

SAMPLE FORM FOR ARTIST TOUR RIDER.

Provided by Linda S Mensch, BRYAN CAVE LLP, CHICAGO, IL 60601

1. ARTIST to receive xx comp tickets, at no cost to ARTIST.

2. A XX% deposit in the amount of \$XX is due upon confirmation, no later than XX. The deposit is to be sent to _____. Please see below for wire information.

3. PURCHASER agrees to keep this contract and all terms and conditions herein, including, without limitation, Artist's guarantee and rider requirements, strictly confidential

4. ARTIST approved professional photographers are the only professional photographers that will be allowed to shoot during ARTIST performance.

5. It is hereby agreed and understood that ARTIST may be filming and recording the performances for potential future use and exploitation; there is to be no origination fees, usage fees, or royalties due PURCHASER for said potential exploitations.

a. PURCHASER shall provide and pay for sound, lights, catering, rider, and other production, per ARTIST specifications.

b. PURCHASER agrees to provide and pay for, at no cost to ARTIST, any and all rider requirements.

c. ARTIST will be provided first class dressing room facilities and hospitality backstage, per ARTIST specifications. PURCHASER shall provide ARTIST with one completely dedicated, secluded and secure dressing rooms. Nobody will have access to this dressing room without written consent from ARTIST management.

d. PURCHASER agrees to provide dedicated security to ARTIST while entering and exiting venue. PURCHASER shall supply and pay for all necessary security for ARTIST and ARTIST'S personnel for the duration of ARTIST'S stay to ARTIST'S satisfaction. PRODUCER and ARTIST shall also have the right to terminate the Contract, without incurring any liability or obligation, if there is inadequate security or a threat to the safety of ARTIST, or any of its employees, agents, contractors or representatives, in ARTIST'S sole opinion. Notwithstanding the foregoing, PRODUCER shall be entitled to retain and/or receive the full agreed compensation. **In addition to the force majeure provision(s) of this contract, PURCHASER agrees that ARTIST may cancel this engagement in the event there is a declaration of war, threat of war, civil unrest, and/or violence (whether or not in Brazil) in which, in ARTIST'S good faith judgment, might be unsafe or might result in danger, personal injury, or damage to property, to ARTIST**

and/or ARTIST'S entourage. In addition, ARTIST shall also have the right (but not the obligation) to cancel this engagement in the event that any of the other engagements on ARTIST'S current tour are cancelled for the aforementioned reasons.

e. There are to be no DB limit or lighting restrictions whatsoever

f. All liquid beverages are to be decanted into paper or plastic cups unless agree upon in writing by ---

g. Show advance to be coordinated with XX

h. Production advance to be coordinated with XX

i. There shall be no use of ARTIST's name, likeness, logo or otherwise on any merchandise without prior written approval from ARTIST AGENT AND MANAGER. ARTIST shall receive most favored nations on all merchandise.

j. ARTIST to approve all venue production. All materials displayed at venue without Artist's prior approval subject to removal.

k. Any and all signage on or around the stage must be approved in writing by Michele Bernstein

l. No advertising or on sales until the show deposit and signed contract are received by AGENT.

m. All advertising including radio spots must be approved prior in writing by _____. All marketing plans are to be submitted and approved _____ prior to on-sale.

n. All advertising and on-sale details must be approved in writing by _____

o. Admats, Ad-plans and Ticket- headers must be approved prior to on-sale by _____

p. All artwork is to use official ARTIST logo(s) and photo(s) and subject to approval in writing by _____

q. PURCHASER shall use only ARTIST-supplied admats, photographs, biographies and materials. In the event none are provided by ARTIST, any use of ARTIST's name, likeness, logo, image or otherwise shall be subject to ARTIST's prior written approval.

r. No radio station presents/co-promotes without prior written permission from _____

s. All press requests should be directed to _____

t. ARTIST to have complete control over performance slot time on the bill.

u. There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of PRODUCER/ARTIST or PRODUCER/ARTIST'S performance by Purchaser and Purchaser shall not permit or authorize others to do any of the foregoing without prior written approval by _____. Any broadcasting rights are subject to separate written approval and written agreement. No audio or video recording of the show.

w. This contract is specifically for a live performance, no TV, WEB cast, or other rights granted. No audio or video recording of the show.

x. Purchaser agrees not to commit the Artist to any personal appearances, interviews, meet-n-greets, or to any other type of promotion without prior written consent from Artist's management. All social media requests (e.g., Facebook posts, Twitter tweets, Instagram posts, etc.) are subject to PRODUCER's prior approval; ARTIST's non-fulfillment of any of PURCHASER's social media requests shall not be considered a breach hereof.

y. If this is an outdoor show, the risk of weather cancellation shall be borne by PURCHASER. As such, PURCHASER shall pay PRODUCER in full for any cancellation due to weather, whether or not such is predictable, unpredictable, and/or weather related Acts of God.

z. Unless an exception is made in writing by _____, no sponsors are allowed.

aa. No sponsors are allowed on the ticket header. All Ticket text must be approved in writing by _____

bb. No opening acts will be added to this show without prior written permission from _____

cc. If ARTIST is ready, willing, and able to perform, and PURCHASER cancels this engagement then PURCHASER shall nevertheless pay PRODUCER the full guarantee and other compensation hereunder. PURCHASER shall pay PRODUCER in full for any cancellations due to force majeure.

dd. 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. Notwithstanding any provision to the contrary stated herein, any and all ARTIST exclusivity is to terminate upon the date of Engagement.

ee. In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to ARTIST for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of PURCHASER has been impaired or is in ARTIST's opinion unsatisfactory, ARTIST shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement.

ff. If, through no fault of ARTIST, ARTIST's set time is delayed for more than thirty (30) minutes, for any reason whatsoever, ARTIST has the right to not perform, shall retain all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever. Further, if ARTIST, in its sole judgment, determines that its set time may be delayed because the set time(s) of any or all of the other performers at the engagement is/are running over the allotted times, ARTIST has the right to demand that PURCHASER shorten any other performers' set times. If PURCHASER fails to do so, ARTIST shall have

the right not to perform, shall retain all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever. In the event that PURCHASER shortens other performers' set times but ARTIST's set time is still delayed thirty (30) minutes or more, ARTIST will have the right, in its sole discretion, to choose not to perform, shall retain all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever.

gg. BANK WIRES - DEPOSITS SHOULD BE DIRECTED TO THE FOLLOWING ADDRESS: