



a division of Kelarity Productions, LLC

**INFORMATION + RIDER + TECHNICAL SPECIFICATIONS FOR MARIA THE MEXICAN**

**ADVANCING DATES OR QUESTIONS ??**

Please begin by addressing all questions regarding technical issues, transportation, hospitality and publicity through MTM's management:

**Al Berman, OUT LOUD TALENT MANAGEMENT 785.841.6000 FX: 785.841.1301 [al.berman.mgt@gmail.com](mailto:al.berman.mgt@gmail.com)**

Depending on your question you may be subsequently contacted by MTM's production manager or publicist but please start with the number above. PLEASE NOTE: to assist your house technician or production vendor or to make it easier to obtain a production bid on the show a stage plot/input list/mic package + outboard gear description will be sent as a separate document. A general production specification and mic package list is included in this document.

**PRODUCTION ADVANCE: Garrett Nordstrom 816.805.9183 [pinetop89@icloud.com](mailto:pinetop89@icloud.com)** (central time zone)

**INTERVIEWS / PUBLICITY:**

If you wish to set up interviews, please do so at the earliest possible date and coordinate them through:

**AL BERMAN, OUT LOUD TALENT MANAGEMENT 785.841.6000 [al.berman.mgt@gmail.com](mailto:al.berman.mgt@gmail.com)** . (central time zone)

MTM will always make every effort to fulfill any reasonable interview requests.

**BIO / PRESS MATERIALS / PHOTOS / WEBSITE:**

Promotional materials may be provided along with posters with your contract kit or under separate cover. At any time you can find and download promotional materials and high resolution JPEG format images suitable for publication and video references, and hear streaming audio of a cross-section of MTM's music at the following URL:

<http://mariathemexican.com/epk>

**PLEASE NOTE: DO NOT LINK THE GENERAL PUBLIC TO THE ABOVE URL** - it is intended for press, talent buyers and publicists. Please link the general public to:

[www.mariathemexican.com](http://www.mariathemexican.com)

**BILLING AND SPELLING:**

Unless otherwise specified in the attached contract all billing must read:

**MARIA THE MEXICAN**

**PLEASE READ THIS RIDER CAREFULLY AND INITIAL EVERY PAGE.** It is part of the attached contract for your engagement. By signing it you are agreeing to provide the ARTIST with appropriate production and proper working conditions which are absolutely essential to their performance and the best possible outcome for you, the ARTIST and the audience. If you feel you have a problem fulfilling any one of these conditions please contact Al Berman at the number above so that any issues can be resolved in advance. We do not discuss fundamental problems the day of the performance. If you do not provide production and working conditions as specified upon ARTIST's arrival it may be considered a breach of your contract and may cause ARTIST to refuse to perform without releasing you from your obligation to pay them in full.

**MARIA THE MEXICAN / NORTH AMERICAN RIDER**

THIS RIDER IS HERewith ATTACHED TO AND MADE PART OF THE CONTRACT NUMBER \_\_\_\_\_ DATED \_\_\_\_\_ BY AND BETWEEN **BIRDSTWAY PRODUCTIONS, LLC dba MARIA THE MEXICAN / MARIA CUEVAS** HEREINAFTER REFERRED TO AS "ARTIST", AND **TIMOTHY REHM** HEREINAFTER REFERRED TO AS "BUYER", FOR THE MUSIC PERFORMANCE SERVICES OF ARTIST **MARIA THE MEXICAN / MARIA CUEVAS**. **\*\*\* ANY DISCREPANCIES BETWEEN CONTRACT COVER PAGE AND RIDER ARE SUPERSEDED BY THE CONTRACT COVER PAGE \*\*\*. THE FOLLOWING REQUIREMENTS MAY BE MODIFIED BY ADVANCE CONSULTATION WITH AND AGREEMENT OF ARTIST. PRODUCTION REQUIREMENTS ARE TYPICALLY CUSTOMIZED TO THE VENUE AND EVENT PER ADVANCE.**

**A. STAGING / SET UP FOR PERFORMANCE / SOUND CHECK**

**A1. BUYER SHALL PROVIDE AT BUYER'S SOLE COST AND EXPENSE:**

- (a) clear, safe loading access at designated load-in time and free parking for 1 15 passenger van + trailer and 3 passenger cars adjacent to place of performance from load in until two (2) hours after show.
- (b) solid staging minimum dimensions 20' wide X 14' deep X 1' high and an 8'X8'X1' drum riser. Outdoor staging must be covered and adequate tarps or coverings for stage equipment and people to man them must be provided.

**A2. ACCESS, LOAD-IN TIME, SOUND CHECK TIME, PRODUCTION CALLS:** Unless otherwise requested by ARTIST or mutually agreed to, load in will be scheduled for three (4) hours prior to showtime. BUYER will ensure stage doors and/or equipment load in doors are unlocked and clearly labeled and attended for the arrival of artist's vehicle, crew and equipment at this time. BUYER will provide uninterrupted access to the place of performance for ARTIST'S equipment and personnel from LOAD IN TIME until TWO (2) hours after the actual end of ARTIST'S performance. In the event ARTIST needs an earlier or different load-in time BUYER will be notified at least 4 hours in advance. Unless otherwise agreed to in advance, **CALL TIME FOR BUYER'S HOUSE TECHNICIAN(S) AND/OR PRODUCTION VENDOR(S), AND CALL TIME FOR ALL AUDIO PRODUCTION TO BE FULLY INSTALLED, EQ'D AND OPERATING NORMALLY AND ALL LIGHTING SYSTEMS TO BE FULLY INSTALLED AND OPERATING NORMALLY IS THREE (3) hours prior to showtime.** Unless otherwise requested by ARTIST sound check will be scheduled for TWO (2) hours prior to showtime. **NOTE: sound check will normally last forty-five minutes to 1 hour. IN FESTIVAL SETTINGS STAGE ACCESS IS MANDATORY NO LATER THAN :30 PRIOR TO SHOWTIME WITHOUT PRIOR CONSENT OF ARTIST MANAGEMENT.**

**A3. BUYER REPRESENTATIVE ON SITE:** BUYER agrees that his/her personal representative who has the authority to make any and all decisions relating directly to this engagement will be present continuously at the venue from the arrival of artist's equipment and crew until the time of final departure.

**A4. PUBLIC ACCESS TO VENUE:** Unless otherwise mutually agreed in advance BUYER will not allow the public to enter the place of performance until the technical set-up and sound check are completed. Every effort will be made to see that this is completed no later than one hour prior to scheduled doors. House will not be opened to the public until cleared by ARTIST'S road manager.

**A5. ARTIST STAGING PRIORITY:** ARTIST shall have the first right of set-up of all instruments and properties used in performance. These shall not be moved or relocated without the expressed permission of ARTIST'S production manager or road manager.

**A6. ARTIST'S PRODUCTION MANAGER MIXES THE SHOW:** It is specifically understood and agreed that ARTIST'S production manager shall personally mix ARTIST'S performance and shall have the sole and absolute authority in mixing and controlling all sound and lighting equipment while artist is performing.

**A7. OVERTIME CHARGES:** ARTIST will assume no responsibility for any overtime charges for any union or non-union crew due to any day-of-show scheduling or any type of delay of equipment delivery to performance site or late load-out due to overtime shows.

**A8. BUYER PROVIDES PRODUCTION/STAGE STAFF:** BUYER will provide at BUYER'S sole expense all staff required whether or not required by local union agreements, to accomplish set-up, performance and strike of said production.

**B. PRODUCTION REQUIREMENTS**

**B1. POWER:** Two (2) 20 amp three-wire circuits are sufficient for backline gear only. If ARTIST provides club production a total of THREE separate three-wire circuits--two (2) 20 amp and one (1) 30 amp are required. If ARTIST also provides lighting, one (1) 30 amp three-wire and two (2) 20 amp three-wire circuits TOTAL are required. A POWER DISTRIBUTION TIE-IN AT A MAIN PANEL MAY BE REQUIRED. CONFIRM POWER CONFIGURATION WITH ARTIST MANAGEMENT IN

ADVANCE. BUYER is responsible at BUYER'S sole expense for having a certified electrician on site at load-in if necessary to supervise and effect power installation in compliance with local legal and professional standards.

**B2. GENERATORS:** In the event that a generator is necessary, it must comply with the power specifications found in article B1. The generator must be supplied with feeder cable of sufficient length to reach within 50 feet of the stage and cable must be of sufficient size to afford minimal loss of voltage. There must be enough fuel provided for constant running of the generator from the time of sound and lighting installation through two (2) hours after the end of performance. Generator must be located and configured so that its operational noise does not interfere with the performance. THE GENERATOR MUST BE APPROVED IN ADVANCE BY THE ARTIST'S PRODUCTION MANAGER.

**B3. HOUSE SYSTEM:** Tri-amped stereo professional public address system configured and powered to cleanly and evenly cover the entire performance area. Mains must be capable of 30Hz to 20KHz frequency response and clean SPL output of at least 95 dBC continuous, 110 dBC peak at the mix position. It must include a 32-channel console minimum. Consult with artist management in advance for console selections - a variety of analog and digital consoles are acceptable. MIDAS, SOUNDCRAFT, YAMAHA, AVID, PRESONUS digital and analog consoles are among preferred brands. MIDAS M32 or AVID SC48 digital consoles are overall preferred choices however other professional level 32+ channel digital consoles are acceptable options as are many professional quality 32+ channel analog consoles. **A separate monitor console is specified**, but if it is agreed in prior consultation with ARTIST that monitors will be mixed from front of house the house console must be capable of 8 discrete pre-fader mixes with 31 band EQ on each mix plus all necessary effects sends and insertions. FOH system must have at least 1/3 octave EQ per side, digital reverb and delay, compressors, noise gates, a selection of professional-quality microphones (see FOH drive rack and mic package specifications below) with a typical package of mic stands / mic mounting devices - booms, straight stands, extra-short stands, goosenecks and claws (see specific equipment list).

**Mic Package requirement / preferred microphones:**

- (1) AUDIX D6 OR SHURE BETA 52 SHURE SM57
- (5) SENN e904 OR e604
- (2) AKG 451EB OR SHURE SM81
- (5) SHURE SM57
- (1) EV RE20 OR SENN MD421
- (2) SHURE BETA 87c OR AUDIX OM6
- (1) SHURE BETA 58 OR AUDIX OM6

**FOH Drive Rack requirement (if analog console):**

1/3 octave (31 band) equalization per side stereo

- (1) TC ELECTRONIC M2000, 2290 OR D2
- (1) LEXICON 300
- (8) channels of insertable compression
- (5) channels of insertable noise gates

**NOTE:** mic and equipment substitutions may be acceptable in prior consultation w/artist mgt. Inboard effects and EQ options on most pro-level digital consoles are acceptable alternatives to the above list of outboard analog gear - confirm with artist management in advance.

**B4. MONITOR SYSTEM: IN MOST SETTINGS ARTIST WILL PROVIDE THEIR OWN IN-EAR MIXES FROM THEIR OWN ONSTAGE X32R AND WILL GIVE HOUSE PRODUCTION TAILS FROM THAT UNIT WITH A COMPLETE SPLIT.**

**In rare settings when traditional wedge monitors are used the spec is:** a professional-quality bi-amped monitor system, separate monitor console with EIGHT (8) two-way floor-type wedge cabinets in a 12" or 15" speaker / 2" horn configuration and EIGHT (8) DISCRETE MONITOR MIXES each with individual 1/3 octave EQ minimum is required.

**OTHER PROCESSED SYSTEMS AND SPEAKER CONFIGURATIONS may be approved or preferred upon prior consultation.**

**B5. LIGHTING SYSTEM:** Club lighting systems must include a minimum of eight (8) 500 watt par 64 medium flood-type instruments arrayed for frontal lighting either on permanent fixtures or trees with dimmer packs and control at the mix location capable of three scene changes, blackout and fade, with a selection of gels among which bastard amber (Lee 162, GAM 340, Rosco 2, Apollo AP7100), blue (Lee 119, Rosco 74, Apollo AP4400), rose (Lee 002, GAM 130, Rosco 44, Apollo AP8650), red (Lee 026, GAM 245, Rosco 26, Apollo AP8300) and turquoise (Lee 115, Rosco 370, Apollo AP4900) colors are included. Small theatre lighting systems must include a minimum of 32 500 watt par 64 medium flood type instruments mounted for both back and frontal lighting (instrument-to-subject throw lengths of more than 18' and up to 30' will require 1000 watt instruments; greater than 30' will require an additional 6 leikos or other narrow- beam special instrument) with the above selection of gels, control at the mix location capable of at least five separate programmable

scenes with variable-rate fade. Some theatre venues and evening festival settings will require a spotlight and qualified operator (consult with ARTIST management). **LED EQUIVALENTS TO THE ABOVE SPECS ARE ACCEPTABLE.**

**B6. BACKLINE: *\*\*IF\*\* your contract requires that you supply backline fulfill the following list:***

**1 Digital piano+stand** - YAMAHA MOTIF XS8 or KORG KRONOS 88-key digital piano - be sure the volume/damper pedal is supplied with this keyboard. Ultimate IQ 3000 X stand is preferred but other stands are acceptable per prior consultation with artist management.

**Guitar amps** - (2) Fender Vibro-Kings or Fender 2X12 Twin Reverbs '65 Black Face reissue preferred.

**1 Bass rig** - Aguilar DB751 amp (or equivalent tube head) w/ Aguilar DB 112 x2 or Aguilar DB 410 x1 or equivalent speaker cabinets (consult with ARTIST management in advance).

**1 Drum kit** - DW, Yamaha or Sonor pro-level 4-piece kit (acceptable substitutes with prior consultation are pro level PEARL, MAPEX, GRETSCH) 18X22 bass drum, 9X12 ride tom, 14X16 floor tom, 7X14 snare, DW single bass drum pedal, HI HAT and 4 boom cymbal stands (SONOR, YAMAHA, PEARL, MAPEX hardware acceptable), CYMBALS: SABIAN, ZILDJAN, PAISTE, MEINL 21" ride, 13" hihats, 18", 16" crashes, 18" china crash, 8x6' non-skid rug, music stand, throne.

**1 Hammond B3 and 122 Leslie or NORD Electro 5D-61.**

**Percussion:** LP CONGAS (at least matador quality - 1 Quinto 1 Conga), LP Bongos (Aspire series).

**NOTE: A STAGE PLOT/INPUT LIST WILL BE PROVIDED FOR YOUR HOUSE TECH AND PRODUCTION VENDOR.**

**C. SECURITY**

**C1. BUYER PROVIDES SECURITY PERSONNEL:** BUYER will provide at ARTIST'S discretion and at BUYER'S sole cost and expense adequate security in the form of qualified security personnel and/or other measures at all places of performance and ARTIST'S dressing room to prevent loss of or damage to ARTIST'S equipment and belongings through theft, riot, misuse, vandalism or civic commotion and to protect ARTIST'S personnel from the time of ARTIST'S arrival at place of performance until her final departure. If any such loss or damage occurs BUYER shall be liable to ARTIST for the cost of replacement of all missing or damaged items.

**C2. ARTIST DIRECTION OF SECURITY PERSONNEL:** Any backstage security personnel shall be under the sole direction of ARTIST'S road manager and production manager in the stage area and artist's private spaces.

**C3. BACKSTAGE ACCESS:** ARTIST'S road and production managers shall have the authority to authorize admittance or rejection of any person on stage or backstage and in ARTIST'S dressing rooms before, during or after performance.

**C4. REMOVAL OF NEGLIGENT SECURITY PERSONNEL:** ARTIST'S road and production managers shall have the right to remove any security personnel if they appear to be negligent in their duty.

**C5. SECURITY MULTI-DATE ENGAGEMENT:** In a multi-date engagement in the same facility BUYER is to provide at BUYER'S sole cost and expense any security personnel necessary for the safeguarding of all of ARTIST'S equipment and vehicles against theft or damage throughout duration of the engagement and overnight each night of the engagement until ARTIST'S final departure after their final performance and load out.

**C6. LOSS OR INJURY DUE TO NEGLIGENT SECURITY PERSONNEL:** The above clauses are in addition to any other security personnel deemed necessary by BUYER, by governing authorities of the facility or local city regulations. Any loss by ARTIST due to negligence with regard to security issues will be paid for by BUYER. At no time shall ARTIST be held liable for injury to the public or damage to the facility caused by the actions of security personnel.

**D. DRESSING ROOM / HOSPITALITY / ROOMS**

**D1. DRESSING ROOM:** A separate dressing room or private room at place of performance with backstage access hidden from the crowd will be required for the exclusive use of the ARTIST, band and crew before, between and immediately after shows. A restroom separate from the public's restrooms is required. In ARTIST'S dressing room 1 hour prior to showtime BUYER will provide: EIGHT (8) purified non-carbonated bottled waters - 2 non-chilled, 2 quart bottles of original flavor Gatorade, coffee, a selection of fruit juices and hot water for tea with a selection of caffeinated and non-caffeinated teas with honey and lemon, sugar and skim milk and utensils, EIGHT (8) clean white or black cotton towels.

**D2. MEALS:** If a dinner meal is provided as part of your contract provide EIGHT (8) meals consisting of fresh, first quality foods professionally prepared: one vegan meal and seven regular meals including a hot main course of turkey, chicken, fish, beef or pasta, a vegetable side dish, a fresh salad course and dessert with beverage choices of purified non-carbonated bottled water, soft drinks, iced tea, coffee, natural fruit juices. Please confirm meal arrangements prior to artist's arrival. A \$15 X 8 meal buyout is an acceptable option if approved by ARTIST'S management prior to artist's

arrival. A higher or lower buyout may be required in certain markets and will be specified on the front page of your contract. On-site catered or club menu dinner meals should be ready immediately after ARTIST'S sound check. Off-site restaurant arrangements are acceptable if approved in advance by ARTIST'S management and if conveniently located near place of performance, ARTIST'S hotel or reasonably en route between the two.

**D3. ROOMS: IF ROOMS ARE INCLUDED** in the attached contract BUYER will reserve FIVE (5) rooms at BUYER'S sole cost and expense (room and tax only) as follows unless otherwise specified in the attached contract:

**1 king non-smoking dbl occ.**

**3 double queen non-smoking dbl occ.**

Hotel properties must be at minimum a mid-level national chain property (e.g. Holiday Inn, Holiday Inn Express, Fairfield Inn, Best Western, Best Western Plus, Comfort Inn, Homestead Inn and Suites or other property of similar or higher quality) and must be approved by ARTIST'S management in advance. The hotel property must be located in a safe area within 10 minutes normal driving time from place of performance. In many markets a \$450.00 hotel buyout may be substituted with prior approval of ARTIST'S management. In some markets a higher buyout will be required and will be specified on the attached contract. BUYER will provide ARTIST'S management with confirmation numbers for all rooms at least 2 weeks prior to date of performance. In the rare instance that a hotel property meets the above requirements but does not have an elevator ground-floor rooms must be reserved.

**\*\*PLEASE MAKE ROOM RESERVATIONS ENOUGH IN ADVANCE THAT THE HOTEL HAS THE PROPER INVENTORY OF NON-SMOKING ROOMS ON HAND. IF NON-SMOKING ROOMS ARE NOT AVAILABLE, PLEASE TRY A DIFFERENT HOTEL - THIS IS ESSENTIAL AND NON-NEGOTIABLE.**

#### **E. MERCHANDISE**

**E3. MERCHANDISING AREA:** BUYER shall provide ARTIST with a lighted 8' banquet table adjacent to the performance area where ARTIST'S merchandise may be sold. This table should be available and set up no later than one-half (1/2) hour prior to public admission to the performance space.

**E4. SALE OF MERCHANDISE:** sale of ARTIST'S merchandise shall be handled by ARTIST'S personnel or ARTIST'S authorized agent only unless otherwise agreed to in the attached contract. ARTIST shall receive 100% of all receipts from the sale of their merchandise unless otherwise specified in the attached contract. If by prior agreement or specification in the attached contract BUYER or BUYER'S authorized agent is approved to sell ARTIST'S merchandise BUYER will be responsible for all merchandise at sales price value checked into BUYER for sale. BUYER will settle this merchandise account by surrendering a dollar amount in US Dollars cash representing the number of units of ARTIST'S merchandise checked in to BUYER minus the number of units remaining at time of settlement multiplied by the sales price of each unit of merchandise. Settlement of all merchandise sales shall take place as soon as practicable after customers have left the merchandise area after ARTIST'S performance but in no case shall take place more than forty five (45) minutes after the end of ARTIST'S performance without approval of ARTIST'S management. No additional deductions from merchandise sales will be allowed without prior approval. If BUYER or venue are required to deduct and collect any taxes of any kind an official copy of the applicable statute must accompany the return of this contract and rider or no deductions will be allowed.

**E5. MAILING LIST / PROMOTIONAL MATERIALS:** ARTIST shall have the right to provide mailing list signup forms for persons wishing to be added to their mailing list and shall have the right to distribute and collect said forms before, during and after ARTIST'S performance and to distribute other promotional materials around the area of the performance site (i.e. lobby area, doors, etc.) before, during or after the performance.

#### **F. ADMISSIONS / ACCOUNTING / SETTLEMENT / PAYMENT**

**F1. DENIAL OF ADMISSION:** UNDER NO CIRCUMSTANCES WILL ANY PERSON BE DENIED ADMISSION TO ARTIST'S PERFORMANCE BASED ON RACE, COLOR, CREED, SEXUAL PREFERENCE OR SEXUAL IDENTIFICATION.

**F2. SETTLEMENTS INVOLVING CALCULATED PERCENTAGES:** At settlement, **if artist's fee is determined all or in part by a calculated percentage of event admission sales the following will be required:**

(a) BUYER will provide ARTIST'S representative with a detailed accounting of all ticket sales and/or door receipts -- including all Ticketmaster and/or other outside ticket agency sales. If BUYER fails to provide this detailed accounting at settlement BUYER shall, at ARTIST's discretion, be liable to ARTIST for a settlement at a full capacity calculation.

(b) no more than 7% of total house capacity shall be issued as comps without prior approval of ARTIST. All comps not accounted for at settlement will be charged to BUYER as full-price, highest ticket price admissions. Comp



admissions above 7% of house capacity issued without prior approval of ARTIST will be charged to BUYER at settlement as full-price, highest ticket price admissions.

(c) no changes in contractually agreed admission prices will take place prior to or during performance without prior agreement of ARTIST. If changes in admission charges are agreed to by ARTIST a detailed accounting of

admissions at each admission price shall be submitted by BUYER to ARTIST'S representative at settlement. Discounted admissions which BUYER fails to account for in this manner shall be charged to BUYER as full-price, highest ticket price admissions at settlement. Admissions issued at discounted prices without prior approval of ARTIST will be charged to BUYER at settlement as full price, highest ticket price admissions.

(d) ARTIST RESERVES THE RIGHT TO HAVE THEIR REPRESENTATIVE SUPERVISE ADMISSIONS AND TO ENTER THE BOX OFFICE AT ANY TIME.

(e) if calculation of ARTIST'S compensation involves a split point originally reflecting estimated vs. actual expenses BUYER will provide ARTIST'S representative with a detailed documentation of actual expenses.

(f) **SETTLEMENT AND PAYMENT OF ALL BALANCES DUE TO ARTIST SHALL TAKE PLACE NO LATER THAN (30) THIRTY MINUTES AFTER THE END OF ARTIST'S PERFORMANCE.**

**F3. FLAT-FEE SETTLEMENTS:** IN THE CASE OF FLAT-FEE ARTIST COMPENSATION PACKAGES, ALL REMAINING BALANCES SHALL BE PAID TO ARTIST PRIOR TO THE BEGINNING OF ARTIST'S PERFORMANCE UNLESS OTHERWISE AGREED TO IN THE ATTACHED CONTRACT.

**F4. WITHHOLDING TAX:** If state/provincial local sales, federal sales, income or amusement tax is to be withheld for this engagement, BUYER must furnish ARTIST with an official copy of the tax law(s) dictating this policy. These copies must be returned with this signed contract and rider or no deduction from ARTIST'S compensation will be allowed. At settlement BUYER must also furnish ARTIST's representative an official state/provincial or city tax deduction receipt claiming the amount to be withheld from ARTIST.

**F5. FORM OF FINAL PAYMENT: PAYMENT OF ALL BALANCES DUE TO ARTIST SHALL BE MADE IN U.S. DOLLARS CASH AT SETTLEMENT UNLESS OTHERWISE SPECIFIED IN THE ATTACHED CONTRACT. CASHIER'S, CERTIFIED, BUSINESS OR COLLEGE/UNIVERSITY CHECKS (IF AGREED TO IN THE ATTACHED CONTRACT) FOR FINAL PAYMENT OF ARTIST'S FEE MUST BE MADE TO: "BIRDSWAY PRODUCTIONS, L.L.C."**

**F6. RECEIPTS / REPORTING FINAL SETTLEMENT/ FEDERAL TAX I.D. NUMBER:** ALL RECEIPTS, RECORDS OR TAX REPORTING OF FINAL SETTLEMENT AMOUNTS PAID TO ARTIST MUST BE MADE TO OR IN THE NAME OF: "BIRDSWAY PRODUCTIONS, L.L.C." FED. I.D. # 27-0555031.

**F7. RECEIPTS / REPORTING DEPOSIT / FEDERAL TAX I.D. NUMBER:** ALL RECEIPTS, RECORDS OR TAX REPORTING OF DEPOSIT AMOUNTS PAID TO ARTIST'S REPRESENTATIVE MUST BE MADE TO OR IN THE NAME OF: "KELARITY PRODUCTIONS, LLC" FED. I.D. # 48-1209979.

**F8. CONFIDENTIALITY:** Under no circumstances will buyer divulge the financial terms of this agreement or any information concerning artist's compensation to any third party without prior written consent of ARTIST, the exception being BUYER'S own financial adviser(s) for private, confidential use or as necessary within the context of an official tax return filing, or in response to a lawful, official IRS request.

#### **G. BILLING / CANCELLATION / LEGAL CLAUSES**

**G1. BILLING:** unless otherwise specified in the attached contract ARTIST will be represented in all print, online, broadcast and marquee descriptions with 100% headline star billing as follows: **MARIA THE MEXICAN**

**G2. CANCELLATION:** If ARTIST's performance is cancelled by anyone other than ARTIST for any reason, BUYER shall be obligated, at ARTIST's discretion, to pay ARTIST's full fee. ARTIST will be paid their fee as set forth in the contract covering this engagement RAIN OR SHINE. If the event is cancelled for any reason, if ARTIST's performance fee is calculated according to a percentage of admission revenues or a guarantee plus or versus a percentage of admission revenues, BUYER shall be liable, at ARTIST'S discretion, for a full-capacity settlement. In the event of a postponement if ARTIST agrees to perform on a rescheduled date the original compensation agreement shall be in force and all previously received deposits shall apply. BUYER will be responsible, at BUYER's own expense, for any and all of the ARTIST's expenses related to ARTIST remaining in the locale of the performance until the rescheduled

performance date or leaving and returning to the locale of the performance on the rescheduled date. ARTIST RESERVES THE RIGHT TO CANCEL THIS CONTRACT IN THE EVENT A NETWORK TELEVISION OR RADIO APPEARANCE IS OFFERED TO ARTIST WHICH CONFLICTS WITH THE SCHEDULING OF THE ABOVE PERFORMANCE. IN THE EVENT OF SUCH A CANCELLATION BUYER SHALL BE NOTIFIED IN WRITING. ALL DEPOSITS PREVIOUSLY RECEIVED BY ARTIST SHALL BE RETURNED IN FULL TO BUYER WITHIN 7 BUSINESS DAYS OF NOTICE OF CANCELLATION.

**G3. ARTIST CONTROL:** ARTIST shall at all times have complete supervision, direction and control over the services of their personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services not in contradiction of the terms specified above. ARTIST's production representative shall have sole authority to direct the loading and unloading, staging and production of ARTIST's performance and on-site preparation for ARTIST's performance from the time of ARTIST's arrival on site to the time of her departure. ARTIST's production representative will mix front of house for every performance of ARTIST without exception.

**G4. AGREEMENT TO PERFORM / FORCE MAJEURE:** The agreement of ARTIST to perform is subject to proved detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

**G5. PERMITS, LICENSES, VISAS, INSURANCE:** BUYER shall be solely responsible at BUYER's sole cost and expense for obtaining any and all bonds, permits, licenses and permissions as required by any and all local/municipal, state/provincial and federal government agencies, bureaus and departments for the use of the venue and legal conduct of the engagement as described in the attached contract. BUYER shall be solely responsible for obtaining applicable insurance providing liability/injury coverage of patrons of the above-described engagement. BUYER shall be responsible for ensuring BUYER or venue designated in the attached contract for this engagement carries insurance for the above-described engagement providing liability/injury coverage for ARTIST and persons working under ARTIST's supervision due to unsafe working conditions or negligence at or on the part of the above-designated venue or BUYER. ARTIST shall in no manner nor at any time be held liable for the safety of patrons, staff and workers attending or related to this event, venue and engagement.

**G6. RECORDING / REPRODUCTION / TRANSMISSION:** NO PERFORMANCE OF THIS ENGAGEMENT SHALL BE RECORDED, REPRODUCED OR TRANSMITTED FROM THE PLACE OF PERFORMANCE IN ANY MANNER OR BY ANY MEANS WHATSOEVER WITHOUT A SPECIFIC, SEPARATE WRITTEN AGREEMENT WITH ARTIST RELATING TO AND PERMITTING SUCH RECORDING, REPRODUCTION OR TRANSMISSION AND IT'S SPECIFIC USE..

**G7. BREACH OF CONTRACT:** In the event that BUYER shall breach this agreement, ARTIST shall have the right without limiting any of their other remedies described in the attached contract and this rider to refrain from rendering a performance or to stop rendering a performance if such breach occurs during the rendition of a performance. In either case BUYER shall be liable to ARTIST for all of the fees and compensation as contractually agreed in the same manner as though the ARTIST had fully performed. A BREACH OF ANY CLAUSE CONTAINED IN THIS RIDER BY BUYER SHALL BE DEEMED A MATERIAL BREACH.

**G8. MODIFICATION / HEARING OF DISPUTES:** This agreement may not be changed, modified or altered except by an instrument in writing by both parties. This agreement shall be construed according to the Laws of the State of Kansas. Any disputes regarding this agreement shall be heard and decided in Douglas County, Kansas.

**G9. SIGNER:** BUYER'S signer certifies he or she is legally empowered to execute this contract and rider and bind BUYER to all provisions found in both documents.

**G10. SOLE AND COMPLETE AGREEMENT:** The attached contract this rider and any addenda signed by both parties constitute the sole, complete and binding agreement between the parties hereto and may not be transferred in whole or in part to any other party or individual.

AGREED AND ACCEPTED:

\_\_\_\_\_  
FOR BUYER

\_\_\_\_\_  
FOR BIRDSWAY PRODUCTIONS, L.L.C.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE