

**RESOLUTION NO. 2019-060**

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 ROTTBOYZ, LLC TO ENGAGE THE SERVICES OF EL MICHA AS THE FEATURED PERFORMER FOR THE CITY'S INDEPENDENCE DAY CELEBRATION ON JULY 4<sup>TH</sup>, 2019, IN AN AMOUNT NOT TO EXCEED \$15,000; 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**, Rottboyz, LLC is in the business of representing and furnishing the exclusive talent services of the Artist, El Micha, in particular El Micha's musical performances; and

**WHEREAS**, the City intends to host its Independence Day Celebration on July 4<sup>th</sup>, 2019, and in particular wishes to engage the services of El Micha 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 \$15,000.

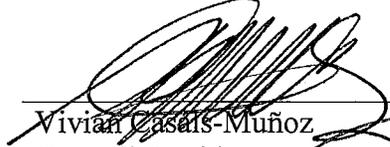
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**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.

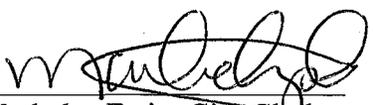
**Section 2:** The City of Hialeah, Florida hereby authorizes Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a Performance Agreement with Rottboyz, LLC to engage the services of El Micha as the featured performer for the City's Independence Day Celebration on July 4<sup>th</sup>, 2019, in an amount not to exceed \$15,000, in substantial conformity with the Agreement attached hereto and made a part hereof as Exhibit "1".

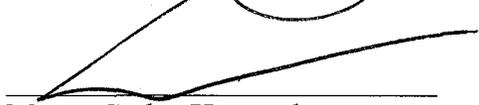
**Section 3:** This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 28 day of May, 2019.

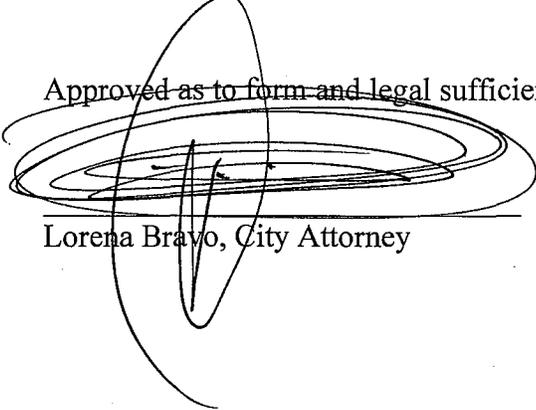
  
Vivian Casals-Muñoz  
Council President

Attest: Approved on this 10 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 ROTTBOYZ, 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 Rottboyz, LLC. ("Company") for services of Michael Fernando Sierra Miranda professionally known as "El Micha" ("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 4<sup>th</sup>, 2019 ("Event") and in particular wishes to engage the services of Artist in order to carry out performance(s) pursuant to the terms herein.

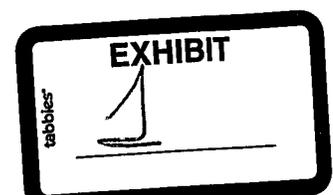
**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereby agree as follows:

**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 45 minutes in duration. The Event is scheduled to take place on July 4<sup>th</sup>, 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 6p.m. and 6:45p.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 \$15,000.00 ("Contract Price"), in two installments. The first installment of \$5,000.00 shall be paid to the Artist within fifteen (15) days from the City's execution of this Agreement. The second and final installment of \$10,000 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:

Rottboyz LLC.  
Chase Bank  
20441 N State Rd 7  
Boca Raton, Fl. 33498  
Account #: 862668717  
Routing #: 267084131

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's 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's 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 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, hold 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 involving public interaction or contact 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 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 the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Event venue or which 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

**Rottboyz, LLC**

Jaime Cosculluela  
Manager  
8040 NW 112 Terrace  
Parkland, Fl. 33076

**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.

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

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK. SIGNATURE  
PAGE FOLLOWS IMMEDIATELY]

Attest Witness:

Authorized signature for  
**Rottboyz, 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 **Rottboyz, 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  
Michael Fernando Sierra Miranda  
p/k/a El Micha

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 Michael Fernando Sierra Miranda p/k/a El Micha, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

Rottweila"s El Micha Audio Crew

Email: liveco@icloud.com

Mobile: 305-832-9402

## EXHIBIT #1

### Rottweila"s El Micha Audio Requirements

- The Venue must supply 2 WL (wireless hand mics) we prefer the use of SHURE UHF-R BETA 58's wireless systems or Senheizer G3 for the performance of "El Micha" Show.
- House Audio System as Monitor System must be in working order condition and must be original no replacements or unknown speaker systems we prefer the use of systems listed : LA-Acoustics, Meyer Sound Labs, JBL or DAS Professional Audio Systems in case of International Venues and would be the same for monitors.
- The System Size or Quantities would be the necessary to fill the whole room or venue and must supply if necessary front fills, balcony fills etc.
- If the venues runs on digital mixing desks Yamaha LS9, M7CL or PM5D would be great among others if do not we prefer the use of MIDAS, SOUND CRAFT, YAMAHA among others please specify in the back rider.
- Typically i usually mix this show by side using one desk for FOH and MON together but if the venue main desk are at the front of the stage i would mix both by the same console.
- Disponibilidad de 2 microfonos inalambricos de mano, preferiblemente el uso de sistemas inalambricos de frecuencia ultra elevada Shure UHF-R Beta 58 ó Sennheizer G3 para la presentacion de "El Micha" en tarima.
- Tanto el sistema de sala como el de monitores deben estar en buenas condiciones y operables no con remplazos o el uso de sistemas que no sean comunes en la industria. Preferimos el uso de sistemas L-Acoustics, Meyer Sound Labs, JBL o DAS en caso de plazas internacionales.
- El tamaño de el sistema debe ser el adecuado para cubrir todas las areas incluyendo laterales de ser necesario, fills para balcón y frente de la tarima el mismo debe estar ajustado y alineado correspondientemente a el lugar o plaza.
- Si la plaza cuenta con alguna consola digital, el uso de Yamaha LS9, M7CL o PM5D estara bien de lo contrario si la plaza cuenta con consolas analogicas estas deben ser: MIDAS, Sound Craft, Allen Heath Etc. Por favor especifique en el contrarider que equipos proveera en caso de digitales o analogos.
- Usualmente este programa lo trabajo haciendo la mezcla de uno de los laterales de la tarima, en caso de que la mesa o consola fuera pocisionada al frente trabajaria ambas mezclas desde el frente sala y monitores.

### Stage Patch I/O Wiring - Channel Input List

Channel Name	Input/ Microphone	Stand Type	Add Ons
1.Kick	Shure Beta 52	Short Boom	
2.Snare	Shure Beta SM57	Short Boom /	

		Claw	
3. Hi Hat	Shure Beta SM81	Straight Stand	
4. Rack Tom 1	Shure Beta 98		
5. Rack Tom 2	Shure Beta 98		
6. Tom Floor	Shure Beta 98		
7. Bell	Shure Beta SM57	Short Boom / Claw	
8. Vocal Mic	Shure Beta SM58	Long Boom	
9. Over Head Left	Shure Beta SM81	Long Boom	
10. Over Head Rght	Shure Beta SM81	Long Boom	
11. Key Left	Radial Direct Box		1/4 Line
12. Key Right	Radial Direct Box		1/4 Line
13. DJ Left	Radial Direct Box		1/4 Line
14. DJ Right	Radial Direct Box		1/4 Line
15. Piano Left	Radial Direct Box		1/4 Line
16. Piano Right	Radial Direct Box		1/4 Line
17. Bass	Radial Direct Box		1/4 Line
18. El Brujo	UHF-R Beta SM58	Long Boom	AA Alkaline's
19. El Micha	UHF-R Beta SM58	Long Boom	AA Alkaline's
20. El Micha Spare	UHF-R Beta SM58	Long Boom	AA Alkaline's

### Stage Monitors Mixes Out Patch

Mix 1	Front	4 Wedges
Mix 2	Side Fill Left	3 way with 2 Sub
Mix 3	Side Fill Right	3 way with 2 Sub
Mix 4	Piano "El Brujo" Left	1 Wedge with Sub
Mix 5	Drums "Amaury" Right	1 Wedge with Sub
Mix 6	In Ear Monitor "El Brujo"	Shure PSM900
Mix 7	In Ear Monitor "El Micha"	Shure PSM900

- Venue must supply Band Gear List Requirements including:
- 1 Analog Mixer or Dj Mixer 4ch
- 2 Keyboard Stands with Adjustable Throne
- Drum Setup Yamaha Stage Custom or Recording with Adjustable Throne
- Drum Set Hardware, DW9000 Pedal, Hi Hat & Adjustable Cymbal Stands
- 4 120/V 30amp Stage Power (UL Quadboxes Grounded)

Kick	22"x18" Size	Cymbals	Size
Snare	14"	Hats	14"
Hats	14"	Crash	16"
Tom 1	10"	Crash	18"
Tom 2	12"	Ride	22"
Tom 3	14"	China	16"