

**CENTERARTS/UNIVERSITY CENTER/HUMBOLDT STATE UNIVERSITY/A.S.
PERFORMANCE RIDER**

THIS ^{amended rider} AGREEMENT is hereby made a part of the attached contract.

1. INDEMNIFICATIONS. ^{Producer} Artist(s) and ~~Artist's Representatives~~ shall hold harmless, indemnify, and defend the ~~State of California, the Trustees of the California State University, Humboldt State University, CenterArts, University Center, HSU Associated Students, and the~~ officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expenses, ~~costs of every nature,~~ and causes or actions arising out of or in connection with the Artist's use or occupancy of the premises, provided that such claims, demands, losses, liabilities, costs or expenses are ~~due or are claimed to be due~~ ^{solely} to the willful or negligent acts or omissions of Artist or Artist's ~~personnel~~ ^{publicly perform within agents and/or employees}.
2. EXCLUSIVE PERFORMANCE(S). Artist(s) will not accept any other engagement for a performance of any kind prior to, or 90 days following the performance(s) hereinabove described within a radius of 150 miles from the location(s) of the performance(s) hereinabove described, or of any portion or portions thereof, without express written permission of CenterArts. ~~In the event of any such unauthorized performance or announcement, the performance(s) described hereinabove, or any portion or portions thereof, may be cancelled by CenterArts, and such cancellations shall be without prejudice to CenterArts' other rights and remedies hereunder.~~ ^{which consent shall not be unreasonably withheld.}
3. AGENTS WARRANTY. ~~ARTIST~~ ^{Producer} warrants that ~~AGENT~~ ^{Producer} has full and current legal authority to act on behalf of Artist. ^{Furnish the Sem or Artist.}
4. COMPLIMENTARY TICKETS. CenterArts shall be the only ^{subject} party authorized to issue ~~10~~ ²⁰ complimentary tickets to the performance(s) described hereinabove. A maximum of 10 complimentary tickets shall be given to Artist. All complimentary tickets shall be appropriately distinguished and shall not be counted in determining gross receipts.
5. NON-PERFORMANCE NOT A DEFAULT. Neither Artist nor CenterArts shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, interruptions of electrical power, other acts of God, or any cause beyond the ^{reasonable} control of Artist and CenterArts. ^(Paragraph 5 is subject to terms of contract Artist rider)
~~⊗ Beyond the Reasonable Control of Such Party,~~
6. ANTICIPATORY BREACH. ~~In the event that, after the execution of this Agreement, Artist's agent, or Artist's Designated Representative indicates or states that Artist is unwilling or will be unable to appear or present the performance(s) hereinabove defined, and such failure is not excusable under Paragraph 5 hereinabove; or in the event that Artist or any member of Artist's traveling component deemed by CenterArts in its sole discretion to be material to the performance(s) hereinabove defined, or to any portion or portions thereof, or any authorized agent of Artist takes any voluntary affirmative action which, in CenterArts' sole discretion, renders substantial performance of Artist's contractual duties hereunder impossible, CenterArts may cancel the performance(s) hereinabove defined, or any portion or portions thereof, and in addition, Artist shall be responsible for payment of any and all costs, expenses, damages (including CenterArts' actual expenses incurred in preparation for the performance(s) hereunder) and claims from such cancellation. Any breach or anticipatory breach of this Agreement by Artist shall be deemed a material breach.~~
7. MERCHANDISING PERCENTAGE. CenterArts takes ^{90/10 on media - r/n} 10% of gross merchandising receipts for this engagement. ^{Artist}

8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED ^{Illegal} SUBSTANCES ON CAMPUS.

9. Total catering budget shall not exceed the amount budgeted and accepted by the performer's representative in the original offer.

10. ORAL REPRESENTATION AND AMENDMENTS. No ~~representation~~ ^{Amended or Artist Rider}, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider AND ~~TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET~~ ^{Amended}. This rider is made an integral part of all agreements. ^(not attached)

Not attached

11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, ~~the cost of backline equipment~~), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as requirements in the Artist's rider, unless these requirements are specifically written into the ~~payment section of the contract~~ face for this engagement, as well as the deal memo for this engagement, if a deal memo has been issued.

12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.

13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, and all obligations of any of the parties hereto shall bind his, her, or its heirs, executors, personal representatives, successors and assigns. ~~A fully executed contract for this engagement shall be deemed an acceptance of the terms in this rider, regardless of whether or not this rider has been countersigned by the artist or an authorized representative of the artist.~~

14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.


For Artist/Producer


For CenterArts

Tax ID/Social Security #


For University Center

Updated: April, 2009

★ Execution subject to amendments hereto.



9601 Wilshire Boulevard
 3rd Floor
 Beverly Hills, CA 90210
 USA
 Phone: +1 310-786-4740
 email: brb@wmeentertainment.com

MELISSA ETHERIDGE

MELISSA ETHERIDGE

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 01 Jun 2015 between MELISSA ETHERIDGE (hereinafter referred to as "PRODUCER") furnishing the services of MELISSA ETHERIDGE (hereinafter referred to as "ARTIST") and CENTER ARTS - HUMBOLDT STATE UNIVERISTY/Roy Furshpan (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

JOHN VAN DUZER THEATRE
 1 Harpst Street
 Arcata, CA 95521
 USA

IN-HOUSE SOUND, LIGHTS & PRODUCTION _____

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

2. DATE(S) OF ENGAGEMENT:

Thu 19 Nov 2015

a. Number of Shows:

1

b. Show Schedule(s):

07:30 PM: Doors

08:00 PM: MELISSA ETHERIDGE. (110 min.)

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT _____

No support. No intermission. No curfew

3. BILLING (in all forms of advertising):

100% Headline "MELISSA ETHERIDGE THIS IS M.E. SOLO"

4. COMPENSATION:

\$50,000.00 USD (Fifty Thousand U.S. Dollars) flat GUARANTEE.

REIMBURSEMENT(S):

\$3,500.00 USD for Production due: 19 Nov 2015 -- Paid to ARTIST

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

- a. PURCHASER to provide in-house stacks, racks and lighting (show expense – \$3,000 rental cost).
- b. The \$3,500 "production reimbursement" indicated represents a \$3,500 reimbursement to ARTIST for "Touring Production" (including, but not limited to FOH board, monitors, monitor board and backline) due on or before November 19, 2015. In the event the venue has unmovable and permanent production, PURCHASER shall immediately notify ARTIST and shall nonetheless make best efforts to integrate Touring Production into the venue. All customary and standard expenses associated with all of the foregoing (i.e. stagehands and loaders) shall be at PURCHASER's sole expense.
- c. PURCHASER to provide 1 (one) 9' Steinway D piano (with the piano lid, stick and music stand removed from said piano) and 1 (one) 12'x8'x1' piano riser with black skirting. In addition, PURCHASER to ensure a Piano Tuner is provided at 10am for tuning and touch up after sound check at 5pm (piano to be on the piano riser and tuned before ARTIST production load in at 11am).
- d. PURCHASER to provide 2 (two) follow spots with qualified operators as required by ARTIST (show expense).
- e. PURCHASER to provide catering (breakfast, lunch and dinner), dressing room catering and bus stock as required by ARTIST (show expense - \$1,000 budgeted - not a cap). ARTIST requires all catered foods to be organic, free-range, cage free. No GMO or processed foods. Vegan and gluten-free options should be available. Please advance with ARTIST's Tour Director Steven Girmant (sgirmant@me.com and 818-519-7861).
- f. PURCHASER to provide 1 (one) runner with a large passenger van as required by ARTIST.
- g. The show production schedule (including without limitation, load-in, load-out, sound check and all other production call times) shall be subject to ARTIST's prior written approval and shall be advanced with ARTIST management or its authorized representative not later than one week prior to performance. PURCHASER's failure to comply with this paragraph shall be deemed a material breach of contract and ARTIST shall have the right to not perform the engagement and shall be entitled to receive the full agreed compensation.
- h. PURCHASER to provide parking for 1 (one) bus and 1 (one) trailer as required by ARTIST (show expense). *venue has parking for a bus without a trailer at the stage door. Bus parking with a trailer is four blocks away - on*
- i. PURCHASER to provide 1 (one) DSL Line (show expense). *No telephones required - WiFi - on*
- j. It is understood and agreed that ARTIST's show length will be approximately 110 minutes. No support. No intermission. Should PURCHASER request a support act to be added to this engagement, it will be a show cost and must be approved in writing by ARTIST's management and/or WME. Further, it is understood and agreed that said "support act" will not affect ARTIST's production setup in any way whatsoever.
- k. PURCHASER to provide and pay for 2 (two) dozen bath towels and 1 (one) dozen hand towels. No charges accepted for towels as a show cost.
- l. ARTIST may burn sage and/or sweetgrass plant (smoldering) prior to and throughout the performance. ARTIST burns/smudges with sage and/or sweetgrass in the backstage dressing room and or stage area. Sage/sweetgrass is lit with a lighter and then extinguished so that it smolders/smokes which is then displaced in the area being smudged.
- m. It is understood and agreed that there will be no charge-backs or overtime charges deducted from ARTIST's guarantee under any circumstances.

Production Contact:

Michael Moore Jr.
(707) 826-4411 (off.)

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation:
b) Accommodations:
c) Air freight and excess baggage:
d) Ground transportation:
e) Meals and incidentals:
f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

- a. Ticketing + Meet & Greet Guidelines & Restrictions.
1. IT IS UNDERSTOOD AND AGREED THERE WILL BE NO VENUE, RADIO OR ANY OTHER PURCHASER GENERATED MEET & GREETS. HOWEVER, ARTIST SHALL HAVE THE RIGHT TO CONDUCT ITS OWN MEET & GREET IN ITS SOLE DISCRETION.
2. ARTIST has no obligation to sign photos, CDs and/or any instruments without prior written permission from WME or ARTIST
3. PURCHASER and venue agree to work with Artist Arena to sell VIP packages (which may include, but is not limited to merchandise, early admission, sound check party, meet & greets, etc) in connection with the Engagement herein and that PURCHASER shall not participate in any revenue derived from the sale of said VIP packages. In addition, PURCHASER hereby grants and shall secure (at no cost to ARTIST) all necessary rights and approvals necessary for ARTIST to conduct its on-site activities. In addition, PURCHASER shall provide 10% of venue's sellable capacity for fan club presale & VIP tickets and PURCHASER will send a venue seating map for review upon show confirmation. ARTIST management and Artist Arena to determine exact allocations and locations of these seats. Fan club tickets must be held within the center section of rows 1 – 5 of the venue, beginning with the very first row of seats. In the event of a GA venue with no reserved seating, Fan Club to receive "Priority/Early Entry". All details regarding the above must be approved in writing by Stella Psamudakis

(stella.psaroudakis@artistarena.com)

4. ARTIST comps = 20

5. If applicable, tickets will be sold in venue's orchestra pit. If it is not possible to sell tickets in the venue's orchestra pit, please notify Stephanie Myers (smyers@wmeentertainment.com) and cc Brad Goodman at WME (BNG@wmeentertainment.com) prior to your on-sale. In addition, the pit must be raised for production to utilize as ARTIST prefers to be as close to the audience as possible

b. Marketing Guidelines & Restrictions:

1. It is understood and agreed that ARTIST will be billed at all times as 100% Headline "MELISSA ETHERIDGE THIS IS M.E. SOLO."
2. Ticket header must be printed "MELISSA ETHERIDGE THIS IS M.E. SOLO". No sponsors allowed on the ticket header.
3. PURCHASER to pay for and utilize tour admats, radio spots and TV spots from Bill Young Productions at 281-240-7400. Advertising materials cannot be altered. No other advertising materials may be used unless there are instance(s) where these ad mats cannot be utilized (ie. series/season ads). In these instance(s), PURCHASER must utilize ARTIST approved photos in all advertising including, but not limited to, billboards, venue marquee, print ads, websites and email blasts (please contact Stephanie Myers for said photos) -- NO OTHER PHOTOS MAY BE USED AND SAID PHOTOS MAY NOT BE ALTERED. Final draft(s) of all advertisement(s) must be sent to Stephanie Myers (smyers@wmeentertainment.com) for written approval prior to use.
4. Marketing plans shall be submitted to Stephanie Myers (smyers@wmeentertainment.com). These marketing plans must be approved in writing by Stephanie Myers prior to your on sale.
5. Any radio "presents" need written approval of ARTIST. Please direct all requests to Stephanie Myers (smyers@wmeentertainment.com).
6. There shall be no visible sponsor signage on the stage. No implied endorsements or "presents" of any kind. Any exceptions to this must be approved in advance in writing by Stephanie Myers.

c. Recording, Photography and Broadcast Guidelines & Restrictions:

1. PURCHASER UNDERSTANDS AND AGREES THAT THIS CONTRACT IS SPECIFICALLY FOR A LIVE PERFORMANCE. TO CLARIFY, PURCHASER UNDERSTANDS AND AGREES THERE WILL BE ABSOLUTELY NO LIVE BROADCASTS, NO AUDIO OR VIDEO RECORDING AND NO WEBCASTS OF ARTIST'S PERFORMANCE. IN ADDITION, PURCHASER SHALL MAKE BEST EFFORTS TO PREVENT ANY UNAUTHORIZED RECORDING, REPRODUCTIONS, TRANSMISSIONS, ETC. OF THE ARTIST'S PERFORMANCE HEREUNDER.
2. Any photographic coverage of ARTIST's performance is strictly forbidden without prior written permission from ARTIST. On occasions where credentialed photographers are given permission to cover a portion of the concert, PURCHASER will ensure that photographer signs a release form limiting the rights to the photos. ARTIST representative will supply PURCHASER with release forms.

d. PURCHASER shall cause its staff and the venue staff NOT to report the show gross and/or final tickets sold in connection with the engagement herein to any of the music business trades (including, but not limited to Billboard and Pollstar).

e. Any language that may have been contained in your offer, which is not included in this agreement, shall not be considered part of the contract.

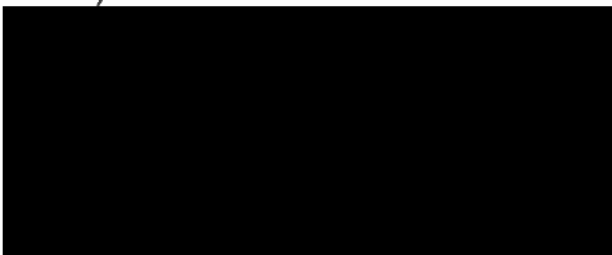
8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof

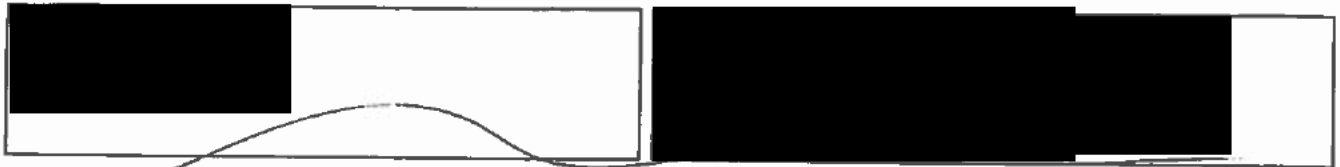
9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. All ~~deposit~~ payments shall be paid via certified or cashier's check sent to:



no deposits - msn



Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name

Full Guarantee - *as sender, name of the artist, start date of the Engagement(s)*

~~Balance~~ of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

ALL PAYMENTS BY UNIVERSITY CHECK

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the engagement.

Flat - 2, -

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SONDRY	OTHER	NET PRICE	GROSS POT.
The 19 Nov 8 00 PM	812 Reserved	\$76.00	20	0	792								\$76.00	\$60,192.00
	812		20	0	792									\$60,192.00

SCALING NOTES:

- *Season discounts may apply.
- *Student Price: \$32

ADJUSTED GROSS POTENTIAL:	\$60,192.00
TAX:	
NET POTENTIAL:	\$60,192.00

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Advertising	\$1,500.00				
Box Office	\$500.00				
Catering	\$1,000.00				
Credit Cards	\$1,200.00				
Production	\$3,500.00				Box office only
Rent	\$725.00				Paid to ARTIST
Runners	\$325.00				1 runner w/van
Security	\$900.00				Includes Ushers
Sound & Lights	\$3,000.00				\$1,200 Lights/\$1,800 Sound
Stagehands	\$1,500.00				
Ushers	\$350.00				

Expense Totals: \$14,500.00

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:

There shall be no use of ARTIST's name, likeness, logo or otherwise on any merchandise without prior written approval from ARTIST's management or WME

Artist sells, CD/DVD 90.00% of proceeds to ARTIST.

Artist sells, T-Shirts/Soft 80.00% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By

CENTER ARTS - HUMBOLDT STATE UNIVERSITY
Roy Furshpan
Humboldt State University
Arcata, CA 95521

By

Melissa Etheridge

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above. Attention: Becker

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

WITH THE EXCEPTION
OF THE CALIFORNIA
FRANCHISE TAX BOARD
WITHHOLDING AS
REQUIRED BY LAW

A. COMPENSATION

(1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.

~~(2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.~~ Flat - on

~~(2) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.~~ - on -

(4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

(1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.

(2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.

(3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.

(4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.

(5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.

(6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.

(7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

(1) PURCHASER 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 Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.

(2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.

(3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.

(4) PURCHASER agrees to pay all amusement taxes, if applicable.

(5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.

(6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.

(7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).

(8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

(1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.

(2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.

(3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.

(4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement.

Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible 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 Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel, embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

H. BILLING

(1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.

(2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.)

Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, or any of its officers, directors, principals, agents, employees and representatives as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their

respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

- (1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
- (2) PURCHASER agrees that no activities governed by this Agreement may be undertaken contrary to United States law, including, but not limited to, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, and regulatory and sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control. PURCHASER warrants that neither it nor any financier, sponsor, or contributor to the Engagement is a person or entity on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, or otherwise designated as subject to financial sanctions or prohibited from receiving U.S. services. Moreover, PURCHASER represents and warrants that it is not controlled by any such person or entity and is not controlled by a national or resident of any such country. PURCHASER further agrees to notify both PRODUCER and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement.
- (3) This (and any of PRODUCER's riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.
- (4) This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Los Angeles County in the State of California in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Los Angeles County in the State of California and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.
- (5) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.
- (6) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.
- (7) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.
- (8) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.
- (9) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

DATE OF ENGAGEMENT:
VENUE:
PROMOTER:

This agreement sets forth additional terms and conditions regarding the above engagement and is hereby made a part of the A. F. of M. contract dated _____ between RIDGE ROAD INC., furnishing services of MELISSA ETHERIDGE (hereinafter referred to as ARTISTE), and

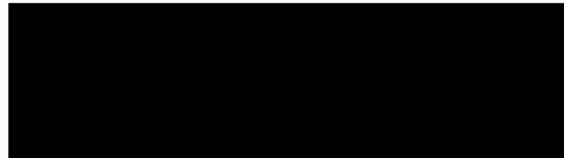
_____ (hereinafter referred to as PURCHASER). This contract rider consists of seventeen (17) pages.

The attached technical rider and production requirements are the combined result of many shows, and are deemed necessary to present the best possible performance, aesthetically and technically. Please note that the touring personnel that you will be talking with regarding this show can be reached via the numbers /email below.

In the event that unusual circumstances exist in the production of this show, required changes must be made no less than fourteen days prior to the performance by contacting Primary Wave Talent Management LLC. There shall be no changes to any terms or conditions outlined herein without ARTISTE approval, in writing, a minimum of fourteen (14) days in advance of this engagement. Furthermore, requested changes must be in the form of a separate letter; alteration or modification of any portion of this agreement is neither acceptable nor legally binding, REGARDLESS OF ANY ALTERATIONS BY PURCHASER TO THIS SPECIFIC CLAUSE.

We will be happy to help you work out any problems, but please be advised that you are responsible for all requirements in the contract rider. Thank you for your co-operation, we look forward to a great show with you.

Primary Wave Talent Management LLC
Larry Mestel
Deborah Klein
Anne Watkins



Tour Director
Steven Girmant



GENERAL INFORMATION

APPROVAL

ARTISTE shall have the right of approval of any and all other acts on the show, their set times and lengths. ARTISTE also reserves the right to approve all special effects used by other acts in this show, including, but not limited to, mirror balls, flash pots etc. Representative of other acts must contact ARTISTE representative no less than fourteen (14) days prior to show.

ASSOCIATIONS

Neither the name and/or likeness of ARTISTE, the engagement, nor any member of the entourage nor the promotion of the concert itself may be used or associated, directly or indirectly, with any product, service, and/or corporate entity for any reason whatsoever without the express written consent of the ARTISTE. No signs, placards, banners or advertising material of any kind may be placed in or around the venue without ARTISTE prior written consent. PURCHASER will not enter into radio or television sponsorship or co-sponsorship without express written consent of the ARTISTE. Furthermore, any communication and/or media format (including but not limited to electronic and/or print media, public displays, etc.) associating the ARTISTE and/or the Engagement directly or indirectly with any product, service, and/or corporate entity for any reason whatsoever, shall completely negate all advertising expenses relevant to the Engagement and constitute a breach of this agreement.

CANCELLATION

ARTISTE reserves the rights to cancel this engagement up to thirty days prior to play date, by notice in writing to PURCHASER.

HEADLINE BILLING

ARTISTE shall receive 100% sole exclusive headline billing in any and all advertising and publicity, including marquee, and shall close the show at each performance during the engagement hereunder, unless otherwise stated on the face of contract.

MERCHANDISING

PURCHASER agrees that ARTISTE designee, Dreamer Media shall have the sole and exclusive right to sell all non-food and non-beverage items, including but not limited to souvenir books, phonograph recordings, wearing apparel, posters, stickers, programs and other items of merchandise, at or about the venue on the day of ARTISTE concert and prior to, during and after each concert, whether or not such items bear ARTISTE name and/or likeness. PURCHASER shall provide adequate space for ARTISTE designee to vend such material, and PURCHASER agrees that ARTISTE designee shall, as it may require, have access to any hall facilities and any and all areas adjacent to the venue.

PURCHASER further agrees to use its best efforts to prevent and stop the sale or distribution of any merchandise sold by any person other than ARTISTE designee at ARTISTE concerts, whether inside or outside the venue. It is understood that no person or entity other than ARTISTE designee, Dreamer Media shall have the right to sell or distribute any non-food and non-beverage items at the engagement without the express written consent of ARTISTE designee. PURCHASER further agrees to use its best efforts to obtain the lowest possible hall and vendor fees payable to the venue for the sale of ARTISTE merchandise hereunder, and ~~PURCHASER represents and warrants that it will receive no interest or fee, either directly or indirectly, from the proceeds of sales of ARTISTE merchandise.~~ ARTISTE designee, Dreamer Media is the sole licensed distributor of all merchandise.

NO RECORDING

PURCHASER warrants that there shall be no audio and or visual recording and or broadcast of any part of this engagement without written consent of ARTISTE.

NO SEGREGATION

PURCHASER agrees that ARTISTE will not be required to perform before a segregated audience.

PHOTOGRAPHIC COVERAGE

Any photographic coverage (still or video) of ARTISTE performance is strictly forbidden without prior written permission from ARTISTE. On occasions where credentialed photographers are given permission to cover a portion of the concert, PURCHASER will ensure that photographer signs a release form limiting the rights to the photos or video material. ARTISTE representative will supply PURCHASER with release forms.

WARNING SIGNS

PURCHASER will place and enforce signs stating "NO CAMERAS, VIDEO OR AUDIO RECORDING DEVICES OR LASERS" at all public entrances to the place of performance.

PROMOTIONS & ADVERTISING

APPROVAL

PURCHASER will not place tickets on sale or place any advertising or promotions (radio, print, TV, posters, flyers etc.), or have media "co-presents" until first approved by ARTISTE representative Deborah Klein. Radio and television advertising spots must be produced by Bill Young Productions [REDACTED]

Melissa Etheridge ad mats shall be used in all print advertising. Print for editorial purposes; only photos contained in the press kits may be used and may be obtained from Anne Watkins at Primary Wave Talent Management LLC.

INTERVIEWS

PURCHASER will not commit ARTISTE to any promotional activities or interviews without prior permission of ARTISTE representative. This applies to but shall not be limited to, radio, television, and print media. Press contact is ARTISTE representative Anne Watkins should you have any questions.

INSURANCE

CERTIFICATES

PURCHASER shall supply certificates of insurance policy/policies to the ARTISTE management a minimum of fourteen (14) days prior to the engagement.

FAILURE TO OBTAIN INSURANCE

PURCHASER agrees to be directly and solely responsible for any and all failures to obtain such insurance. Failure to supply the foregoing is a direct and absolute breach of the Agreement.

INDEMNIFICATION

Without limiting any other provision contained in this rider or in this Agreement to which this rider is an integral part, PURCHASER agrees to protect, indemnify, and hold harmless the ARTISTE and all ARTISTE shareholders, directors, management, agents, musicians, staff, employees, sub-contractors, representatives, officers, affiliates, and any and/or all other relevant personnel and or legal surrogates from and against any and all claims, actions, final judgments, damages, liability and/or expense including legal and other professional fees arising from or in reference to the Engagement and occasioned in whole or in part by any act or omission to act by the PURCHASER.

NAMED ADDITIONAL INSURED

Such Policy/Policies shall specifically name "Melissa Etheridge, MLE Music, Ridge Road Inc., & all shareholders, directors, management, agents, musicians, staff, employees, sub-contractors, representatives, officers, affiliates, and any and/or all other relevant personnel and or legal surrogates" and "Primary Wave Talent Management, LLC. and all shareholders, directors, management, agents, staff, employees, sub-contractors, representatives, officers, affiliates, and any and/or all other relevant personnel and or legal surrogates" as "Named Additional Insured" in an amount which shall not be less than TWO MILLION DOLLARS U.S. (\$2,000,000.00 USD) for each occurrence of personal injury, wrongful death or other tort, and property damage arising out of or in connection with any act of omission at the Engagement.

POLICY

PURCHASER shall obtain a policy or policies of insurance issued by a licensed and financially sound insurance company with an "A" rating or better, licensed to do business in the jurisdiction of the Engagement. Such insurance shall be in force and effect for a period of twelve (12) hours prior to the first work call day of the Engagement and until twelve (12) hours after completion of (last) performance.

TICKETS AND SETTLEMENTACCESS TO BOX OFFICE

ARTISTE representative will have the right to be in the box office at all times to examine and to make extracts from the box office records. A signed box office statement, a fully executed facility lease along with all show bills and expenses will accompany the settlement.

ADVERTISING INVOICES

Flat deal - m -

At sound check, PURCHASER must provide ARTISTE Tour Accountant with a complete package of all advertising expenses. Original bills must accompany this package. Radio bills must be accompanied by a signed affidavit from the radio station showing when the advertisements ran. The original tear sheet showing date and name of periodical must accompany bills for print advertising. Originals of any posters or flyers, etc., must be presented along with respective bills. All invoicing for advertising and promotional expenses presented at settlement for payment must be original form and must contain the following:

- Gross, net and commissionable or discountable amounts.
- A notarized affidavit of performance (through two (2) days prior to event) stating: dates run, times run, and contract rates.
- Co-presents or station promotional packages must be detailed in letterform by a station official and notarized.
- An invoice number, date, and ARTISTE listed as client.
- Promoter / agency orders and / or insertion orders are not acceptable for payment approval.
- Original tear sheets and current rate cards must accompany all invoicing for print advertising.

If PURCHASER utilizes an advertising agency, PURCHASER must pay all advertising agency fees, and ONLY NET ADVERTISING invoices will be allowed for settlement unless otherwise agreed by ARTISTE in writing.

Flat deal - m -

PURCHASER will notify all radio stations traffic and accounting offices that all electronic media buys placed by the promoters or advertising agencies for all of ARTISTE tour dates are to be treated as co-op purchase and payments. Piggyback or dual talent spots will not be allowed for payment.

COMMISSIONS

Under no circumstances shall any commissions or other charges be included in settlement that were not actually paid out by PURCHASER (i.e. non-documented expenses), or that were paid to any entity owned, managed, or otherwise operated by in association with the PURCHASER (including but not limited to "commission" on advertising expenses, tickets, etc.) without prior written consent from ARTISTE.

COMPLIMENTARY TICKETS

Any and all comp tickets including sponsors, promoters and media must be approved by management. Each complimentary ticket will be issued as a fully punched ticket. PURCHASER shall pay for complimentary tickets not approved in advance by Primary Wave Talent Management, LLC., in whole to ARTISTE Tour Accountant at settlement. PURCHASER will provide ARTISTE with thirty (30) complimentary tickets. The location of the tickets MUST be discussed with ARTISTE representative Deborah Klein or Tour Director Steven Girmant, prior to tickets going on sale. With the permission of the ARTISTE Tour Accountant only, any unused portion of this allocation will be placed back on sale the day of the show. There are to be no complimentary tickets whatsoever in the first ten (10) rows, unless agreed to in advance of the on sale date in writing by Primary Wave Talent Management LLC.

20 small venue - m -

COUNTERFEIT TICKETS

in house ticketing (university ticket office) 3.0
~~A bonded ticket house shall print all tickets.~~ PURCHASER is liable for any and all counterfeit tickets. Under no circumstances will ARTISTE assume any loss due to counterfeit tickets.

COST OF BUSINESS

PURCHASER will not include, nor will ARTISTE recognize any item which is considered to be the PURCHASER'S cost of doing business, including but not limited to PURCHASER travel, entertainment, telephone, postage, and/or other costs, production and/or stage manager, runner, fuel for runner vehicles, etc. Gratuities and/or similar payments will not be included as a show expense.

DEDUCTIONS

PURCHASER must accurately and completely represent all gross ticket prices in writing to both ARTISTE management and WME at the time of contract execution. Furthermore, any deductions from the gross tickets and/or revenue (including but not limited to service charges, taxes, parking fees, ticket charges/commissions, box office charges, restoration fees, deductions or additions of any kind whatsoever) and how these deductions are calculated against the gross tickets and/or revenue shall become an integral part of the Agreement.

Any overages resulting from non-represented and/or misrepresented ticket monies and/or the calculations thereof (gross or net) shall be paid in full directly to ARTISTE Tour Accountant at settlement, notwithstanding the nature of representation and or misrepresentation. ARTISTE representative shall not recognize any taxes on, and/or deductions from the gross revenue that has not been agreed to in writing as part of the Agreement.

FAN CLUB TICKETS

Per deal point letter and WME confirmation memo agreement.

VIP PROGRAM

Artist may sell tickets for a VIP program, potentially including merchandise, early admission, sound check party and meet & greets. These tickets will be pulled and paid for at face value. The Artist will retain 100% of the "lift". This revenue will not be shared.

GROSS POTENTIAL

The specific capacity, manifested or not, gross potential, starting time of the show, any and all taxes, and ticket price breakdown, must be clearly printed on the face of the AF of M. contract that this Agreement is attached to. If the actual gross potential is less than the gross potential stated on the face of the contract, PURCHASER shall pay in cash to ARTISTE Tour Accountant on the night of the engagement, prior to performance, the total difference between the stated gross potential and the actual gross potential. In the event that the gross box office receipts and/or admission prices exceed those stated on the contract, PURCHASER shall pay to ARTISTE on the night of the engagement the total difference between the agreed upon potential gross and the actual gross.

NON-MANIFESTED SEATS

ARTISTE Tour Accountant must be notified immediately if there are any non-manifested areas of seating in the Facility, such as luxury boxes, suites or press boxes. ARTISTE Tour Accountant will have full control over these areas unless specifically stated otherwise on the lease agreement.

NO SERIES

PURCHASER may not sell tickets to performance herein as part of a series of other concerts without prior written consent of ARTISTE. All tickets printed under the manifest shall be the one stub, one price variety. EACH TICKET MUST BE PRINTED WITH ONE SPECIFIC PRICE.

ORCHESTRA PIT

Always plan on seating and selling the orchestra pit. If it is not possible to sell tickets in the orchestra pit, please notify management and CAA immediately. In venues where it is forbidden to sell tickets for the pit, guests of the ARTISTE will be seated there. In all cases the first ten (10) rows must be sold to the public.

PAYMENTS

Guarantee payment and ~~percentage payments, if any, must be in the form of a certified check, cashier's check or wire transfer.~~ ^{Flat - 13 - University Check - 13 -} Personal checks will not be accepted. Guarantee payment will be made prior to ARTISTE performance. ~~Percentage payments, if any will be paid immediately following settlement.~~ There will be no exceptions. Checks are made payable to RIDGE ROAD, INC.

SEATING PLAN AND MANIFEST

When ARTISTE is paid on a percentage basis, PURCHASER agrees to deliver to ARTISTE, at least one (1) week prior to the on-sale date, a seating plan of the hall showing all seats, ~~boxes, and/or any other viewing areas manifested or not,~~ ^{Flat - 11 -} an audit and a printer's manifest (i.e. "TicketMaster Audit and X-Map") of tickets printed for ARTISTE performance. This statement must be signed and notarized and must list the total number of tickets printed at each price.

SETTLEMENT

Settlement of the show will take place immediately after the commencement of the performance of ARTISTE. ~~At this time, all original bills must be present, for ARTISTE Tour Accountant. No expenses will be included in settlement unless allowed for in the deal memo. No expenses will exceed those stated on contract. All bills pertaining to manpower must be accompanied by sign-in sheets, which indicate names, hour's worked and hourly rate. This applies to all personnel, including but not limited to security, staff, stagehands, ushers, etc. All bills related to the production of the show (i.e. stagehands, catering, equipment, staging, etc.) must be approved and signed off by ARTISTE Production Manager prior to settlement.~~ ^{Flat - 10 -}

TRANSLATOR

PURCHASER insures that an English speaking translator will be available to give explanation of any documents that ARTISTE Tour Accountant needs to have translated if necessary.

VENUE LEASE

~~PURCHASER must provide ARTISTE Tour Accountant with the original signed lease agreement between PURCHASER and Facility for this engagement. Any complimentary tickets due to the Facility must be stated as such in the lease and have been approved by Primary Wave Talent Management, LLC.~~ ^{Flat - 12 -}

TECHNICAL REQUIREMENTS

PURCHASER agrees to provide all of the following requirements as specified herein at its sole expense. PURCHASER agrees to furnish its personal representative capable of making any decisions pertaining to the engagement from the time of arrival of the production equipment (including outside staging materials) through the time of departure. This representative must have copies of this entire agreement together with any rider(s), copies of all facsimiles and letters pertaining to the engagement. ARTISTE Production Manager will make all decisions relative to staging of ARTISTE shows. The PURCHASER will provide ARTISTE with contact info (email, business #, and mobile #) of PURCHASER'S principal and representative so that person may be contacted no less than twenty-one (21) days immediately prior to the engagement.

BARRICADE*Seated theatre -*

In the event ARTISTE Production Manager deems necessary PURCHASER will provide a freestanding barricade for performance.

FORKLIFT

Where required, PURCHASER must provide a forklift to be available at the first crew call in the morning. The forklift should come complete with extensions and plenty of fuel. No gasoline forklifts to be used in indoor venues. If this is a problem, please advise immediately.

LIGHTS DURING THE SHOW

The PURCHASER will make arrangements for all lights not specifically required by local safety ordinances to be turned off or covered during the performance. This especially applies to clocks, scoreboards, advertising billboards, and concessions in the venue. All doorways to lighted hallways must be curtained. Scoreboards and signs in the performance area must be turned off fifteen (15) minutes prior to the performance.

LOADING AREA

It is imperative that loading areas and backstage areas be cleared of all vehicles and equipment prior to load-in and load-out. During inclement weather, it is essential for snow removal equipment and sand or salt to be available in order to clear the loading area for load-in and load-out. This area must be clear before trucks arrive. In the event of rainy weather, it is imperative for the PURCHASER to have a covered area for ARTISTE to walk into building. In the event that a covered area is not available, several large umbrellas must be available to cover the ARTISTE.

MAPS AND PLANS

It is necessary for the PURCHASER Production representative to provide all technical drawings of the facility, stage, and structural drawings in reference to rigging in the place of performance as soon as possible. It would be extremely useful for the PURCHASER to provide stage plans, town maps and directions indicating venue location, load-in dock, and etc. especially one-way systems.

MIX POSITION / SOUND FOH

PURCHASER must provide an area measuring eight feet (8') wide by eight feet (8') deep by twelve (12") inches high occurring seventy-five feet (75') to one hundred feet (100') from the lip of the stage in the center of the house should be available. *50' only OK*

Venues with fixed seating, ~~three (3) rows~~ *2 rows -* eight (8) seats in a row must be provided for the mix positions. Venues with portable seating, the sound mix position requires a riser measuring eight feet (8') wide by eight feet (8') deep by twelve (12") inches high. This position is placed center of the house directly in front of the lighting mix position. *- 40' is ok -*

MIX POSITION / LIGHTS FOH

- Inside light booth ->
The lighting mix position requires a riser measuring eight feet (8') wide by eight feet (8') deep by twenty-four inches high (24"). This position is placed directly behind the sound mixing position.

VENUES WITH A BALCONY OR OVERHANG

Under no circumstances can the console areas be placed directly under the front lip of the balcony due to the danger of drinks and foreign objects falling on the equipment.

PURCHASER agrees that a representative of ARTISTE shall have sole and absolute authority in mixing, and controlling all sound and lighting while ARTISTE is performing.

ALL SEAT KILLS MUST BE DONE PRIOR TO THE TICKETS GOING ON SALE.

OUTDOOR ROOF / STRUCTURE OVER STAGE

The structure over the stage must be capable of holding a minimum of 35,000 lbs.

RUNNER

PURCHASER must provide one (1) runner available exclusively for ARTISTE use as a production runner. This person shall be separate from the stagehands, have a valid drivers license, and have a vehicle that is clean and good working condition, with insurance and can carry 2 -3 passengers. ARTISTE will not be responsible for any costs associated with runners' vehicle, including fuel. Production runner should have a working knowledge of the areas musical instrument, hardware, laundry facilities and electronic stores. Production runner should report to ARTISTE Production Manager and to be available from load-in until released by ARTISTE Production Manager.

SET LENGTH

Be advised that Ms. Etheridge's set runs at least 105 minutes in length. Doors opening, starting time, staffing requirements, opening act, set change times, overtime, charges and curfews must be planned in accordance with this one and three quarter (1.45) hour performance, NO exceptions will be made.

SOUND CHECK

This is a closed sound check and PURCHASER will insure the venue is clear of everyone except those directly involved in the sound check. PURCHASER shall insure that ARTISTE will be able to sound check for a minimum of two (2) hours prior to the opening of the venue to the public. PURCHASER agrees not to open venue to the audience until ARTISTE Production Manager gives approval.

SOUND & LIGHTING

PURCHASER agrees to provide sound, lighting systems and required consoles per ARTISTE specifications including IEM's & wireless audio needs.

BACKLINE

PURCHASER agrees to provide backline per ARTISTE specifications including wireless system needs.

PIANO TUNER

PURCHASER agrees to provide piano tuner per ARTISTE specifications. Schedule of tunings to be finalized with ARTISTE Production Manager.

SPOTLIGHTS

PURCHASER agrees to provide two (2) spotlights in the front of house spotlight positions. In some cases, it may be necessary to remove seats, so that the temporary follow spot platforms and spotlights can be installed, this should be done prior to the stage call (building schedule permitting). ~~Each spotlight must have a separately fused 30 amp circuit.~~ *-PTS* The follow spots must be in good working condition, with good working irises and doublers, and be cleaned and tested prior to the performance. PURCHASER agrees to provide two (2) experienced spot operators. Operators must be available thirty (30) minutes prior to show time for the pre-show briefings. PURCHASER will insure that operators are at their positions not less than twenty (20) minutes prior to commencement of the ARTISTE performance. Any overtime incurred due to spotlight operator's tardiness will be the direct responsibility of the PURCHASER and will not be a deductible show expense.

STAGE LABOR REQUIREMENTS

Please note that all times are subject to adjustment and that PURCHASER Production Manager is expected to be on site at the first crew call. PURCHASER agrees to provide the following personnel according to the following call schedule.

All calls are to be verified and/or amended by ARTISTE Production Manager prior to show date in the show advance. Times are venue sensitive. PURCHASER further agrees to arrange for and affect all union obligations prior to date of performance with the appropriate union shop stewards.

It is the sole responsibility of PURCHASER to negotiate with any legally contracted union representatives holding contract jurisdiction on the venue, to determine exact personnel requirements.

All numbers below should be confirmed and set with ARTISTE Production Manager.

Rigging and/or Load-In call:

- 04 Truck Loaders
- 06 Working Stagehands
- 02 Rigger (1 up, 1 dwn) when required
- 01 House Electrician (to be at stage call, set-up and load-out)

Show Call (1/2 hour before show time):

- 02 FOH Follow Spot Operators

Load-out:

- 04 Truck Loaders
- 08 Working Stagehands
- 02 Rigger (1 up, 1 down)
- 01 House Electrician

STAGE POWER REQUIREMENTS

PURCHASER must provide the following minimum power requirements:

400 amps per leg, three (3) phase, five (5) wire 120/208 volts/60 Hz with separate neutral and proper earth ground. Must be within 100' of USR corner of the stage for lighting

200 amps per leg, three (3) phase, five (5) wire 120/208 volts/60 Hz with separate neutral and proper earth ground. Must be within 100' of USL corner of the stage for sound. Sound service ground must be totally separate from lighting ground, and the neutral must be bonded to this ground.

60 amps per leg, three (3) phase, five (5) wire 120/208 volts/60 Hz with separate neutral and proper earth ground for rigging and utility.

STAGE POWER REQUIREMENTS (cont.)

All five (5) wire disconnects to be within 100 feet of upstage center, with lugs supplied to accept 4/0 cable tails, adequately fused with spare fuses available, and be accessible to ARTISTE technicians at all times. All power must be without fluctuation or deviation of more than three percent (3%) in voltage or one percent (1%) in frequency. Delta power is not acceptable. In the event house power is not adequate to provide the correct power for any part of the production, then PURCHASER must supply, at its sole expense, generators to supply the requested power.

STAGING

ARTISTE requires the stage performance size to be minimum of forty-four feet (~~44'~~ ^{40'}) wide, forty feet (~~40'~~ ^{36'}) deep and four feet (4') high connected to form one continuous performance area. There must be a stage to ceiling clearance of at least twenty-four feet (24') in height. All temporary stages must be able to support 500 lbs. per square foot. Care and attention must be used in the construction. The surface of the stage must have a smooth finish (no deep grooves, protrusions, or crevices) and frictionless. All areas must be completely level, wobble-free and stable. The stage area must be complete prior to the beginning of load-in. The set-up time for the production will not be penalized due to incomplete or improper construction of the stage.

Temporary stages must have a dark-colored drape across the front of the stage from floor to stage level.

Stairs are required at the upstage right and upstage left corners of the stage. These stairs should have handrails on both sides and be illuminated during performance.

All temporary stages must be built to have a six-foot (6') clearance all around the up stage portion of the stage from any obstacles.

Where permanent stage areas are to be used (proscenium, amphitheatres, and similar theater facilities) performance area should be completely clear and free of all non-show and performance related equipment. All house equipment, including lighting, sound and staging not required for the performance must be struck or flown out from the stage and wing areas.

BACKSTAGE

DRESSING ROOMS

PURCHASER shall arrange for clean, sanitized, well-lit lockable dressing rooms with keys provided to ARTISTE Production Manager upon request. All rooms shall contain 110-volt/20 amp power outlets or quad boxes, hot and cold running water, toilet facilities. All dressing rooms shall have proper heating/ventilation or ARTISTE can control air conditioning, temperatures. When private toilets are not available en suite, then there should be private toilet facilities adjacent to the dressing rooms. Toilet facilities shall be clean and stocked with all necessary items. If trailers are used, curtains must be covering all windows. ARTISTE Production Manager upon arrival will assign all dressing rooms. The rooms, as designated below, shall contain the items listed below to be supplied by PURCHASER.

In the event that there no shower facilities at the venue PURCHASER shall provide at its sole expense two (2) hotel rooms at the nearest hotel for the use of showers.

DRESSING ROOM # 1 - MS. ETHERIDGE

One (1) Large Star Room. This room should be clean, sanitized & contain a private shower, toilet and sink with hot and cold running water together with a fresh supply of toilet sundries to include soft bathroom tissue and neutral deodorant spray. This room to also have freshly cleaned wall to wall carpet and contain the following:

- | | | | |
|----|------------------------------|----|----------------------------|
| 01 | Sofa or loveseat | 01 | Small Waste Basket |
| 01 | Comfortable Chair | 01 | Box of Kleenex tissues |
| 01 | Six-Foot (6') Covered Tables | 01 | Bottle of liquid hand soap |
| 01 | Full Length Mirror | | |

ROOM # 2 - MEET AND GREET ROOM

A room or area (if outdoors) must be supplied for up to 30 people. This will be a hospitality room for ARTISTE guests and must be away from ARTISTE dressing rooms and immediate backstage area.

PRODUCTION OFFICE

One (1) Large Room for the sole use of ARTISTE'S staff. Venue staff and PURCHASER staff should have alternate and separate facilities. This room is to contain minimum 20 amps/60hz at 110 volts AC electrical service with at least two outlets and the following:

- 01 ~~DSL or wireless Ethernet connection (hardwire preferred) for internet access~~ *wifi - 75 -*
- 03 Six or Eight Foot (6'-8') banquet tables
- 04 Chairs
- 02 Large Waste Baskets

Where ARTISTE Production Staff are not able to utilize their office equipment, then PURCHASER is requested to provide a high quality photocopier for use by ARTISTE'S staff.

CONTACT

Steven Girmant



SPECIAL INSTRUCTIONS

CLIMATE CONTROL

The temperature in the performance area must be between seventy to seventy two degrees (70°-72°) Fahrenheit, four (4) hours prior to the performance. This is very important

DRAPES

PURCHASER shall provide drapes to mask the backstage area from the audience. Placement of these drapes will be at the direction of ARTISTE Production Manager. If this is a partial arena date, curtains should extend the entire width of the arena at the partition line, from the floor to a line eight feet (8') higher than the highest seat.

FLOOR COVERING

PURCHASER shall provide sufficient rubber matting, carpeting, etc., needed to cover any cable snakes in the audience and backstage areas.

LAUNDRY & DRY CLEANING — *Advance availability DTE*

Prior to the arrival of the ARTISTE, please locate facilities or vendor to launder and/or dry clean ARTISTE wardrobe as requested. Arrangements should be made for Saturday, Sunday and Holiday cleaning. Please note that ARTISTE wardrobe will require special "environmentally friendly" dry cleaning treatment and recommendations should be made accordingly.

MEDICAL

University response will be on alert - etc.

~~PURCHASER must supply (when required) an adequate number of trained and ambulance equipped Emergency Medical Technicians, experienced in indoor/outdoor concert medical situations. When advised by ARTISTE Production Manager one (1) Oxygen Tank with mask and regulator shall be delivered to ARTISTE Representative one (1) hour before performance.~~

PARKING

Ample secure parking shall be provided for the following: *- Parkings for one bus without a trailer @ the venue. Additional parkings four blocks away - etc.*
01 Forty-five foot (45') tour bus w/ trailer
01 Twenty foot (20') bobtail truck

If truck and bus are forced to park at another location or on the street, spaces must be secured as close as possible to the loading dock. All permits, parking fees, etc. are PURCHASER sole cost and responsibility. In addition, there should be security designated to secure these areas.

SPECIAL EFFECTS

The show carries no unusual special effects. The show however, may carry and use smoke machines (water based diffusion).

TOWELS

PURCHASER to provide bath and hand towels outlined in the catering section of the rider.

VENUE ACCESS

PURCHASER shall cause the venue to be available for rehearsal, sound check, and technical set-up for period of at least twelve (12) hours prior to the opening of the venue to the audience. Non-essential persons will be prohibited backstage and in the performance area during rehearsals, sound check and set-up.

SECURITY

PURCHASER shall provide pay for at its sole expense adequate security personnel at all times to ensure the safety of ARTISTE, the members of ARTISTE group and ARTISTE representatives and employees and to protect all personal property of ARTISTE and said persons. Such security personnel shall be available at all times when ARTISTE or such persons are at the venue and meet the following requirements:
The head of security must be available to discuss security requirements with ARTISTE Tour Director no later than two (2) hours before the doors open to the public.

BACKSTAGE PASSES

As of Sound Check all working and non-working personnel who will be involved with the Production and are expecting access to the backstage or stage areas will be required to obtain and wear passes. All working personnel pass request lists are to be submitted to the ARTISTE Tour Director for the departments needed. ARTISTE issues approved passes to all stage crew, these are the only passes that will obtain stage access during performance.

With the exception of the personnel directly involved with the running of the show, the stage and the immediate surrounding areas will be cleared completely after doors to the facility are opened. Under no circumstances is anyone not directly affiliated with the tour (traveling entourage) to disturb the ARTISTE at any time. There are to be no requests for autographs or photos from anyone backstage. PURCHASER to post example sheets of "Backstage Passes" at all security and backstage access points supplied by ARTISTE production.

Representative of the ARTISTE will issue all passes, no other credentials are valid

BACKSTAGE SECURITY

PURCHASER shall provide one (1) trained security person per access point to the backstage and area and 1 trained security person for dressing room, three (3) hours before the doors open to the public, on the day of each performance. Said personnel shall remain until ARTISTE departure after such performance. If dressing room areas are split between floors, corridors or buildings, adequate and/or additional staff must be provided to secure these areas. After the performance all of such security personnel must be available to escort ARTISTE and ARTISTE group safely to their transportation.

CONCERT SECURITY

There shall be adequate security personnel in the house to provide and maintain a safe environment before, during and after the performance. Placement and numbers of security personnel will be determined in the advance. Security personnel should be available no later than thirty (30) minutes before the doors open. In the event of successive performances on successive days, PURCHASER shall also provide two (2) security personnel to remain overnight at the venue to secure the safety of the equipment and dressing rooms. At all times that ARTISTE is at the venue, no one except ARTISTE staff shall be allowed in the dressing room area. PURCHASER must advise all other personnel at the venue of this requirement.

EQUIPMENT SECURITY

If it is necessary for any of the ARTISTE production equipment cases to be stored outside the building, one (1) additional security person will be required to remain with the equipment from load-in to load-out. PURCHASER warrants that he/she is financially fully responsible for reimbursement to the ARTISTE for all damage and/or losses to the ARTISTE professional and personal effects and those of all associated companies, agents and employees, through the act of theft, negligence, of damage to the same by any member of the PURCHASER associates, building personnel, professional labor, security personnel, or members of the public through the negligence of security personnel.

CATERING REQUIREMENTS

PURCHASER agrees to provide at sole expense, all catering arrangements for the ARTISTE'S crew. PURCHASER must use a reputable catering company, and receive ARTISTE'S approval of said company prior to engagement. A representative for the catering company shall be on hand at all times and available to ARTISTE'S representative. It is imperative that all cold drinks and perishable foods be kept in/on ice at all times.

PURCHASER shall arrange separate recycling containers in catering room. All cups should be glassware and plates should be real. Scheduling of meals & number of people served will be advanced by the Tour Manager or Production Assistant. No Styrofoam whatsoever. All meals are to be served buffet style.

DRESSING ROOM CATERING REQUIREMENTS, MS. ETHERIDGE ROOM)

- 12 Bottles 1 liter of Natural Spring water (at room temperature)
Please NO Evian, Dasani, Aquafina or supermarket brands
- 01 Almond Milk (plain) *
- 01 Gluten Free Cereal or GF Granola (no nuts)
- 02 Salsa, fresh (1/2) half pint
- 01 Guacamole, fresh (1/2) half pint
- 02 Tortilla chips (organic) bags - NO HYDROGINATED OILS *
- 01 Kettle Brand Potato Chips – Sea Salt flavor (brown bag)
- 01 Vegetable tray mixed (with non dairy vegetarian dip) for 4
- 01 Almond nuts bowl, dry roasted light salted *
- 01 Cashew nuts bowl, dry roasted light salted *
- 02 All natural strained greek yogurt w/ Honey
- 01 Raw honey *
- 01 Hot Water set up for tea w/ organic assorted teas (to include Rooibos, Green & Chamomile)
- 02 Lemons (organic) *
- 06 Bath towels, prewashed
- 04 Wash clothes, prewashed
- 06 Utensils (knives, forks, spoons, and napkins) glasses, mugs, plates, bowls

PRODUCTION ROOM CATERING REQUIREMENTS, PRODUCTION OFFICE

- 06 Bottles 1 liter of Natural Spring water (at room temperature)
Please NO Evian, Dasani, Aquafina or supermarket brands
- 24 Bath towels, prewashed

STAGE CATERING REQUIREMENTS

Please make the below available to Ms. Etheridge's prod mgr 1 hr prior to engagement.

- 12 Natural Spring Water 12 oz. / 330 ml bottles (at room temperature)
Please NO Evian, Dasani, Aquafina or supermarket brands
- 06 Prewashed hand towels

* These items are easily found at health food stores

ALL DAY BEVERAGES (1/2 hour before load-in to end of load-out)

Natural Spring Water (in individual containers, NOT gallons) NO EVIAN, DASANI, AQUAFINA or SUPERMARKET BRANDS

Mineral Water (carbonated)

Iced tea, freshly brewed non sweetened

Coffee (regular & decaf) milk, half & half, sugar

Coke, Diet Coke, & Slice

Fresh juices (to include, Orange, Apple & Cranberry)

All necessary hot & cold cups and ice in buckets. NO STYROFOAM.

BREAKFAST FOR 9 (# of touring crew only)

TIME: 30 min before load in

Assorted whole fruits (to include bananas, green apples, oranges, berries and pink grapefruits)

Bagels and cream cheese (cream cheese to include regular and lite)

Bread (whole wheat, white & rye)

Cold cereals (to include Nutri-Grain Raisin and Almonds, Honey Nut and Cheerios)

04 Kind Bars (assorted flavors)

Scrambled eggs and or to order eggs / omelets

Bacon and or Sausage

02 Natural Peanut Butter (no sugar, organic) and Jams (fruit spread no sugar, organic)

03 Yogurts (all natural, no sugar, no nutra-sweet)

Non-Fat and Whole Milk

01 Toaster (wide mouth)

01 Juicer

Variety of organic green vegetables (kale, spinach, celery, etc.) & fruit (orange, apple, pear, etc.) available for juicing. This should be left up throughout all meals

LUNCH FOR 10 (# of touring crew only)

TIME: TBD

Hot soup or chili (soups to be non-dairy, no beef stock)

Hot sandwiches (one or two of the following: hamburgers, BBQ beef, grilled cheese, and chicken breast)

Assorted cold cuts (roast beef, turkey, ham, and salami)

Tuna Salad

Swiss and cheddar cheese (no processed cheeses)

Fresh Green Salad or Salad Bar

Breads: whole wheat, grain, white, & gluten-free bread

Mayonnaise, mustard, butter, margarine

Natural Peanut Butter (no sugar, organic) and Jams (fruit spread no sugar, organic)

Potato chips: various

Fresh whole fruit (apples, oranges, bananas, pears, grapes, peaches)

Cookies or some sweet dessert

DINNER FOR 12 (# of touring crew only)

Time: TBD or 3 hrs before on stage

- 01 Entrée to be wild fish (fillet/no bones)
- 01 Entrée to be organic chicken (chicken should be "free range"/no hormone)* and or free range beef
- 02 Fresh "organic" vegetables* steamed or sautéed NOT BOILED
(all sauces for vegetables must be vegetarian / organic and kept "on the side")
Brown rice and beans OR couscous OR Potatoes
- 06 baked potatoes available upon request
Organic gluten-free or alternative grain pasta* w/ organic marinara (no meat) sauce* available upon request
- 01 Bibb or Romaine Lettuce* for salad (3 people, please hold for Melissa)
- 02 Avocado's sliced (please hold for Melissa)
- 01 Olive Oil Filtered Cold Pressed *
- 01 Apple Cider Vinegar (organic) *
- 01 Sea Salt container *
- Soup* ~ Vegan (No beef, chicken stock or dairy please)
- Salads* - Organic salads to be set up as "SALAD BAR" (everything on the side)
- Dessert* - Dessert consisting of pie and or cake that is sweetened with fruit juice or Cane sugar, one pint of Rice Dream ice cream * (vanilla)

Please note there are 3 persons in the traveling party that are "Gluten-Free".

* These items are easily found at health food stores

AFTER SHOW / LOAD OUT FOOD

The runner should have a selection of menus available from local restaurants. We will order directly off the menu for band and crew. ARTISTE'S Production Assistant will provide actual needs on day of show.

Bus stock will be confirmed day of show with production and may vary but an example is:

- 02 cases of natural spring water
- 01 case of imported beer
- 01 case of tea / soda
- 100 lbs. ice

The costs for after show and load out food should be part of the overall catering expense and catering budget per contract.

CONTACT
Steven Girmant

