

Artist Contract

THIS ENGAGEMENT IS NOT FIRM AND NO ADVERTISEMENT CAN BE DONE UNTIL THE CONTRACTS AND RIDERS ARE FULLY SIGNED AND EXECUTED. PURCHASER WARRANTS THAT HE/SHE HAS THE RIGHT TO ENTER INTO THIS AGREEMENT AND IS OF LEGAL AGE TO DO SO.

INSURANCE AND INDEMNIFICATION

PURCHASER agrees to indemnify and hold harmless PRODUCER and ARTIST from any cause, action, protest, or claim raised in relation to his services performed herein.

1. PURCHASER shall provide workers compensation insurance for all of PURCHASER'S employees engaged in the Production and shall supply PRODUCER with a certificate of insurance evidencing such coverage and naming PRODUCER and ARTIST as additional insured with respect to any claims arising out of services rendered in connection with the Production.
2. PURCHASER shall obtain and/or maintain, or cause the owner of the venue to obtain and/or maintain, comprehensive public liability insurance, of no less than \$1,000,000 per occurrence, and \$1,000,000 in the aggregate, covering any damage or injury to third parties in connection with the Production, naming PRODUCER and ARTIST as additional insured, and shall provide PRODUCER with a certificate of insurance evidencing such coverage.

CANCELLATION

1. PRODUCER maintains the right to cancel the engagement upon written notice to PURCHASER not less than thirty (30) days prior to date of event.
2. RAIN OR SHINE: In the event this show is not presented because of inclement weather and ARTIST is present and ready to perform, PURCHASER must pay ARTIST in full.
3. FORCE MAJEURE: PRODUCERS obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, and means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, and any act or order of any cause, similar or dissimilar, beyond

PRODUCER or ARTISTS control.

4. TAXES: PURCHASER shall pay, at its sole cost, all taxes, fees, dues, levies, and the like relating to the Engagement and the sums payable to PRODUCER shall be free of the same. The foregoing shall not apply to any Federal or State income taxes imposed by law on PRODUCER or ARTIST for Engagements Performed within the United States (unless otherwise stated in this Contract) but shall apply to all other forms of taxes including, without limitation, any business occupations tax or any value added tax ("VAT").

BILLING/ADVERTISING-PERFORMANCE

NO RECORDING, TAPING, BROADCASTING, OR FILMING OF ARTIST'S PERFORMANCES WILL BE PERMITTED WITHOUT AN EXPRESSED WRITTEN AGREEMENT WITH PRODUCER, RECORD LABEL, OR CREATIVE ARTIST'S AGENCY. FINAL APPROVAL TO BE CLEARED BY ARTIST MANAGER.

1. HEADLINE ACT: Unless otherwise stated to the contrary in this contract, ARTIST shall receive 100% sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards, and marquees. PRODUCER shall have approval over each of the foregoing. No other name or photograph shall (1) appear in equal or larger type with respect to size, thickness, boldness, or prominence than the type afforded ARTIST; nor (2) shall appear on the same line or above the name or likeness of ARTIST.
2. SUPPORT ACT: If this contract calls for ARTIST to perform as a support act, then ARTIST shall receive 100% special guest star billing in any and all advertisements and/or publicity including, but not limited to, stated in previous paragraph. PRODUCER shall have approval over all advertising and promotions. If requested, PURCHASER agrees to use all ad mats, photographs, and other material provided by PRODUCER. Upon sell-out of an Engagement, PURCHASER shall promptly stop all advertising in connection therewith.

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INTERVIEWS/PERSONAL APPEARANCES

1. For Publicity and Special Promotions, contact Artist Management for approval. All interviews (advance and/or on-site), press conferences, special promotions, or other publicity needs or requests involving ARTIST must be cleared prior to engagement through Artist Management. No one else is authorized for approvals
2. In the event this engagement will be presented, promoted, co-promoted, and/or sponsored by radio station(s), PURCHASER shall notify PRODUCER of any station playing this role prior to making the commitment for approval. PURCHASER shall coordinate with ARTIST'S manager for approval.

LICENSES/PERMITS

PURCHASER shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations and the like required or requested by any union, guild, governmental authority, performing rights society, venue owner, or any third party in connection with (1) the Engagement; and (2) ARTIST'S/PRODUCERS' exercise of any rights granted herein. PURCHASER agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues, and fees applicable thereto. Upon request, PURCHASER shall provide PRODUCER with four evidence of the foregoing; provided that PRODUCER'S failure to request or review same shall not be deemed a waiver of PURCHASER'S obligations or PRODUCER'S rights hereunder.

CREATIVE CONTROL-SOUND CHECK/SET LENGTH

****To be discussed with Tour Manager during advance****

PRODUCER shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound check, sound and lighting systems, choice of performers (including opening acts, master of ceremonies, and welcoming speakers), and their length of performance, stage sets, curtains, backdrops, props, song selection, manner of performance, and any music, film, or videotape played to patrons at any time during the Engagement including prior to performance and during intermissions. ARTIST is guaranteed adequate time for sound check and a minimum, but not limited to, sixty (60) minute set.

INTERNATIONAL TRAVEL

****To be discussed with Tour Manager during advance****

If the Engagement is to be performed outside the continental limits of the United States, PURCHASER Agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable ARTIST, entourage, and their equipment to enter and leave the country of the Engagement and for ARTIST and ARTIST'S performers to render their services hereunder. PURCHASER shall cause the foregoing to be provided to PRODUCER (in writing) in a timely manner. To the extent, PURCHASER requests any information or documents from ARTIST or PRODUCER in connection therewith, such requests shall be in writing and shall be made in a timely manner.

MERCHANDISING

****To be discussed with Tour Manager during advance****

PRODUCER shall have the sole and exclusive right, without obligation to any party, to sell and distribute ARTIST'S merchandise of any kind at the Engagement including, without limitation, merchandise containing the name, voice, likeness, and logo of ARTIST and any member thereof (collectively "ARTIST'S MERCHANDISE"). Unless otherwise agreed to in writing, PRODUCER shall retain 100% of the gross receipts resulting from the sale of ARTIST'S MERCHANDISE.

PURCHASER shall provide, at its sole cost, well lit, securely covered, prime locations for vending including: lights, electric outlets, at least two (2) eight-foot tables, and adequate display space. Upon request from PRODUCER, PURCHASER shall provide competent, well able bodies to vend ARTIST'S MERCHANDISING at no extra cost to ARTIST.

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PURCHASER shall, at its sole cost, prohibit the sale or distribution of all unauthorized or so-called "bootleg" merchandise on or adjacent to the venue. No "Event Merchandise" can be produced using ARTIST'S name or likeness without PRIOR APPROVAL IN WRITING BY ARTIST'S MANAGER.

DRESSING ROOMS

****To be discussed with Tour Manager during advance****

PURCHASER agrees to provide one (1) large room for ARTIST and one (1) large room for the Band (two rooms total). Both rooms shall be well-lit, clean, dry, heated and/or air conditioned with a shower, sink, toilet, AC outlets, and mirrors. Two (2) towels, two (2) hand towels, and a bar of soap are required in ARTIST room, and twelve (12) towels, twelve (12) hand towels, and a bar of soap are required in Band room. Also, whenever possible, an outside phone line is appreciated in each room.

Dressing rooms must be clean and ready for ARTIST'S use upon arrival time at venue. Dressing rooms must be capable of being locked with keys and presented to ARTIST'S Tour Manager upon arrival at venue. If locks are not available, a security guard must be present outside each room from the time of scheduled load-in until ARTIST has left the grounds.

SECURITY

****To be discussed with Tour Manager during advance****

PURCHASER is solely responsible for providing security in connection with the Engagement.

Accordingly,

PURCHASER shall provide and pay for the adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, PRODUCER, ARTIST, (and each of their respective employees, agents, contractors, equipment, and patrons.

PURCHASER shall guarantee security from thirty (30) minutes before scheduled load-in time until completion of load-out and any signing of autographs by ARTIST after show.

PURCHASER shall provide a secured parking area for ARTIST'S Tour Bus. Area should be easily accessible to venue load-in doors, dressing rooms, and stage with "shore-power" available. At least one (1) uniformed security guard will be assigned to ARTIST'S vehicle from arrival on site until departure. This security guard will be assigned exclusively to this duty and not assigned any other second duty.

When ARTIST meets with his "Fan Club," PURCHASER shall designate and provide a secure backstage area that is clean, dry, well-lit, air-conditioned, and/or heated, and with adequate security (at least two (2) uniformed or T-shirted men) for the duration of this meet and greet. Time to be determined by Tour Manager.

When ARTIST signs autographs for the public, it is usually at the merchandise stands, and takes place after each performance. PURCHASER agrees to supply the same as aforementioned. Again, this also is to be determined by Tour Manager.

PURCHASER must also provide adequate security guards for the following:

1. Dressing room area from load-in through load-out.
2. Mixing consoles for sound and lights.
3. All entrances to the backstage area.
4. The auditorium including both sides and center of the stage.

All security personnel shall function at the direction of ARTIST'S Tour Manager and should be present for a meeting with him at least thirty (30) minutes prior to the opening of the venue doors to the public.

Backstage passes will be provided by ARTIST'S Tour Manager. No other passes will be valid during load-in, sound check, show time, performance, and load-out. All backstage passes and lists shall be subject to ARTIST'S Tour Manager's approval. No other passes or lists shall be acceptable.

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INDEPENDENT CONTRACTOR

The relationship between PRODUCER and PURCHASER is that of an independent contractor.

Accordingly, nothing in this contract is intended, nor shall it be construed, to constitute the parties as a partnership, joint venture, employee/employer relationship, principle agent relationship, or other relationship, and neither party shall represent itself to third parties as such. PRODUCER and ARTIST shall not be liable in whole or in part for any obligation incurred by PURCHASER in carrying out its obligations hereunder.

RETURN OF CONTRACT

PURCHASER agrees to sign and return this Rider and Contract to PRODUCER'S agent, Creative Artists Agency, within ten (10) days from the issue date of the Contract; otherwise, PRODUCER shall have the right to cancel the Engagement upon notice thereof without liability. PRODUCER'S failure to exercise its right to cancel the Engagement upon the completion of said ten (10) day period should not be deemed a waiver of PRODUCER'S right to cancel the Engagement at any time thereafter.

MODIFICATION/ASSIGNMENT/MISCELLANEOUS

This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Rider and Contract (or any part thereof) may not be changed, modified, or waived except by a signed, written agreement of the parties. Nothing in this Rider or Contract shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over the services of ARTIST or the Engagement. Whenever there is any conflict between any provisions of this Rider and Contract and any law, rule, or regulation, said law, rule, or regulation shall prevail, and this Rider and Contract shall be modified to the extent necessary to eliminate such conflict. This Rider and Contract may not be assigned without the written agreement of the parties; otherwise, any such attempted assignment shall be deemed null and void.

NOTICES/CONSENTS

All notices, consents, approvals, and the like given in connection with this Rider and Contract shall not be effective unless contained in writing, signed by the party giving same.

PARAGRAPH HEADINGS

Paragraph headings are used herein for convenience only and shall not be used to interpret this Rider.

AGREED AND ACCEPTED BY:

Purchaser _____ Date _____