete agreement between the parties with respect to the engagement. Nothing in this contract shall be construed to constitute the parties as 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.

12. INCLEMENT WEATHER

Notwithstanding anything contained herein to the contrary, PURCHASER shall remain liable for payment of the full contract price regardless of any cancellation of the engagement or non-performance by ARTIST by virtue of inclement weather. ARTIST shall have the sole right but not obligation to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe solely as it relates to ARTIST, and ARTIST shall have no obligation to perform in any such event; provided, however, that ARTIST'S decision to perform shall not be deemed to be a warranty that said conditions are not hazardous or unsafe as it relates to the attendees, the decision of which shall rest solely with purchaser and for whom PURCHASER shall remain solely responsible.

13. OUTDOOR SHOWS

The PURCHASER agrees that in the event this show is not presented because of inclement weather, the ARTIST must still be paid in full, provided the ARTIST is present and ready to perform at the designated time as specified in this contract. In case of rain, lightning, or standing water on the stage, ARTIST reserves the right to delay the show or cancel and be paid in full. ARTIST'S management highly recommends the purchase of "Rain Insurance" by the PURCHASER for outdoor events.

14. REPRODUCTION OF PERFORMANCE

PURCHASER will deny entrance to any persons carrying audio or video recording devices 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. Still photography is allowed.

15. PURCHASER ASSUMES LIABILITY

Except as otherwise herein specifically provided, PURCHASER hereby assumes full liability and responsibility for the payment of any and all cost, expenses, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the show or shows in which ARTIST is to appear hereunder.

16. BOX OFFICE PROVISIONS

In cases where the ARTIST is being paid on a percentage bases, PURCHASER agrees to deliver to the ARTIST'S representative, PERRY MUSIC GROUP, (615 866 - 2364 at least two (2) weeks prior to date of performances, a plot plan and printer's manifest of the house (notarized, signed statement from the printer of tickets, listing amount of tickets printed at each price). PURCHASER further agrees to show, for counting and verification by representative of the ARTIST, all unsold tickets. ARTIST shall be compensated for the difference between the number of tickets printed as shown by the ticket manifest. If PURCHASER shall violate any of the preceding provisions of the paragraph, it shall be deemed that PURCHASER has sold a ticket for each seat in the house (and any permitted standing room) at the highest ticket price for which the house is scaled. PURCHASER further agrees to give said representative the right to enter the box-office at any time (during and after the performance) and to examine and make extracts from the box-office records of PURCHASER, relating to the gross receipts of this engagement. A written box-office statement certified and signed by the PURCHASER, will be furnished to ARTIST within two (2) hours following each performance. PURCHASER may not sell tickets to performance herein as part of a subscription or other type of series of other concerts, without written consent of ARTIST.

17. TAXES

PURCHASER shall pay and hold ARTIST harmless of and from any and all taxes, fees, dues, etc. relating to the engagement hereunder and the sums payable to ARTIST shall be free of such taxes, fees dues, etc.

18. INDEMNIFICATION

- A. PURCHASER agrees to indemnify and hold harmless ARTIST and her 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 consequence of the Engagement.
- B. PURCHASER shall also indemnify and hold harmless ARTIST and her 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, damage, loss or destruction caused by Act of God.

19. PARKING AND TRANSPORTATION

- A. PURCHASER shall provide parking immediately adjacent to stage door One - forty-five foot bus with a 16 foot trailer. Shore power shall be made available for ARTISTS' bus.
- B. PURCHASER shall provide at no cost to ARTIST an exclusive designated Runner\Driver and one (1) SUV passenger vehicle to provide transportation for the ARTIST, Band, Crew, and Drivers. The designated Runner\Driver shall report to the Tour Manager by the advanced Load - In time (usually 12 noon) and be available all day until after the show is over and all pick-ups are completed. PURCHASER agrees to provide comprehensive and liability insurance on all vehicles naming MANAGEMENT GROUP (f/s/o Mike Hernandez Music) as an additional insured. ALL DRIVERS that will transport Mike Hernandez Music, stage crew, bus drivers, and/or management personnel must possess a valid driver's license and be knowledgeable of the surrounding areas of the engagement.

20. PURCHASER'S REPRESENTATIVE

PURCHASER agrees to furnish at no cost to the ARTIST, or a show expense, a representative, capable of making any decisions pertaining to the ARTIST'S engagement from the time of arrival of the production equipment including any outside staging material through the time of its departure. During the performance, PURCHASER'S representative will remain in the immediate backstage area and must be in constant contact with the ARTIST'S representative.

MIKE HERNANDEZ MUSIC MUSIC DRESSING ROOMS AND CATERING

21. DRESSING ROOMS

- A. PURCHASER agrees to provide minimum one (1) clean, well-lighted dressing room, equipped with washroom, *Full Length Mirrors*, electrical outlets and adequate tables and chairs. The room to be designated as "Mike Hernandez Music" dressing room. The "Mike hernandez Music" dressing room is to be catered as provided in this rider under "CATERING". The Dressing room should also meet the following description: Dressing room should be well prepared, carpeted, and nicely furnished with a couch, matching chairs, coffee table, end tables, working lamps, wall pictures or paintings, etc.; creating a home like atmosphere, "A room that any Star would be proud to be seen in."

22. CATERING

- A. PURCHASER agrees to provide the following dressing room refreshments, which are to be placed in the "Star" dressing room or Greenroom by sound check time (normally 3:00 PM). All refreshments are to be set up in a professional catering style on large tables with tablecloths. All unused refreshments will be transferred to the ARTISTS bus, after the show is over by the ARTISTS staff. Therefore, no refreshments are to be removed from the dressing rooms by the Catering Staff until after the ARTISTS load out is completed. Room is to be furnished as follows:

ARTISTS & BAND DRESSING ROOM

- | | |
|---|---|
| 1 six-pack on ice: Coke Classic, Diet Coke, Sprite. | 1- |
| 1 case (24) of 11.2 oz. Bottled water | 1 Bottle Of Hand Sanitizer |
| (Only 6 of the Bottled Water on ice) | Real Drinking Glasses and Coffee Cups |
| Bucket of fresh ice | Hot Coffee and Hot Water for Tea |
| 1 12 oz. Bag of Ruffle Potato Chips | Condiments: Tea Bags, Honey, 2% Milk, Sugar, |
| 1 Sandwich Deli Tray with Turkey, Ham, & Cheese | Sweet & Low, Silver spoons, knives, etc. |
| 1 | Fruit Basket: Bananas, Oranges, Apples, Grapes etc. |
| 1 | REPEL Bug Spray with DEET on All Outdoor Shows |
- B. *PURCHASER agrees to provide a Hot Lunch and drinks for all Mike Hernandez Music Crew (approximately 2 Mike Hernandez Music Crew). Lunch should be served from approximately 1:00 PM until 3:00 PM. Usually: Soup, sandwiches, chips, crackers, or hamburgers, hot dogs, French fries, cold drinks, all condiments, etc. All meal times will be advanced.
- C. *PURCHASER agrees to provide Hot Dinner and drinks for all ARTIST, Band, Crew, and Stage Hand personnel (approximately 5 Mike Hernandez Music people). The dining area for dinner should be set up in a professional catering style using table cloths and table decorations or center pieces. The meal usually consisting of: Choice of 2 hot meats (one to be Broiled or Grilled Fish), 2 hot vegetables, green tossed salad, salad dressings, dinner rolls or bread, desert, all drinks, all condiments, etc. Dinner should be served from 5:00 PM until show time. Dinner will be advanced by the Tour Manager, prior to the show date to suggest a menu for that days dinner selections. NOTE: Please wrap 1 Dinner *TO GO* for the bus driver and deliver the dinner to the Tour Manager. This dinner is included in the total dinner count above.

MIKE HERNANDEZ MUSIC TECHNICAL RIDER REQUIREMENTS

(All items in the section are ALWAYS be supplied by the PURCHASER at no cost to the ARTIST.)

23. FLY DATES

On all "FLY DATE" engagements, PURCHASER agrees to furnish all Set Pieces, Risers, Backdrops, Sound and Lighting requirements that are herewith this contract rider, and all Band Member Back-Line Gear (1 Acoustic Guitar, 1 Bass Amp, 2 Electric Guitar Amps, 1 complete 5 Piece Drum Kit including all hardware and cymbals, 5 guitar stands, etc.) at no cost to the ARTIST. All back-line gear must be available and delivered in the AM to the venue on the Day of Show and upon inspection, be in good working order.

All Production aspects and back-line will be advanced prior to the engagement by:

24. STAGE

One 32 x 24 foot, flat smooth carpeted stage. Two Sound Wings separated from the stage. Placement will be 6 ft. down stage and 6 ft. off stage (left and right). This House Speaker Placement pertains to Sound Wings and Flown systems. If your stage is a permanent structure in a smaller venue, ARTIST Tour Manager can pre-approve the stage size when the offer is made and before the contract has been issued. Please call for approval.

25. OUTDOOR STAGE ROOFS

PURCHASER agrees to provide a 40 x 40 foot Load Bearing Stage Top on ALL outdoor stage shows (No Exceptions) to protect the stage performance area from inclement weather. Three portable Easy-Up type coverings measuring 10' deep x 20' wide x 8' tall with side walls to adequately cover the Front of House Mix Position, Monitor Mix Position, and The Guitar Station Position. Also, 2- 100' x 10' rolls of plastic covering must be provided for musical equipment.

26. ELECTRICITY

PURCHASER agrees to supply all power for the stage. Power must meet the specifications stated below. PURCHASER shall further provide an adequate earth ground on all stage AC for all musical instruments and electrical equipment to prevent electrical hazards. If an adequate power source is unavailable, 2 power generators will need to be rented that meet the following power requirements:

- 1 - 400 amp. 3 phase service - Conventional and Moving Light package (stage right rear corner)
- 1 - 200 amp. 3 phase service - All Sound (stage left rear corner)

27. FLY RAIL SYSTEMS

At all theater shows, the ARTIST will make use of the existing fly rail system for the lighting, props, and soft goods that are used for the show. If a fly rail system is not available, the items below must be supplied under TRUSSING, MOTORS, ETC. and RIGGING.

28. STAGE CALL, SET-UP AND SOUND CHECK

- A. PURCHASER agrees to allow ARTIST a mandatory two (2) hour sound check, to be completed prior to the opening of the venue doors and admission of ticket holders.
- B. PURCHASER or his representative must be present from Load-in until Load-out.
- C. All equipment supplied by the PURCHASER must be available to the ARTIST at Load-in (am).
- D. ARTIST will have access to stage for sound check and/or rehearsal not less than four (4) hours prior to the opening of the house. House doors must NOT be opened without approval of ARTIST representative.
- E. PURCHASER agrees to provide (4) *EXPERIENCED, QUALIFIED, SOBER* "Stage Hands".
Volunteers with no knowledge of staging or Children (anyone under the age of 18) are NOT acceptable.

29. FRONT OF HOUSE MIX POSITIONS

PURCHASER agrees to provide secured house sound and lighting mix positions that are no more than 125 feet from the front edge of the stage and centered on the stage. The mix position requires a 6-12 inch riser platform that is 20 foot wide x 12 foot deep, OR divided into two areas 12' x 12' at 12" and 24" heights, and should be positioned behind the last rows of floor seats. Outdoor shows such as Fairs or Festivals must provide a covered structure mix position to guard the equipment against sun and rain. All mix positions must be barricaded from the public. Security officers will need to be present during the performance.

HERNANDEZ MUSIC SOUND SYSTEM REQUIREMENTS

NOTE: If your show is at a smaller venue or booked as an "Acoustic Show", ARTIST Management can pre-approve a smaller sound package when the offer is made and before the contract has been issued. The Sound System will need to be the appropriate size for the venue and of professional quality. Please call the Artist Management for approval.

30. AUDIO SNAKE FOR FRONT OF HOUSE

PURCHASER agrees to supply 1 - 250 ft., 40 channel audio snake with 6 return drive lines. This snake should be transformer isolated on all 40 channels.

31. SPEAKER SYSTEM FOR FRONT OF HOUSE

PURCHASER agrees to provide front of house speaker system for indoor venues larger than 3000 seats and all outdoor venues. The provided speaker system must meet professional speaker system specifications and must be approved by ARTIST'S tour manager prior to contracting the company providing the system. Acceptable systems are: Meyer MSL 3's, or 4's, UPM's, with subs, JBL Vertec and V'Dosc Line Array, Martin Speaker System (1996 or later version), Clair Brothers or Showco FOH rigs. All systems will have to be approved. The house system will be a 3 or 4 way active system capable of producing 112db of undistorted sound at the house console. The house speaker system must be flown when possible. Speaker placement will be 6 ft. down stage and 6 ft. off stage (left and right). This speaker placement pertains to both Sound Wing or Flown systems. No Sub-low cabinets are to be placed on the stage deck or under the stage. Configurations of 16 High- Mid and 8 Sub Low cabinets with all rigging, motors, and fly hardware. At least 6 other High-Mid cabinets to be used as front or side fills speakers.

32. HOUSE CONSOLE

The house console will be a minimum 32 channel analog console with no less than 8 sub groups or VCA's, 8 Aux sends, and 4-Band Parametric EQ per channel. The preferred consoles are the Midas H3000, Midas H2000, Midas XL 4, Midas Verona, Yamaha PM 4000, Soundcraft,, Digital Yamaha PM5 Drh . House console position should be no more than 125 feet from the front edge of the stage and centered on the stage.

33. HOUSE OUTBOARD EQUIPMENT

- 2 - 1/3 Octave Stereo EQ's (Klark Teknik DN3600 preferred)
- 2 - Digital Reverb Units (2- Yamaha SPX-990's preferred)
- 1 - TCM 2000
- 4 - Compressor/Limiters (DBX 160 or 166, Klark Teknik, or BSS)
- 1 - Drawmer 1962 compressor
- 1 - Summit DCL 200
- 1 - Summit TCL 100
- 4 - Noise gates (Klark Teknik 514, BSS, Drawmer, or Aphex)
- 1 - Digital Delay (Lexicon PCM 42)
- 1 - CD Player
- 1 - CD Recording Deck and compatible Media (for recording the show)

34. MONITOR CONSOLE

The Monitor system will be a digital Yamaha console with no less than 12 monitor mixes available. The preferred consoles are the Yamaha M-7CL 48, or the Yamaha PM5 Drh monitor console. For "Acoustic Shows" an analog console can be used and must be pre-approved by the Management before contract signing.

35. EAR MONITOR SYSTEM (FLY DATES ONLY!)

6 - "Sennheiser ew300 IEM G2 or G3 " Wireless Stereo ear monitor systems, Belt packs for all units. Please supply any necessary antenna system. All units are to be UHF frequencies in the 500 – 600 Hz frequency range that are compatible with each other. On "Acoustic Shows" the band will be on amplified wedge mixes, and the ARTIST will be the only performer on Ear Monitors.

36. POWER DISTRO

Audio company should supply 1 - 200 amp power distro, three phase, that will sufficiently power the entire Audio system and band equipment stage drops. 150 ft. of feeder cable should come with the distro.

37. WIRELESS MICROPHONES, MICROPHONES, AND DI's

Acceptable microphones will be of professional quality. Brand names such as Shure, Audix, Beyer, AKG, and Sennheiser. 4 (four) wireless microphones must be Shure UHF Professional models with Shure Beta SM 58 Heads. Acceptable models are UHF-R, UR2/KSM9, UR2/BETA58, UR2/SM58, U1-UA, U1-UB (nothing in the

700 Hz frequency range). DI's will be active (powered), and professional quality. Brand names such as BSS, JB, and Countryman are acceptable. (See our Input List for preferred microphone applications and for DI placement)

38. AUDIO INTERCOM

Audio intercom placed at 3 stations: House Console, Monitor Console, and Guitar/Prompter Station.

MIKE HERNANDEZ MUSIC LIGHTING REQUIREMENTS

There are no specific requirements on lighting. We ask that the package be appropriate for the size of the room / performance area and that there is enough provided to properly illuminate a full 5-6 piece band on stage or 1-2 for an acoustic performance. All lighting will be discussed with the tour manager during show advance.

Any changes, modifications, or questions about the specifications contained in this contract rider should be directed to the persons named in charge of their area. All changes must be approved before signing is finalized.

AGREED TO AND ACCEPTED:

AGREED TO AND ACCEPTED:

PURCHASER

ARTIST OR ARTIST REPRESENTATIVE

TOUR CONTACT

Mike Hernandez Music

PO Box 428

Graham, Tx 76450

Office: (432)331-2541 Email:
info: mshcoyote@aol.com