



Richard Bona with Alfredo Rodriguez Trio Contract Rider

This rider is a legally binding addendum to the attached contract for ARTIST. Any breach of the terms and conditions of this rider constitutes 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. Any questions or requests for modification of the terms herein should be directed to:

Thomas Duopr - Quincy Jones Productions

tduopr@quincyjones.com - +1 (310) 471-4353

Brittany Palmer - Quincy Jones Productions

bpalmer@quincyjones.com - +1 (310) 471-4353

A. ADVERTISING AND PROMOTION

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

RICHARD BONA & ALFREDO RODRIGUEZ TRIO (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.

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 shall not make any commitments on ARTIST's behalf for any promotional activities, personal interviews, or personal appearances (including pre/post-concert activities) without the prior express consent from ARTIST. All such commitments must be cleared and coordinated in advance through Quincy



Jones Productions (tduport@quincyjones.com) +1.310.471.4353. ARTIST reserves the right to cancel any such appearance, if necessary, due to time, travel, or other considerations.

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 ARTIST reserves the right to approve any and all use of sponsor's name, logo, and other requirements for advertising or performance venue branding.

A7. ARTIST shall have sole and exclusive merchandising rights.

A8. PURCHASER will make available twenty (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. PRODUCTION, STANDARDS AND PRACTICES

B1. ARTIST requires a minimum one hour period allocated for 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. ARTIST shall complete said setup one hour prior to time of performance.



PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed.

B2. ARTIST shall have exclusive control over the production, presentation, and performance of the engagement hereunder, including, but not limited to, the details, means and methods employed in fulfilling each obligation of ARTIST hereunder in all respects.

B3. ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel other than the ARTIST specifically named herein.

B4. PURCHASER agrees (a) to comply promptly with ARTIST's directions as to stage settings for the performance hereunder, (b) that no performers other than those previously agreed to by ARTIST hereunder will appear on or in connection with the engagement hereunder, (c) that no stage seats are to be sold or used without ARTIST's prior written consent.

B5. PURCHASER shall not permit and will prevent the recording, filming, taping, videotaping or any broadcast of the ARTIST's performance or any portion thereof without the ARTIST's written approval. PURCHASER shall be responsible for preventing entrance to the place of performance of all cameras, tape recorders, video cameras and/or motion picture cameras. No video transmission or projections during performance are permitted without the prior express consent of ARTIST. Any and all ARTIST consent and/or permissions for video and audio recordings and/or digital photography are considered to be fully valid only when an electronic file transfer, Blu-ray/DVD or CD copy in broadcast quality/high resolution is received by Quincy Jones Productions (QJP). Any and all audiovisual recordings of the ARTIST will be solely owned by QJP. PURCHASER shall provide QJP with access to materials for duplication and will sign further documents consistent with this Agreement to provide evidence of QJP's ownership of the footage. Any broadcast, internet transmission or exhibition of any kind with respect to a performance must be approved in writing in advance by QJP, provided that the parties acknowledge and agree that an approval sent by an authorized representative of QJP to PURCHASER via email shall be sufficient.



B6. PURCHASER shall not permit and will prevent the manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or performance without the ARTIST's written approval.

B7. PURCHASER shall not permit and will prevent discrimination for reasons of race, religion, sex, age or country of national origin in connection with the sale of tickets, admission, seating, or accommodation at the engagement.

C. HOSPITALITY, ACCOMMODATIONS, AND TRAVEL: SEE ATTACHMENT A

D. TECHNICAL REQUIREMENTS

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

D1. THE ARTIST requires a clear stage during the performance. The stage area shall be free from obstructions and musical instruments belonging to other artists. Stage must be fully cleared before the commencement of the performance. 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 shall be required. 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. PURCHASER shall provide two (2) loader to be present during load-in and load-out.

D2. BACKLINE:

RICHARD BONA - BASS AND LEAD VOCAL

- One MARKBASS Standard 104HF speaker cabinet
- One MARKBASS Little Mark II bass amp. head
- Two guitar stands
- One bar stool

ALFREDO RODRIGUEZ - PIANO & LEAD VOCAL:

- One 9' YAMAHA CFX concert grand piano (tuned A440-442)
- *ANY SUBSTITUTIONS MUST BE APPROVED BY MANAGEMENT**
- *Alfredo Rodriguez is a YAMAHA artist**
- Note: Alfredo will bring his "Voice Live Touch 2" pedal + MIDI



keyboard

- One adjustable piano bench must be provided.
- One vocal microphone SM58 or equivalent

LUDWIG AFONSO - DRUMS

- Yamaha maple custom drum kit
- 10" rack tom
- 12" rack tom
- 14" floor tom with legs
- 14 x 5.5" snare wood
- 20" kick drum
- Five (5) boom cymbal stands
- Hi hat stand
- Snare stand
- Foot pedal
- Drum throne
- Remo coated ambassador drum heads for Toms
- Remo Power Stroke clear for bass drum

D3. 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 or Artist representative during sound check and performance. THE ARTIST requests smooth transitions, no flash and no total blackouts. GENERALLY, MOSTLY WHITE LIGHT AND SIMPLE CHANGES ARE BEST...NO HAZER PLEASE!

D4. SOUND SYSTEM

A sound check is mandatory. A house electrician and sound engineer must be available throughout the entire sound check and performance.

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 noises to the satisfaction of the ARTIST or the ARTIST'S representative. Said sound system must consist of the following:

D5. P.A.

P.A. Speaker system must be STEREO with 1/3 octave EQ and crossovers at the mix position. Speakers of the highest professional quality, in good working order, correctly phase aligned, capable of generating a continuous average SPL of 110db "A" weighted at the FOH mix position.

D6. FOH

Minimum 24-input, 4 submaster console with channel inserts: 4 bandsweep EQ, phantom power, 8 aux sends.

D7. MONITOR SYSTEM

24-input monitor mix desk off-stage left. (In smaller venues, monitors can be run from house desk provided there are enough pre-fader sends on the house console, PLEASE ADVANCE.)

D8. MICROPHONES

PLEASE PROVIDE ALL **SHURE Beta** or **SM57 AND Beta** or **SM58 MICS** ON ALL PERCUSSION EXCEPT WHERE NOTED AND FOR ALL VOCALS.

E. PAYMENT AND LEGAL CONTRACTUAL CLAUSES

E1. All payments shall be made as provided in the contractual deal memo, attached. 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 records and shall otherwise be permitted to reasonably satisfy himself as to the gross gate



receipts, procedures, and expenditures if required at each performance thereunder.

E3. Insurance:

(a) PURCHASER agrees to provide liability insurance coverage to protect injuries to persons or property as a consequence of the installation and/or operation of the equipment provided by the ARTIST, his employees, contractors and agents. In addition, it is agreed that the PURCHASER shall have in effect a policy of worker's compensation covering all of its employees. The PURCHASER further agrees to provide full insurance coverage for any equipment provided by the ARTIST, his employees, contractors, and agents against fire, theft, riot, or any other type of act that would cause harm or damage to equipment.

(b) PURCHASER further warrants and represents that said insurance policy shall name ARTIST, his 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) days prior written notice to PRESENTER.

(c) All premiums for such insurance shall be paid timely by PURCHASER and PURCHASER hereby indemnifies and agrees to defend and hold harmless ARTIST 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 ARTIST and his 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 ARTIST. The insurance liability of the ARTIST 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 ARTIST, 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 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.

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. 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 any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

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 representative. All attachments and addendums are considered a part of this contract rider and are binding.

Travel, Hotel, and Hospitality Requirements Attachment A

**411 CULVER BLVD, LOS ANGELES, CALIFORNIA 90293
TEL: +1(310) 471-4353 • FAX: +1 (310) 388-0278**



GROUND TRANSPORTATION

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 up to five (5) people plus luggage and equipment, (electric bass flight case and personal luggage) must be provided between airport, hotel, concert venue, and hotel, including return to airport.

HOTEL ACCOMMODATIONS

PURCHASER must provide HOTEL ACCOMMODATIONS to include ONE (1) junior suite and FOUR (4) Deluxe rooms, all w/king size beds, in a four or five star hotel facility to be approved in advance by the artist's tour manager. The hotel must have room service available and all rooms must have internet access. The rooms shall be available from the day before the performance until the day after the performance. ARTIST will comply with checkout times and hotel rules. PURCHASER shall not be responsible for any extra charges during the stay of ARTIST. Please list the name, address and phone of the hotel being provided by PURCHASER. If PURCHASER has negotiated an exception to this contract requirement and is not providing hotel accommodations, the PURCHASER will provide a list of recommended hotels near the venue.

DRESSING ROOMS AND HOSPITALITY

(a) Two (2) comfortable and private dressing rooms with clean lavatories, full-length mirror, iron and board, tables, chairs/couches, garment rack, and wastebaskets.



(b) Food and refreshments for five (5) people inside artist's dressing room AND READY BY ARTIST'S SPECIFIED LOAD-IN TIMES. The spread should include the minimum of:

- Assorted sandwiches, such as Chicken and cheese, Tuna, Turkey, cheese, Hummus, a vegetarian and dairy free option with condiments on the side
- One (1) large fresh fruit / vegetable platter with dip
- Herb and decaf teas including mint, fresh coffee and sugar (not sugar substitute) and honey, fresh no-fat milk, orange juice, & unsweetened ice tea
- Honey
- A minimum of twelve (12) small bottles of natural spring water
- An assortment of sodas (including diet Coke and sparkling water) on ice
- All necessary items (i.e. plates, utensils, napkins, etc.) for consumption of food specified above
- Sufficient cups for beverages and on-stage drinks
- Clean ice for drinks
- Four (6) clean hand towels

(c) Hot meal, to be catered at or near the venue, for four (4) people. PURCHASER agrees to provide QUALITY food that will include chicken, rice and beans. Any substitutions must be cleared with Management. Suggestions: Chicken, rice, beans, Ribs, Beef or Fish with appropriate side dishes (Rice/potatoes/pasta, beans, vegetables.)

Fast food restaurants will not be acceptable. Preferably no fried food and no seafood. Dinner Buyout of US\$30.00 minimum per person is acceptable.

TOILET FACILITIES

PURCHASER shall provide a private toilet (not available to the public) BACKSTAGE; including a wash area with hot and cold running water, clean towels, toilet paper 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.

AGREED AND ACCEPTED

PURCHASER

ARTIST

DATE

DATE