

RESOLUTION NO. 2019-059

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A PERFORMANCE AGREEMENT WITH VID MUSIC GROUP, LLC TO ENGAGE THE SERVICES OF JACOB FOREVER AS THE FEATURED PERFORMER FOR THE CITY'S INDEPENDENCE DAY CELEBRATION ON JULY 4TH, 2019, IN AN AMOUNT NOT TO EXCEED \$30,000; IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in celebration of Independence Day, the City sponsors a public event for the entertainment of its residents and the general public which includes fireworks, laser light shows and musical entertainment;

WHEREAS, Vid Music Group, LLC is in the business of representing and furnishing the exclusive talent services of the Artist, Jacob Forever, in particular Jacob Forever's musical performances; and

WHEREAS, the City intends to host its Independence Day Celebration on July 4th, 2019, and in particular wishes to engage the services of Jacob Forever in order to carry out performance(s) pursuant to the terms of the Agreement, attached hereto and made a part hereof in substantial form as Exhibit "1", in an amount not to exceed \$30,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby authorizes Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a Performance Agreement with Vid Music Group, LLC to engage the services of Jacob Forever as the featured performer for the City's Independence Day Celebration on July 4th, 2019, in an amount not to exceed \$30,000, in

substantial conformity with the Agreement attached hereto and made a part hereof as Exhibit "1".

Section 3: This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

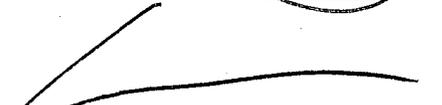
PASSED AND ADOPTED this 28 day of May, 2019.


Vivian Casals-Muñoz
Council President

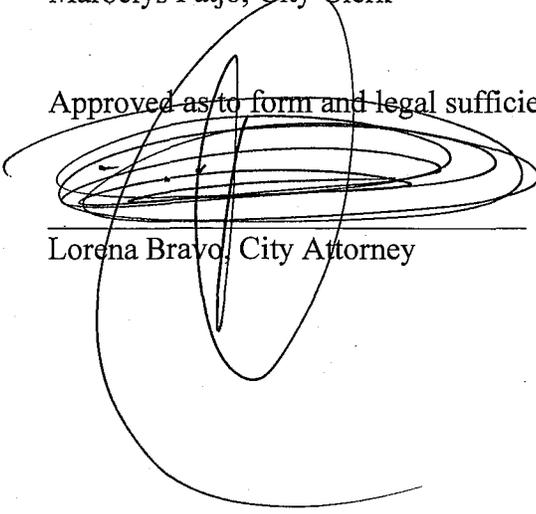
Attest:

Approved on this 6 day of June, 2019.


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena Bravo, City Attorney

Resolution was adopted by a 6-0-1 vote with Councilmembers, Zogby, Cue-Fuente, Casals-Munoz, Garcia-Martinez, Hernandez, Caragol voting "Yes" and with Councilmember Lozano absent.

**PERFORMANCE AGREEMENT BETWEEN
THE CITY OF HIALEAH, FLORIDA AND VID MUSIC GROUP, LLC**

This Performance Agreement ("Agreement") is made by and between the City of Hialeah, Florida ("City"), a municipal corporation organized and existing under the laws of the State of Florida, whose principal place of business is 501 Palm Avenue, Hialeah, Florida 33010, and Vid Music Group, LLC. ("Company") for services of Yosdany Jacob Carmenates professionally known as "Jacob Forever" ("Artist") on the ____ day of _____, 2019. (Collectively the "Parties").

WHEREAS, in celebration of Independence Day, the City sponsors a public event for the entertainment of its residents and the general public which includes fireworks, laser light shows and musical entertainment;

WHEREAS, Company is in the business of representing and furnishing the exclusive talent services of Artist, in particular Artist's musical performances; and

WHEREAS, the City intends to host its Independence Day Celebration on July 4th, 2019 ("Event") and in particular wishes to engage the services of Artist in order to carry out performance(s) pursuant to the terms herein.

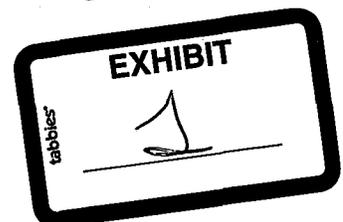
NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereby agree as follows:

A. RECITALS.

The foregoing recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.

B. PERFORMANCE, ENGAGEMENT DETAILS.

1. The Artist agrees to perform live and in person songs from his musical repertoire at the Event. The performance shall be no less than 90 minutes in duration. The Event is scheduled to take place on July 4th, 2019 at Milander Park, Ted Hendricks Stadium, located at 4800 Palm Avenue in the City of Hialeah, Miami-Dade County, Florida ("Premises"). Artist is scheduled to perform between the hours of 8:30 p.m. and 10:00 p.m. and must arrive timely at the performance location.
2. There shall be one sound check of 90 minutes duration at a time mutually convenient for the Parties, but in no event shall the stage rehearsal be scheduled to begin after 2:00 p.m. on the date of the Event. No one shall be allowed on the Premises during sound check other than Artist and the necessary working staff/personnel, and the City's employees, agents, vendors.



3. Unless otherwise specified in this Agreement, Artist agrees to provide the complete concert fully rehearsed and staged, including all performing personnel, musicians, musical instruments, equipment, machine or device, and such additional property and personnel as are required for the proper presentation and performance of this attraction, including but not limited to transportation to and from the Event, wardrobe, hair and makeup.
4. In the event that Artist is not ready to perform at curtain time, or if any performing band member is not present, unable, unwilling to perform, or if Artist arrives at the performance site in such a condition as to appear to the City's representative incapable of performing in a reasonably acceptable manner, then Artist shall be deemed to have committed a material breach of this Agreement and the City shall have the absolute right in its sole discretion to cancel the performance or terminate the performance in progress, and to refuse payment accordingly.

C. COMPENSATION.

1. As total compensation for the performance, as contemplated by this Agreement, the City agrees to pay the Artist the sum of \$30,000.00 ("Contract Price"), in two installments. The first installment of \$10,000.00 shall be paid to the Artist within fifteen (15) days from the City's execution of this Agreement. The second and final installment of \$20,000.00 shall be paid to Artist twenty-four hours before the day of the Event.
2. Company shall be responsible for payment of all fees associated with Artist's personal dancers, musicians, and staff, opening acts, equipment and all other personnel. All payments described herein shall be deposited to the following account, unless otherwise instructed in writing by the Company:

Vid Music Group, LLC.
BB&T
Swift Code: BRBTUS33
Account #: 0000245679440
Routing #: 263191387
Address: 12390 SW 120th St. Miami, Fl. 33186, United States

3. Unless otherwise specified in the Agreement, all payments to Company shall be made in full without any deductions whatsoever (i.e. (without limiting) VAT's, withholdings, taxes, currency conversion fees, wire transfer fees, or any other).

D. GENERAL CONDITIONS.

1. The Artist hereby acknowledges and agrees that the engagement herein contracted must be conducted in compliance with the City's rules, policies and procedures and must comply with all laws applicable federal, state and local

laws, rules and regulations.

2. If the Artist requires or uses any patented, copyrighted or trademarked material, machine or device it does not own, Artist shall first obtain the lawful right to use the materials, machine or device at its sole cost and expense.
3. The Artist shall be solely responsible for the payment of any and all royalty fees payable as a result of the performance of any copyrighted music or use of any copyrighted or trademarked materials, machine or device pursuant to the laws of the United States or any other country.
4. It is expressly understood by and between the Parties that membership in any union or organization is not to be required of any person performing the services contemplated in this Agreement. Nevertheless, if any person performing the services contemplated in this Agreement is a member of any union or organization, it is expressly understood by and between the Parties that the City shall have no obligation to adhere to or have knowledge of the constitution, bylaws, rules or regulations of said institution, organization or union. As such, the City shall not be responsible for payment of performance of any contractual obligation due to any unionized performer.
5. Company shall have the reasonable creative control over the production and presentation of Artist's performance at the Event hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder.

E. CITY'S OBLIGATIONS.

1. The City agrees to provide Company with a number of guest accommodations, but no less than ten (10), in top category VIP tables, or in the best category available for Company's guests, with complementary drinks, the number of which shall be mutually agreed upon by the Parties.
2. The City agrees to secure three (3) VIP stage side parking spaces for Artist and his manager, as well as an additional seven (7) parking spaces for Company's staff.
3. The City shall provide professional security and/or police officers ("Security") to assure the safe and uninterrupted performance by Artist at the Event, as well as the protection of Artist, Company, and their group. In addition thereto, the City shall secure at least one security personnel, professionally trained in personal security services, to specifically escort Artist and provide for Artist personal safety throughout Artist's entire presence at the venue(s).
4. The City agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Event including, without limitation, a suitable

venue, well-heated, ventilated, light, clean and in good order, and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality as per "Artist Rider" and in compliance with Paragraph 6 in this Section E.

5. The City shall be solely responsible for providing a reasonably safe environment for the Event, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Event, and security at the Event.
6. The City shall make sure that the stage area and access thereto shall be free from any unauthorized persons, fifteen (15) minutes prior to commencing Artist's performance as well as during and after the performance, until the Artist leaves the stage.
7. The City agrees to provide the Artist with a copy of this Agreement, properly executed, on or before the date of the Event.

F. TECHNICAL RIDER.

City agrees to provide the Artist with the technical specifications contained in the Artist Rider, attached hereafter and incorporated herein as Exhibit "1" ("Artist Rider"). It is expressly understood by and between the Parties that the Artist's technical and logistical specifications will be met by Reflections Productions, Inc. ("Production Company") pursuant to that certain contract entered into and between the City and Reflections Productions, Inc. on February 20, 2019 for the production of City events, attached and incorporated to this Agreement as Exhibit "2" ("Contract"). The City will meet the Artist's technical and logistical specifications to the extent that it is possible pursuant to the Contract. It is the sole responsibility of the Artist to review the Contract to ensure that Artist's technical and logistical specifications are covered. The City makes no representation or warranties as to the condition of any equipment or fixture provided to the Artist by the Production Company, or the fitness of any such equipment or fixture for a particular purpose. Any changes to the Artist Rider must be approved in writing by the City.

G. PROMOTIONAL AND MARKETING OBLIGATIONS.

1. The Artist grants the City the right to use the Artist's voice, image, name and likeness in promoting the Event through direct-mail, print, e-mail, internet, social media sites (on which the City manages an official account), television and radio or any other means, whether now known or hereinafter developed. The City intends to document the Event and create a historical record or recapitulation of the Event for the City's use only. In doing so, the City may record images of the Artist, at any time during the Event. In addition to the right to use the Artist's voice, name, image and likeness in promoting the Event, the Artist's grants the City the right to record the Artist before or after

the performance at the Event for this purpose only. This right does not include any third party licenses. Any recording of the live performance by the Artist shall be limited to the first two songs and the last song performed by the Artist. Upon request by the Artist, the City will provide to the Artist a copy of the recording clip created by the City for and during the Event that include recorded images of the Artist's, Artist's likeness, and any recording of the live performance by the Artist, for the Artist's use.

2. The Artist grants the City the right in perpetuity to exhibit, record, reproduce, broadcast, transmit, publish, distribute, use and re-use, without further compensation to Artist, the final product approved by the Artist and containing the Artist's name, voice, image, likeness, biography and any photographs, videotapes, motion pictures, recordings or other record of performance of the Artist (collectively "Rights") at the Event, consistent with the terms of this Section G. The City's use of the Rights granted herein shall not be for any commercial advantage. Artist hereby waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the Released Parties from any Claims (as those terms are defined in Section I in this Agreement) arising out of or in connection with the City's use of the Rights and the Artist's use of the City's recorded materials. Prior to the City's use or exercise of the Rights, the City must provide the Artist an opportunity to inspect and approve any finished product.
3. Artist acknowledges and agrees that stage sponsor banners and surrounds, as determined by the City, shall not be modified or removed during Artist's performance at the Event pursuant to this Agreement. The stage sponsor banners and surrounds shall be placed along the perimeter or exterior border of the stage and shall not be projected on any screen inside the stage during the Artist's performance.
4. At no time shall the City commit the Artist to any interviews, promotional appearances, meet and greets, or other programmed event public involving public interaction or contract without Company's prior, written consent. Written consent may be provided by email at the Company's sole discretion.

H. NONDELEGABLE PERFORMANCE.

The Artist acknowledges that in entering upon this Agreement, the City has relied upon the Artist's talent, background and experience. As such, the duties and obligations undertaken by the Artist pursuant to this Agreement shall not be delegated or assigned to any other person or entity. Any assignment made by Artist without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement.

I. GENERAL RELEASE AND INDEMNIFICATION BY THE ARTIST AND COMPANY IN FAVOR OF THE CITY.

1. Artist assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of Artist and Artist's employees, contractors and agents
2. Artist, for himself and his officers, directors, employees, contractors and subcontractors at any tier, agents, representatives, successors and assigns, hereby unequivocally waives, releases and forever discharges, hold harmless, indemnifies, covenants not to sue and agrees to defend the City, its officers, elected or appointed, directors, employees, agents and attorneys (collectively the "City's Released Parties") from any and all claims, suits, causes of action (whether at law or equity), damages, losses, liabilities, costs or expense (including court costs and reasonable attorney's fees at all level proceedings, including appellate level) for any personal injury, loss of life, damage to property, claim for royalties, claim for infringement or any other liability, injury, damage, loss, cost or expense of any kind whatsoever and from any judgments, order or decrees entered thereon or resulting therefrom (all collectively referred to as "Claims"), arising out of, resulting from, relating to, whether in whole or in part, to Artist's negligent acts or omissions in the performance of this Agreement. To the broadest extent permitted by law, Artist shall indemnify the City against and hold the City's Released Parties harmless from any and all Claims which arise out of, result from or in any way relate to Artist's intentional or negligent acts or omissions in Artist's performance of this Agreement.
3. Company, for itself and its officers, directors, employees, contractors and subcontractors at any tier, agents, representatives, successors and assigns, hereby unequivocally waives, releases and forever discharges, hold harmless, indemnifies, covenants not to sue and agrees to defend the City, its officers, elected or appointed, directors, employees, agents and attorneys (collectively the "City's Released Parties") from any and all claims, suits, causes of action (whether at law or equity), damages, losses, liabilities, costs or expense (including court costs and reasonable attorney's fees at all level proceedings, including appellate level) for any personal injury, loss of life, damage to property, claim for royalties, claim for infringement or any other liability, injury, damage, loss, cost or expense of any kind whatsoever and from any judgments, order or decrees entered thereon or resulting therefrom (all collectively referred to as "Claims"), arising out of, resulting from, relating to, whether in whole or in part, to the Company's negligent acts or omissions in the performance of this Agreement. To the broadest extent permitted by law, Company shall indemnify the City against and hold the City's Released Parties harmless from any and all Claims which arise out of, result from or in any way relate to Artist's intentional or negligent acts or omissions in Company's performance of this Agreement.
4. The covenants in this Section shall survive the termination of this Agreement. Artist and Company acknowledge the broad nature of this indemnification, waiver, release and hold harmless provision and that the City would not enter

into this Agreement without the inclusion of such clause. Artist and Company voluntarily make this covenant and expressly acknowledge receipt of good and valuable consideration provided by the City in its support.

J. FORCE MAJEURE.

1. A "Force Majeure Event" shall mean any one or more of the following acts which renders performance by Company or Artist by this Agreement impossible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Event venue or any other Company and/or Artist reasonably believe jeopardizes the safety of Artist, any of Artist's equipment, musicians or other performers, or any of Company's key personnel; fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities, not caused by Artist, or City.
2. If, as the result of a Force Majeure Event (as defined above), Company, Artist, or the City is unable to, or is prevented from, performing at the Event or any material obligation under this Agreement, then Company's, Artist's and the City's obligations hereunder will be fully excused, there shall be no claim for damages or expenses asserted against the party claiming Force majeure by the other, and each party shall bear its own costs and expenses in connection with this Agreement.

K. INDEPENDENT CONTRACTOR.

No stipulation, clause, or condition in this Agreement shall be understood to create an agency or employer- employee relationship between the City and the Artist, Artist's representatives, agents, sub-contractors or any other person or corporation. The Artist, its employees, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights or benefits generally afforded classified or unclassified employees of the City, such as pension benefits, worker's compensation, health, insurance, unemployment benefits or any other rights or privileges granted to the City's officers and employees.

This Agreement shall not be interpreted in any way as establishing a partnership, joint venture, nor shall any provision in this Agreement shall be construed to make the City a partner of either the company or Artist.

L. DEFAULT.

Except for breach of performance on the date of the Event by the Artist, if any party defaults in its performance under this Agreement and does not cure the

default within five (5) days after written notice of default, the non-defaulting party may terminate this Agreement, in whole or in part, upon written notice without penalty. In the event the Artist fails to perform on the date of the Event, the Artist shall not have the opportunity to cure such breach and shall have forfeited payment of the Contract Price. The City reserves the right to seek any and all available remedies under the law.

M. LIMITATION OF LIABILITY.

The City's total liability to the Company or the Artist for any and all liabilities, claims, or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not in the aggregate, exceed the amount owed to the Company or Artist by the City under this Agreement.

In no event shall either party be liable to any other party for any punitive, exemplary, special, indirect, incidental, or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption of data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.

N. NOTICE.

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, upon the date of actual receipt.

CITY

David Fernandez,
Director City of Hialeah
Communication and Special Events Dept.
20 East 6 Street
Hialeah, Florida 33010
Telephone: (305) 827-0681

**VID MUSIC GROUP, LLC AND
ARTIST**

Javier Fernandez
President/ Chairman
12940 SW 128th St, Suite 104B
Miami, Fl. 33186

O. ENTIRE AGREEMENT.

This Agreement shall constitute the complete and final agreement of the Parties. The Parties represent that there are no contracts, memoranda, or agreements, whether written or oral, which pertain to the subject matter of the Agreement. Any

modification to this Agreement must be in writing and signed by the Parties. Any conflicts in the terms of this Agreement and any riders, exhibits or attachments to this Agreement shall be resolved such that the terms of this Agreement govern in all cases.

P. CONSTRUCTION OF AGREEMENT.

This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The Artist agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

Q. CONFLICT OF INTEREST.

The Artist covenants that no person under his employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interests, direct or indirect, with the Artist. The Artist further covenants that, in the performance of the Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of the Artist or his employees must be disclosed in writing to the City.

The Artist is aware of the conflict of interest laws of the City, Hialeah Code Chapter 26, Art. I and II; Code of Miami-Dade County, Florida, § 2-11.1 et seq., and the State of

Florida, Chapter 112, Part III, Florida Statutes and agree that it shall fully comply in all respects with the terms of such laws.

R. NONDISCRIMINATION.

The Artist and Company represents and warrants to City that the Artist does not and will not engage in unlawful discriminatory practices and that there shall be no unlawful discrimination in connection with Artist's performance under this Agreement on account of race, color, sex, religion, age, handicap, disability, marital status, national origin, ancestry, familial status, or sexual orientation. The Artist further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, national origin, ancestry, familial status, or sexual orientation unlawfully be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

S. AUTHORITY.

The person signing on behalf of the Company is an officer of the Company with full authority to execute this Agreement.

If this Agreement is not signed by the Artist, the person signing on behalf of the

Artist warrants that he/she is duly authorized to act for and on behalf of Artist and that he/she is authorized to enter into this Agreement. Upon execution this Agreement shall be binding on all the Parties.

T. MISCELLANEOUS.

1. Captions, title and paragraph headings are for convenient reference and are not a part of this Agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.
2. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
3. Should any provisions, paragraph, sentence, work or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
4. Further Assurances. All Parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this Agreement.

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SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida

501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of
City of Hialeah

Marbelys Fatjo, City Clerk

Mayor Carlos Hernandez

(SEAL)

Approved as to form and legal sufficiency:

Lorena Bravo, City Attorney

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SIGNATURE PAGE FOLLOWS IMMEDIATELY]

Attest Witness:

Authorized signature for
Vid Music Group, LLC

Signature: _____

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, _____/Authorized Signatory for Vid Music Group, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

(SEAL)

Notary Public

Print Name

My Commission Expires: _____

Witnesses:

Authorized Agent for
JACOB FOREVER

Signature: _____

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, _____/Authorized Signatory for JACOB FOREVER, who is personally known to me or who has produced _____ as identification.

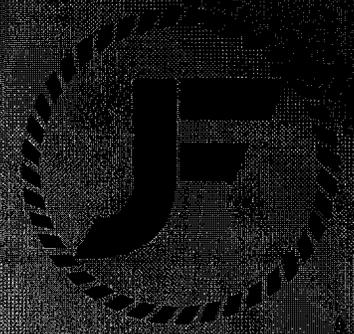
(SEAL)

Notary Public

Print Name

My Commission Expires: _____

Exhibit #1



TECHNICAL RIDER & HOSPITALITY

RIDER CONTENT / CONTENIDO:

- Contacts / Contactos.
- Technical Contract / Contrato tecnico.
- Backline / Instrumentos.
- FOH / Sala.
- Monitors / Monitores.
- Sends / Envios.
- Input list / Lista entrada.
- Miscellaneous / Miscelaneas.
- Lighting / Luces.
- Video
- FXs / Efectos Especiales.
- Stage plot / Plano de planta.
- Hospitality / Hospitalidad.

CONTACTS / CONTACTOS:

Miguel Muñoz / Arts Manager	+1 786 454 273	miguel@jacobforever.com
Javier fernandez / Booking manager	+1 702 573 1010	javier@jacobforever.com
Adam Mena / Monitor Engineer	+1 786 555 7788	adam@jacobforever.com
Eddy Sierra / FOH Engineer	+53 529 69642	eddy@jacobforever.com
Wilmaris Guzman / Production Manager	+1 786 215 3415	wilmaris@jacobforever.com

TECHNICAL CONTRACT.

This rider is part of the artist's presentation contract and must be read and completed in its entirety as stipulated. Any alteration proposed to this rider must be approved between the Client and the Artist's representative before being made; otherwise, all clauses must be respected and made in full. Any change must be stipulated in writing. This rider must be executed in its entirety by the client at its own cost.

The customer agrees to sign the rider, on all pages, in the indicated place and must return it signed, no less than four (4) weeks before the date agreed for the event or one week after receiving this document; the soonest option.

THE CUSTOMER MUST CONTACT THE PRODUCTION MANAGER VIA EMAIL NOT LESS THAN TWO (2) WEEKS BEFORE THE EVENT, OTHERWISE THE PRESENTATION OF THE ARTIST WILL BE CANCELED AND SHALL PAY IN ITS ENTIRETY ACCORDING TO STIPULATE.

IF ANY STRICTLY REQUIRED EQUIPMENT IS NOT AVAILABLE THE PRODUCTION MANAGER WILL MANAGE THE MOST ADEQUATE SOLUTION AND PROVIDE COST RECEIPTS TO BE REIMBURSED BY THE CLIENT. NO EXCEPTION OR SUBSTITUTION WILL BE ACCEPTED AS PROPOSED IN THIS RIDER WITHOUT WRITTEN APPROVAL OF PRODUCTION MANAGER

CONTRATO TECNICO.

Este Rider es parte del contrato de presentación del artista y debe leerse y completarse en su totalidad según lo estipulado. Cualquier alteración propuesta a este rider debe ser aprobada entre el Cliente y el representante del Artista antes de realizarla de lo contrario, todas las cláusulas deben ser respetadas y hechas en su totalidad. Cualquier cambio debe ser estipulado por escrito. Este raider debe ser ejecutado en su totalidad por el cliente a su propio costo.

El cliente acepta firmar el rider, en todas las páginas, en el lugar indicado y debe devolverlo firmado, no menos de cuatro (4) semanas antes de la fecha acordada para el evento o una semana después de recibir este documento; La opción más rápida.

EL CLIENTE DEBE CONTACTAR AL GESTOR DE PRODUCCIÓN POR CORREO ELECTRÓNICO, MENOS DE DOS (2) SEMANAS ANTES DEL EVENTO, DE OTRA MANERA, LA PRESENTACIÓN DEL ARTISTA SE CANCELARÁ Y DEBERÁ PAGAR POR ESTE COMO ESTA ESTIPULADO.

SI NO ESTÁ DISPONIBLE UN EQUIPO ESTRICTAMENTE REQUERIDO, EL ADMINISTRADOR DE PRODUCCIÓN MANEJARÁ LA SOLUCIÓN MÁS ADECUADA Y PROPORCIONARÁ RECIBOS DE COSTOS POR EL CLIENTE. NO SE ACEPTARÁ NINGUNA EXCEPCIÓN O SUSTITUCIÓN COMO SE PROPONE EN ESTE RIDER SIN LA APROBACIÓN POR ESCRITO DEL ADMINISTRADOR DE PRODUCCIÓN.

BACKLINE

Backline and equipment requirements (WITHOUT EXCEPTIONS) for the exclusive use of JF

- (2) SHURE AXIENT / SHURE UR4.
- DJ BACKLINE
- DDJ SZ 3 / DDJ SZ 2

SOUND REQUIREMENT * FOH */ SONIDO DE SALA

The consoles required in this raider are for the exclusive use of JF totally isolated from the general control of the system (PA). They can not be shared with another artist or band please make sure you have adequate equipment to meet the needs for the other presentations at your event. In case of festival, contact our producer manager for the relevant agreements. FOH-Console should be center at L&R cross point.

Las consolas requeridas en este raider son para uso exclusivo de JF totalmente aisladas del control general del sistema (PA). No pueden ser compartidas con otro artista o banda. Asegúrese de tener el equipo adecuado para satisfacer las necesidades de las demás presentaciones a su evento. En caso de festival, póngase en contacto con nuestro gerente de producción para los acuerdos pertinentes. La consola FOH debe estar centrada en el punto de cruce de L&R.

-(MIXER)

1opc.	DIGICO SD (all series) DMI WAVES CAE
2opc.	Yamaha CL5

-(PA)

1opc.	D&B Audiotechnik
2opc.	Meyer Sound
3opc.	JBL Vertec
4opc.	DAS Aero 50

NOTE / NOTAS:

- The Client must provide, to JF and his technical team, a time for sound check not less than 1 hour and no more than 4 hours before the opening of doors.
- The Client, or its representative, and the production personnel must be present during the test.
- The sound system must be capable of reproducing from 20 Hz to 20 kHz and about 115 dB of pressure in public areas without any problems of polarity / phase and alignment time between them.
- All its components must be ORIGINAL (imitations will not be accepted)
- The system must operate in STEREO configured in Matrices for its control.
- Our technician must have absolute control of the entire system and adjust it in conjunction with the system engineer according to the needs of the show.
- They must have the SMAART or SIM system.
- They should use Front Fill, Out fill if necessary, to cover the entire audience.

- El cliente debe proporcionar, a JF y su equipo técnico, un tiempo para la prueba de sonido no menos de 1 hora y no más de 4 horas antes de la apertura de las puertas.
- El cliente, o su representante, y el personal de producción deben estar presentes durante la prueba.
- El sistema de sonido debe poder reproducir de 20 Hz a 20 kHz y aproximadamente 115 dB de presión en áreas públicas sin ningún problema de polaridad / fase y tiempo de alineación entre ellos.
- Todos sus componentes deben ser ORIGINALES (no se aceptarán imitaciones)
- El sistema debe operar en STEREO configurado en Matrices para su control.
- Nuestro técnico debe tener el control absoluto de todo el sistema y ajustarlo junto con el ingeniero del sistema de acuerdo con las necesidades del programa.
- Deben tener el sistema SMAART o SIM.
- Deben usar el relleno frontal, el relleno de salida si es necesario, para cubrir a toda la audiencia.

SOUND REQUIREMENTS * Monitors * / MONITORES

- The consoles required in this raider are for the exclusive use of JF can not be shared with another artist or band please make sure you have adequate equipment to meet the needs for the other presentations at your event.

In the event that our technician of monitors for production reasons does not travel, you should consider asking the sound company for a trained technician who will be available to our Engineer to do the work of monitors.

- Las consolas requeridas en este raider son para el uso exclusivo de JF. No se pueden compartir con otro artista o banda. Asegúrese de tener el equipo adecuado para satisfacer las necesidades de las demás presentaciones en su evento.

En caso de que nuestro técnico de monitores por motivos de producción no se desplace, debe considerar solicitar a la compañía de sonido un técnico capacitado que estará a disposición de nuestro ingeniero para realizar el trabajo de monitores.

(MIXER)

1st option	DIGICO SD (all same) DMI WAVES CAR
	Yamaha CL5

(In ear system) / (En el sistema del oído)

(1)	Shure PSM 1000
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SIDE FILLS AND MONITORS (preferably same brand as the PA)

(2x) Side Fill sets of LINE ARRAY system hung (3 per side)
(2x) Subs 2/18 (2 stacked per side)
(1x) Wedge for the DJ (15" / 2" Driver)
(4) Floor wedges (15" / 2" Driver)

NOTE / NOTES.

*There are 4 floor wedges in the rider, if the event has a runway we require two more wedges on front off the runway. ** floor plan opc.2 **

* Hay 4 cuñas de piso en el rider, si el evento tiene una pista, se requieren dos cuñas más en frente de la pasarela. ** planta opc.2 **

MISCELLANEOUS / MISCELANEAS

- (12) Alkaline batteries Duracell AA
- (3) AC jacks located as shown in the floor plan .
- (2) Sharpie Markers - Black and Green Fluorescent gaffer tape.
- (2x) Boom Stands
- (1x) Whirlwind 32-Channel analog splitter (For FOH & Monitors) *
- (1x) Antenna combiner (appropriate for the system) - SENNHEISER.
(ASA1 NT) & (A2003-UHF)

COM & TALKBACKS

- (2x) Talk Backs (1/ FOH - 1/ MON)
 - 2x) Makie SRM150 speakers w)(FOH)-(MON)
- Communication between FOH, Monitors and Stage through an isolated system.
- We need to have 4 RF radio system with Chanel point to point and hands free microphone

- (12) Pilas alcalinas Duracell AA
- (3) Tomas de CA ubicadas como se muestra en el plano del piso.
- (2) Marcadores Sharpie: cinta adhesiva fluorescente negra y verde.
- (12x) Soportes de micrófono.
- (1x) Splitter analógico de 32 canales Whirlwind (para FOH y monitores) *
- (2x) Combinador de antena (apropiado para el sistema) - SENNHEISER.
(ASA1 NT) y (A2003-UHF)

COM & TALKBACKS

- (2x) Respuestas de conversación (1 / FOH - 1 / MON)
 - 2x) Makie SRM150 altavoces w) (FOH) - (MON)
- Comunicación entre FOH, Monitores y Etapa a través de un sistema aislado. Necesitamos tener un sistema de radio de 4 RF con micrófono de punto a punto
manos libres de canales.

AUX	NAME	EST ÷ MON
	JF	MONO
2	Floor (wedges)4X1	MONO
3	DJ	WEDGE
4	Chorus	MONO
13/14	CUE (MONITOR)	

FOH	MON	SOURCE	INPUT	STAMD
1	1	KICK	SHURE BETA 91A	MINI-BOOM
2	2	SNARE	SHURE 57	CLAMP LP
3	3	HI-HAT	SHURE SM 81	BOOM
4	4	TOM 1	Sennheiser e604	-
5	5	TOM 2	Sennheiser e604	-
6	6	TOM P	Sennheiser e604	-
7	7	O.H-L	SHURE SM 81	BOOM
8	8	O.H-R	SHURE SM 81	BOOM
9	9	TIMBAL	SHURE BETA 57	MINI-BOOM
10	10	JB	SHURE BETA 57	MINI-BOOM
11	11	BELL	SHURE BETA 57	MINI-BOOM
12	12	CONGA M	SHURE BETA 57	CLAMP LP
13	13	CONGA F	SHURE BETA 57	CLAMP LP
14	14	BASS	DI	-
15	15	PIANO L	D.I BOX	-
16	16	PIANO R	D.I BOX	-
17	17	KEYBOARD L	D.I BOX	-
18	18	KEYBOARD R	D.I BOX	-
19	19	DJ - L	D.I BOX	-
20	20	DJ - R	D.I BOX	-
21	21	TROMBONE	SHURE BETA 98	WIRELES
22	22	TROMPET	SHURE BETA 98	WIRELES
23	23	TROMPET	SHURE BETA 98	WIRELES
24	24	CHORUS TRUMPET 1	SHURE BETA 58	BOOM
25	25	CHORUS 1	SHURE BETA 58	BOOM
26	26	CHORUS 1	SHURE BETA 58	BOOM
27	27	JF	SHURE WIRELLES	-
28	28	JF SP	SHURE WIRELLES	-
29	29	AMBIENT	SHURE SM 81	MINI-BOOM
30	30	AMBIENT	SHURE SM 81	MINI-BOOM
31	31	TALL-BACK MON	SHURE SM 58	BOOM
32	32	TALL-BACK FOH	SHURE SM 58	BOOM

LIGHTS / LUCES.

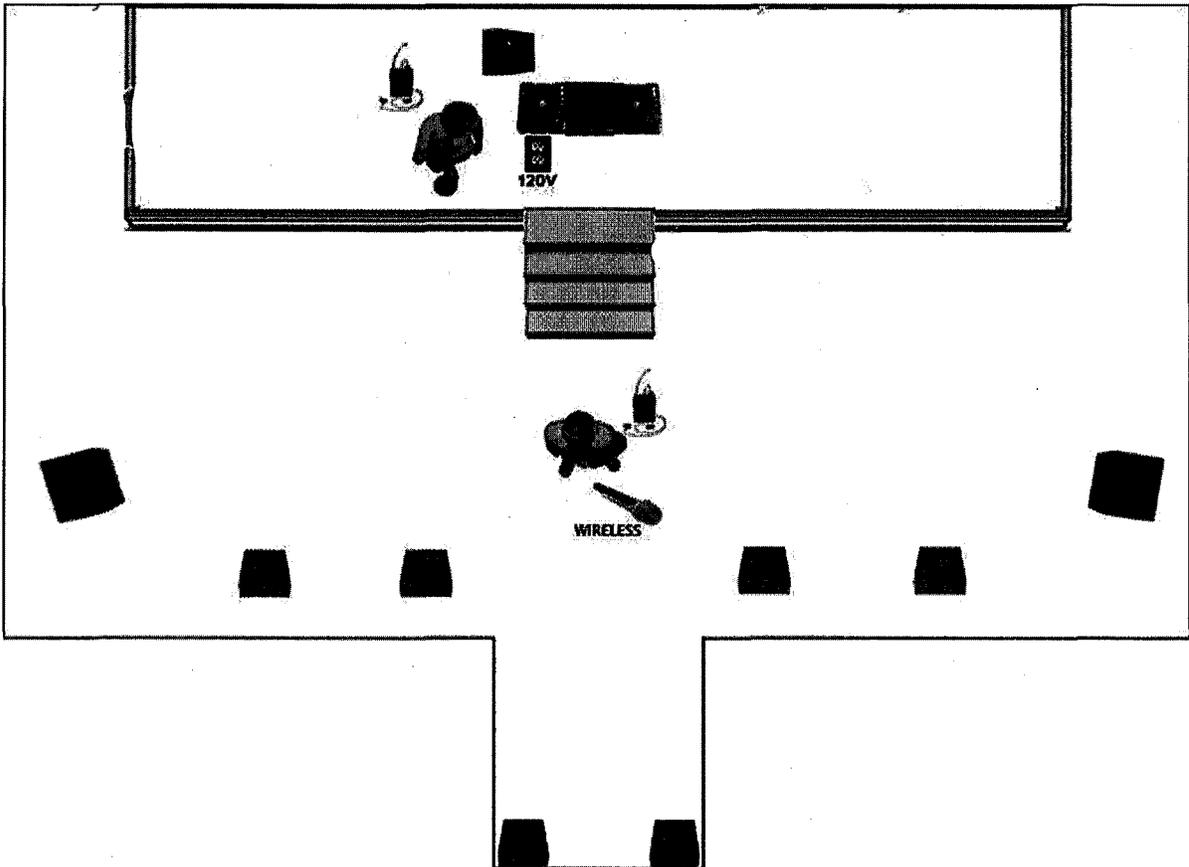
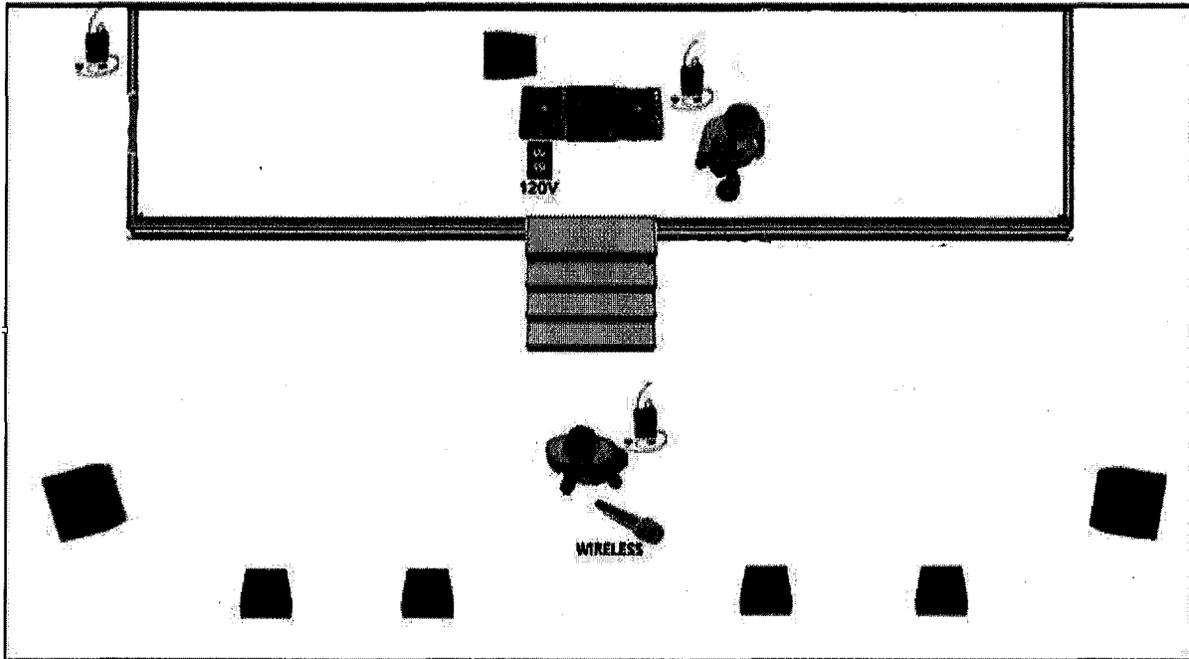
- For small venues please contact our production manager to make any adjustment.
- Para lugares pequeños, póngase en contacto con nuestro gerente de producción para realizar cualquier ajuste.

STAGE DIMENSIONS / DIMENCIONES DEL ESCENARIO.

W.	20 ft/pies.
L.	16 ft/pies.
H.	5 ft/pies.
Runway. opc.2	16ft/pies.

STAGE PLOT / PLANO DE PLANTA.

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VIDEO

Please make sure you have the latest configuration updates of 4.5 pitch panels and 0.25mts2 panels.

HD processors

- Screens central design (main) 4x2mts minimum 4.5 pitch
 - Screens design side strips to the main 3x4 mts 4.5 pitch
 - Design screens in front of the platform on the whole length and height of the same 4.5 pitch
 - Screens design both sides of the stage minimum 6x4mts 4.5 pitch
- In the event of a festival or club, communicate with the producer manager to discuss appropriate design.

Asegúrese de tener las últimas actualizaciones de configuración de los paneles de 4.5 tonos y los paneles de 0.25mts2.

Procesadores HD

- Diseño central de las pantallas (principal) 4x2 mts como mínimo 4.5 paso •
Tiras laterales de diseño de las pantallas al paso principal de 3x4 mts 4.5 •
Diseño pantallas frente a la plataforma en toda la longitud y altura del mismo paso 4.5 • Las pantallas diseñan ambos lados de la plataforma etapa mínima 6x4mts 4.5 pitch En el evento de un festival o club, comuníquese con productor para discutir el diseño apropiado.

FX

(2) CO2 Jets with 2 100 pounds tanks each controlled by dmx patched to the lighting board.

(1) Confeti Cannon (Silver / Red) loaded with 10 pounds each. Located on front of the stage left and right with 2 operators in coms.

(2) Jet de CO2 con 2 tanques de 100 libras controlados por dmx parcheado a la consola de iluminación.

(1) Cañon de Confetty (Plateado / Rojo) cargado con 10 libras cada uno. Ubicado en la parte delantera del escenario a la izquierda y la derecha con 2 operadores en coms.



HOSPITALITY

ARTIST DRESSING ROOM & GUEST TABLE

The dressing room should have the right temperature, lighting and ventilation with enough space to accommodate 10 people. make it a safe place with exclusive access only for the artist and staff.

It must be furnished as follows.

- (8) Chairs
- (1) Sofa
- (1) Full body mirror
- (1) Clothes rack (with hangers)
- (8) Sets of Cutlery / Tableware
- Plastic cups package
- (1) Pack of paper napkins
- Pack of paper cups for tea
- Rolls of paper towels
- (1) Champagne bottle
- (2) Cubes with ice and tongs
- Table with white tablecloth
- (6) White Cotton Towels

Food and beverages: Food catering to be determined

- (1) Bottled water case (Evian, FIJI) (Pac / 24)
- (2) Bottle of red wine (Malbec or Cabernet)
- (1) Johnny Walker Blue Label
- (1) Gray Goose
- (1) Cranberry juice
- (12) Coca-Cola, Sprite, Orange Juice)
- (8) Red Bull
- (4) Tray with cheeses, ham and cookies
- (4) Tray or bowl with fresh fruit
- (1) Package of variety of teas (spearmint, ginger, lemon) with honey
- (2) 12 Pack Corona (bottled) WITH SALT AND PEPPED LEMON

Vip Table:

- (1) Johnny Walker Blue Label
- (1) Cranberry juice
- (8) Red Bull

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- (12) Coca-Cola, Sprite, Orange Juice)
- (2) Bottle of red wine (Malbec or Cabernet)
- (2) 12 Pack Crowns (bottled) WITH SALT AND PEPPED LEMON

ON STAGE SMALL TABLE:

- (1) 6 Pack Corona (bottled) WITH SALT AND PEPPED LEMON
- (1) Ice bucket.

HOSPITALIDAD

SALA DE VESTIR DEL ARTISTA Y MESA DE INVITADOS

El vestidor debe tener la temperatura, iluminación y ventilación adecuadas, con espacio suficiente para acomodar a 10 personas. Conviértalo en un lugar seguro con acceso exclusivo solo para el artista y el personal.

Debe ser amueblado de la siguiente manera.

- (8) sillas
- (1) Sofá
- (1) espejo de cuerpo completo
- (1) Perchero (con perchas)
- (8) Juegos de cubiertos / vajilla.
- Paquete de vasos de plástico
- (1) Paquete de servilletas de papel.
- Paquete de vasos de papel para el té.
- Rollos de toallas de papel
- (1) Botella de Champagne
- (2) Cubos con hielo y pinzas.
- Mesa con mantel blanco.
- (6) Toallas de algodón blanco

Alimentos y bebidas: Alimentos a determinar.

Caja de agua embotellada (Evian, FIJI) (Pac / 24)

(2) Botella de vino tinto (Malbec o Cabernet).

(1) Johnny Walker Blue Label

(1) Grey goose

(1) jugo de arándano

(12) Coca-Cola, Sprite, Jugo de Naranja)

(8) Red Bull

(4) Bandeja con quesos, jamón y galletas.

(4) Bandeja con frutas frescas.

(1) Paquete de variedad de tés (hierbabuena, jengibre, limón) con miel.

(2) 12 paquetes de Coronas (embotelladas) CON SAL Y LIMÓN.

Mesa vip:

(1) Johnny Walker Blue Label.

(1) jugo de arándano.

(8) Red Bull.

(12) Coca-Cola, Sprite, Jugo de Naranja)

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(2) Botella de vino tinto (Malbec o Cabernet).

(2) 12 paquetes de Coronas (embotelladas) CON SAL Y LIMÓN.

ESCENARIO (MESA PEQUEÑA):

(1) 6 paquetes de coronas (embotelladas) CON SAL Y LIMÓN.

(1) Una cubeta con Hielo

BAND DRESSING ROOM

dressings room should have the right temperature, lighting and ventilation with enough space to accommodate 10 people. make it a safe place with exclusive access only for the artist and staff.

It must be furnished as follows.

(20) Chairs.

(1) Sofa.

(1) Full body mirror.

(1) Clothes rack (with hangers) 10+ 110 volts Electrical plugs. (1) Table with white tablecloth.

(2) (16) White cotton towels.

(3) Napkins Package.

Food and beverages: Food catering to be determined

(2) Bottled water case (Evian, FIJI) (Pac 24) (1) Tray with cheeses, ham and cookies.

(1) Tray or bowl with fresh fruits.

(1) Johnnie Walker Black Label.

(12) (Coca-Cola, Sprite, or Fanta.

(2) 12 Pack Corona (bottled) WITH SALT AND PEPPED LEMON. (10) Red Bull

SALON DE BANDA.

El vestidor debe tener la temperatura, la iluminación y la ventilación adecuadas, con espacio suficiente para acomodar a 10 personas. Conviértalo en un lugar seguro con acceso exclusivo solo para el artista y el personal.

Debe ser amueblado de la siguiente manera.

(20) sillas

(1) Sofá

(1) espejo de cuerpo completo

(1) Perchero (con perchas) 10+ 110 voltios Enchufes eléctricos Mesa con mantel blanco.

(16) Toallas de algodón blanco.

Paquete de Servilletas

Alimentos y bebidas: Alimentos a determinar.

(2) Cajas de agua embotellada (Evian, FIJI) (Pac 24) (1) Bandeja de quesos, jamón y galletas.

(1) Bandeja o cuenco con frutas frescas.

(1) Johnnie Walker Black Label.

(12) (Coca-Cola, Sprite o Fanta.

(2) 12 paquetes de coronas (embotelladas) CON SAL Y LIMÓN (10) Red Bull.