

**Performance Addendum
by and between
Texas A&M University
and
Immortal Fun, Inc.**

This Addendum is hereby made a part of and incorporated into the Performance Contract #215660 ("Agreement") between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("PURCHASER"), and Immortal Fun, Inc. ("COMPANY") for the personal services of Shakey Graves ("ARTIST").

1. ARTIST shall be solely responsible for compliance with any performing fees, rules, regulations, or responsibilities required by any organization of which ARTIST is a member or may be contractually bound including the fees of AGENT and/or COMPANY. ARTIST further agrees that payment of speaking and/or performing rights licenses for all material to be performed under the auspices of PURCHASER is the responsibility of ARTIST. ARTIST/COMPANY shall indemnify, hold harmless, and defend PURCHASER, its officers or employees, from and against any and all claims or suits that may be made or brought against ARTIST for non-compliance of any rules, regulations, or responsibilities required by said speaking or performing-rights licenses with respect to the performance of any material performed under the Agreement.
2. *FORCE MAJEURE*: The Agreement may be rescinded if any accidents, illness, epidemics, acts of God, or any event beyond the reasonable control of either party makes it impossible for either party to fulfill the terms of the Agreement. In the event that the performance of ARTIST should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to the Agreement and the Agreement will be of no further force or effect. Should such cancellation become necessary, initial notification by the canceling party will be by telephone to PURCHASER's Marketing & Communications Project Director, Rebecca Watts (telephone: (979) 845-4693), followed immediately by an email to rwatts@tamu.edu of the circumstances resulting in the cancellation, with original documentation of circumstances provided to the non-canceling party within forty-eight (48) hours of the initial notice of cancellation.
3. If a breach by ARTIST/COMPANY of any provision of the Agreement, for any reason other than a *force majeure* as set out in Item #2 above, results in the agreed performance not occurring, ARTIST agrees to reimburse PURCHASER for all monies previously received under the Agreement. Payment will be due in full sixty (60) days from the contracted performance date.
4. If consumption of intoxicating beverages, narcotics, or other illegal substances renders ARTIST incapable of fulfilling the terms and conditions outlined in the Agreement, PURCHASER may cancel the Agreement without liability on the part of PURCHASER.
5. ARTIST agrees to provide PURCHASER's staff representative with exact information regarding method and time of arrival at the Venue a minimum of seventy-two (72) hours prior to starting time of performance. The staff representative for this event is Rebecca Watts, who may be reached at (979) 845-4693.
6. ARTIST/COMPANY shall have the right to have souvenir programs or other souvenir items sold with the understanding that sales tax will be calculated and retained by PURCHASER for remittance. PURCHASER will also retain 25% of Gross Sales, Gross Sales defined as total less sales tax of 8.25%. All merchandise inventory will be counted before and after all sales by PURCHASER representatives and settlement will occur immediately after inventory check out is finished. PURCHASER representatives will not sell merchandise.
7. ARTIST grants PURCHASER permission to use the name and photo of ARTIST in all event promotions.
8. In regard to photographs, still, non-flash photographs by representatives of the campus and community media will be permitted. It is the responsibility of ARTIST to satisfy any Actor's Equity or similar union or guild requirements concerning notification that photographs are being taken.
9. Subject to PURCHASER's acceptance of section 10.2 of the Paradigm Additional Terms & Conditions within the Agreement, ARTIST hereby grants permission for PURCHASER to tape record and/or videotape the performance for non-commercial purposes. The tape(s) will remain the property of PURCHASER.

10. It is understood and agreed that ARTIST will not solicit funds or contributions either directly or through sale of materials during this contracted period and that no literature of any kind will be distributed unless prior permission is obtained from PURCHASER.
11. It is understood and agreed that nothing contained in the Agreement shall require PURCHASER to violate PURCHASER rules, or any state or federal laws or regulations, including but not limited to the Public Information Act under *Texas Government Code*, Chapter 552.
12. As a department of a public institution of the State of Texas, PURCHASER is not authorized to make advance payments of any nature including, but not limited to, deposits.
13. PURCHASER will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the U.S. Internal Revenue Service or other similar state/federal agencies.
14. PURCHASER, as an administrative entity of the Texas state government, is tax exempt.
15. ARTIST/COMPANY acknowledges that, because PURCHASER is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of PURCHASER or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of PURCHASER is provided by PURCHASER as mandated by the provisions of Chapter 502, *Texas Labor Code*. PURCHASER shall have the right, at its option, to (a) obtain liability insurance protecting PURCHASER and its employees and property insurance protecting PURCHASER's buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by PURCHASER as a result of its operations under the Agreement.
16. As an administrative entity of the State of Texas, PURCHASER is not authorized to indemnify any party with which PURCHASER contracts.
17. Intentionally Omitted.
18. Whereas the State of Texas is a "Right to Work" state and PURCHASER is an administrative entity of the state acting under color of state law, PURCHASER cannot require union membership as a prerequisite for employment.
19. In signing the Agreement, PURCHASER does so as presenter of the performance and not as employer, producer, or operator.
20. PURCHASER will not be liable to ARTIST/COMPANY for any damage to or loss of property while in transit to or from the performance nor during the performance except as may result from negligent acts of employees or authorized representatives of PURCHASER. Any such claim shall be limited as determined by State of Texas statutes.
21. ARTIST must notify PURCHASER of any and all "Sponsors" or "Underwriters" or any entity other than ARTIST who is receiving promotional consideration from ARTIST. PURCHASER reserves the right to limit any promotional/sponsor activities which do not meet the requirements of artistic/technical quality, or do not contribute to PURCHASER's goals.
22. Intentionally Omitted.
23. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PURCHASER and ARTIST/COMPANY to attempt to resolve any claim for breach of contract made by ARTIST/COMPANY that cannot be resolved in the ordinary course of business. ARTIST/COMPANY shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of PURCHASER, who shall examine ARTIST/COMPANY's claim and any counterclaim and negotiate with ARTIST/COMPANY in an effort to resolve the claim.
24. Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or

payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

25. Pursuant to Section 2252.903, *Texas Government Code*, ARTIST/COMPANY agrees that any payments owing to ARTIST/COMPANY under the Agreement may be applied directly toward certain debts or delinquencies that ARTIST/COMPANY owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
26. If ARTIST/COMPANY is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then ARTIST/COMPANY certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that ARTIST/COMPANY is exempt from the payment of franchise (margin) taxes.
27. ARTIST/COMPANY understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. ARTIST/COMPANY agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. ARTIST/COMPANY will include this provision in all contracts with permitted subcontractors.
28. ARTIST/COMPANY expressly acknowledges that PURCHASER is an agency of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by PURCHASER of its right to claim such exemptions, privileges, and immunities as may be provided by law.
29. By executing and/or accepting the Agreement, ARTIST/COMPANY and each person signing on behalf of ARTIST/COMPANY certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by PURCHASER or TAMUS, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreement relates, or in any of the profits, real or potential, thereof.
30. Pursuant to Chapter 2270, *Texas Government Code*, ARTIST/COMPANY certifies ARTIST/COMPANY (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of the Agreement. ARTIST/COMPANY acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
31. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, ARTIST/COMPANY certifies ARTIST/COMPANY is not engaged in business with Iran, Sudan, or a foreign terrorist organization. ARTIST/COMPANY acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
32. The Agreement and this Addendum contain the entire understanding of the parties and shall be amended or modified only in writing by ARTIST/COMPANY and PURCHASER. It is performable in Brazos County, Texas, and shall be construed, interpreted, and governed pursuant to the laws of the State of Texas.
33. In the event of any conflict or ambiguity between any part of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall in all respect govern and control.

Signatories to the Agreement agree that they are duly authorized representatives of the parties to the Agreement.

ACCEPTED AND AGREED:

FOR: TEXAS A&M UNIVERSITY

FOR: IMMORTAL FUN, INC.
150 3rd Ave S
Nashville, TN 37201
Telephone: (970) 390-2113

FEIN: 47-1653699

BY: _____
Signature
NAME: Dean K. Endler
TITLE: University Contracts Officer
DATE: 7 MAR '19

BY: _____
Signature
NAME: Bodie Johnson
TITLE: Manager
DATE: Mar 6 2019

SHAKEY GRAVES | Texas A&M House @ SXSW | Austin, TX | Mon, Mar 11, 2019

Keith Levy | klevy@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Thursday, February 28, 2019 by and between IMMORTAL FUN, INC. ("COMPANY"), which shall furnish the services of SHAKEY GRAVES ("ARTIST"), and TEXAS A&M UNIVERSITY ("PURCHASER"), a member of The Texas A&M University System, an agency of the State of Texas, for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and COMPANY hereby agree as follows:

1. ENGAGEMENT / VENUE:

VENUE: Texas A&M House @ SXSW (the "Venue")
 ADDRESS: Flemings Steakhouse & Wine Bar
 320 E 2nd St.
 Austin, TX 78701
 United States
 DATE OF SHOW: Monday, March 11, 2019
 (the "Date of Engagement")
 NO. OF SHOWS: 1
 DOORS: TBD, per advance
 ARTIST TIME: 7:00PM
 CURFEW: 9:00PM
 AGES: All Ages

2. COMPENSATION:

\$ 37,000.00 guaranteed to ARTIST (the "Guarantee").
 Flat Guarantee

3. PAYMENT TERMS:

PURCHASER shall pay \$ 37,000.00 to PARADIGM TALENT AGENCY, LLC no later than Monday, March 4, 2019 (the "Initial Deposit")

All payments shall be payable by bank wire to:

PARADIGM TALENT AGENCY, LLC	CITY NATIONAL BANK
ACCT: 113264764	Beverly Hills, CA
ABA: 122016066	
SWIFT CODE: CINAUS6L	

The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by cash or cashier's check not later than the evening of the Engagement. If the percentage of gross ticket receipts exceed the Guarantee, the overage amount due shall be paid in full to ARTIST COMPANY in cash or by cashier's check or bank wire (as designated by ARTIST COMPANY) immediately following the Engagement.

4. PRODUCTION:

PURCHASER to provide and pay for Sound and Lights, approved by ARTIST.

5. OTHER PROVISION(S):

CONFIGURATION: ARTIST to perform solo.

6. BILLING:

Festival
 To be billed as "Shakey Graves"

SHAKEY GRAVES | Mon, Mar 11, 2019

Keith Levy | klevy@paradigmagency.com

7. TICKET SCALING AND PRICES:

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL
Capacity	400	-	0.00	0.00
CAP: 400	TOTALS:	0		\$ 0.00 GROSS POTENTIAL
				\$ 0.00 NET POTENTIAL
SCALING NOTES	PURCHASER to provide comp tickets to ARTIST, per advance and at ARTIST's discretion.			
	Artist to receive up to six (6) guest comps			

8. DEDUCTIONS:

DEDUCTIONS	EXC/INC	PRICE	TYPE	TOTAL
	-- N/A --			\$ 0.00 DEDUCTIONS

9. TAXES:

TAXES	AMOUNT	TYPE	TOTAL
	-- N/A --		\$ 0.00 TAXES

10. MERCHANDISE:

100% to ARTIST
Artist Sells

11. CONTACT DETAILS:

ARTIST: **SHAKEY GRAVES**
Immortal Fun, Inc.
150 3rd Ave S
Nashville, TN 37201
970.390.2113
bodle@backfortymgmt.com

PROMOTER: **IMG College Licensing**
1075 Peachtree Street
Suite 3300
Atlanta, GA 30309
Erica McCarthy
678-460-3713
Erica.McCarthy@img.com

PURCHASER: **Texas A&M University**
One University Way
San Antonio, TX 78224
Rebecca Watts
979.845.4693
rwatts@tamu.edu

PRODUCTION COMPANY OR PERSON: **The Electric Company**
1901 East 51st Street
Stage 4
Austin, TX 78723
512-298-1777
Ellie@electriccompanylive.com
512-377-1120
ellie@electriccompanylive.com

12. ATTACHMENTS:

The Additional Terms & Conditions, Artist rider, and any Company addenda attached hereto form a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IMPORTANT: ONE COMPLETE COPY of this contract and rider, signed by the PURCHASER, must be received by Paradigm Talent Agency via email, fax, or mail, no later than Thursday, March 7, 2019.

SHAKEY GRAVES | Mon, Mar 11, 2019

Keith Levy | klevy@paradigmagency.com

PURCHASER

Texas A&M University

Federal Tax ID: 17460005311

Signature: _____

Print Name: Dean K. Endler

Title/Position: University Contracts Officer

COMPANY

Immortal Fun, Inc.

150 3rd Ave S

Nashville, TN 37201

Federal Tax ID: 47-1653699

Signature: _____

Print Name: Bodie Johnson

Title/Position: Manager

As used herein, the term "Artist Company" shall have the same meaning as the term "Company" as defined in the facing pages of this Agreement.

1. VENUE:

1.1 Under no circumstances may the Purchaser change the Venue for the Date of Engagement without Agent's or Company's prior written consent, which may be withheld in Agent's or Company's sole discretion, as applicable. Notwithstanding anything to the contrary contained herein, a change of Venue by the Purchaser in the absence of such consent shall constitute a material breach of this Agreement and Purchaser shall be liable, to the extent permitted by applicable law, for the full amount of Compensation due hereunder regardless of the date on which such change takes place.

1.2 In addition to Venue, Purchaser hereby agrees to provide all necessary permits and licenses required by all applicable laws for purposes of lawfully conducting the Event. Unless otherwise agreed to by Agent in writing prior to the Date of Engagement, it is hereby acknowledged and agreed that Artist shall perform in the primary (main) featured performance area of Venue.

2. DATE(S) OF ENGAGEMENT:

2.1 Artist's appearance on the Date of Engagement (hereinafter, the "Performance"), together with all other performances at the Venue on the Date of Engagement, is hereinafter collectively referred to as the "Event." Unless otherwise expressly agreed in writing by Agent, Purchaser may not make any announcements regarding the Performance contracted for hereunder until Company has received the initial deposit set forth in the paragraph titled "Payment Terms" of the Facing Page(s) of this Agreement and written authorization from Agent that such an announcement may be made. In the event that Purchaser breaches the terms contained in the foregoing sentence, Agent or Company may elect to immediately terminate this agreement upon giving written notice to Purchaser, without prejudice to any rights or claims Agent or Company may have. In the event of such termination, Company shall be entitled to retain any payments previously made by Purchaser hereunder and shall have no obligation to furnish Artist to perform on the Date of Engagement.

2.2 Purchaser hereby acknowledges that, except as otherwise expressly set forth herein, each and every Deposit payment made hereunder is non-refundable. Contemporaneous with payment of the Deposit(s) hereunder and subject to the terms of paragraph 4.1 herein below, Purchaser is being granted the limited right to immediately exploit artist's approved name, image and logo (hereinafter, the "NIL Rights") solely for purposes of advertising, marketing and promoting the Event and the sale of tickets with respect thereto. Purchaser further acknowledges that the aforesaid grant of NIL Rights constitutes a value in consideration of the payment of any and all monies paid to Company hereunder prior to the Date of Engagement. For the avoidance of doubt, except as otherwise expressly set forth in writing between the parties hereto, the NIL Rights granted hereunder shall immediately revert to Company upon the earlier of (a) completion of the Performance, (b) material uncured breach of the Agreement by Purchaser, (c) cancellation of the Performance, or (d) termination of this Agreement by either party in accordance with the terms hereof.

3. TICKET PRICE:

3.1 Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, Purchaser shall be solely responsible for payment of all taxes (including, without limitation, state and local sales taxes) associated with the sale of tickets for the Event.

3.2 Purchaser shall not charge a surcharge, tax, or fee of any kind in addition to the ticket price stated herein.

3.3 Purchaser shall not increase or decrease a ticket price, nor charge a fee based on an age differential, without prior agreement between Purchaser and Agent.

3.4 Intentionally Omitted.

3.5 Subject always to the applicable data protection legislation, Purchaser shall make the Database available to Company free of charge. "Database" shall mean all statistical and demographic data gathered in connection

with ticket sales for the Performance, including, without limitation, e-mail addresses of purchasers of tickets for the Performance.

4. LINE-UP, BILLING, AND PROMOTION:

4.1 (a) Purchaser shall obtain the approval of Agent by e-mail over all advertisements and promotional material (including flyer design) using the Artist's name, likeness and/or logos prior to producing and/or disseminating any such materials.

(b) In respect of the Date of Engagement hereunder, Artist shall receive mutually agreed upon festival billing with respect to all artist performances taking place at the Venue on all materials distributed by Purchaser to press and public. Artist shall be billed in no other way without the prior written consent of Agent.

(c) Purchaser must use Artist's NAME/IMAGE/LIKENESS/LOGO template (hereinafter, the "NIL Template") in all Event advertising (including, without limitation, poster, flyer, Internet, radio, TV, and print advertising). The NIL Template shall be provided by Agent promptly following execution of this Agreement.

(d) Intentionally Omitted.

(e) Purchaser acknowledges and agrees that the Artist's name or likeness may not be connected in any way with any form of sponsorship or endorsement of any kind, including but not limited to commercial and political, without the prior written consent of Company. Without limiting the foregoing, there shall be no sponsorship branding on the stage on which the Performance takes place without Agent's prior written approval, which may be withheld in Agent's sole discretion.

4.2 (a) Intentionally Omitted.

(b) Company reserves the right to be meaningfully consulted the performing artist who will perform immediately prior to and/or immediately after Artist's set time.

4.3 (a) Purchaser shall use best efforts to adequately promote the Performance by manufacturing and sending announcements, displaying posters, placing advertisements and by utilizing all other promotional methods that are standard practice in the industry. The costs of promotion shall be borne solely by Purchaser.

(b) Any materials made available to Purchaser by Agent or Company, including, without limitation, materials embodying Artist's name, Artist's image and/or logo, and any other intellectual property owned or controlled by Artist (hereinafter "NIL Materials") shall be used solely in connection with promotion of the Performance on the Date of Engagement and shall remain the property of Company or Artist, as applicable. Company shall have approval over each use of the NIL Materials hereunder. In the event that Company determines, in Company's sole discretion, that any use of the NIL materials may adversely affect Company, Artist or Company's or Artist's intellectual property rights, as applicable, upon receipt of Company's written notice of the foregoing, Purchaser will use best efforts to immediately discontinue dissemination of the promotional materials identified in said notice and shall promptly destroy the unused materials or return them to the requesting party at Purchaser's sole cost and expense.

5. PRODUCTION:

5.1 Purchaser shall provide and pay for all mutually agreed upon production elements at no cost to Artist. Purchaser hereby represents that the level of production of the Event and all elements thereof shall be commensurate with Artist's stature in the musical artist market, and shall be appropriate for the size of the Venue, as determined by Company's Representative. For the avoidance of doubt, unless otherwise expressly agreed in writing between the parties hereto, Purchaser shall be responsible for any and all production costs.

5.2 In the event of a breach of paragraph 5.1 herein above, without limiting any other rights and remedies Company may have under this Agreement, Company shall (i) have the right to refuse to furnish Artist to perform on the Date of Engagement and (ii) shall be entitled to retain any payments previously made by Purchaser hereunder.

6. COMPENSATION:

6.1 (a) Company hereby directs and authorizes Purchaser to make all payments due hereunder as directed in the Payment Terms of the facing pages of this Agreement.

(b) Such payment as aforesaid shall be made as an accommodation to Company and nothing herein contained shall constitute Agent as a beneficiary of or party to this Agreement. Such payment to Agent shall constitute payment to Company for all purposes of this Agreement and Purchaser will have no liability to Agent by reason of any erroneous payment Purchaser may make or failure to comply with such authorization. Company hereby indemnifies and holds Purchaser harmless against any claims asserted against Purchaser by reason of any such payment made pursuant to the terms of this paragraph 6.1(b).

6.2 Company reserves the right to have Agent renegotiate the terms of compensation set forth in the paragraphs titled "Compensation" and "Payment Terms," respectively, of the Facing Page(s) of this Agreement in the event that attendance at the Event exceeds the "Capacity" amount set forth in the paragraph titled "Ticket Scaling and Prices" of the Facing Page(s) of this Agreement.

6.3 Intentionally Omitted.

6.4 Intentionally Omitted.

7. TAXES AND VISAS:

7.1 Purchaser shall pay for any and all applicable taxes (excluding any income or Non-resident Withholding Tax that may be owed by Company), which may become due in connection with the Performance. For the avoidance of doubt Purchaser shall be responsible for any airport arrival and departure taxes incurred in respect of Artist and Artist's guest's travel. Purchaser shall not offset any expenses or taxes of any type against the Guarantee hereunder.

7.2 Notwithstanding anything to the contrary contained herein, Company's federal non-resident withholding tax amount hereunder may not exceed the required amount established by the applicable tax authority. Purchaser must make withholding payments to the U.S. Internal Revenue Service and any other applicable state and/or local tax authority (individually and collectively, the "Tax Authority") in accordance with the terms of applicable law, but in no event later than thirty (30) days from the Date of Engagement. Purchaser shall promptly provide Agent with wire confirmation evidencing that Purchaser has withheld and paid over to the Tax Authority in a timely manner the requisite amount. In the event that Purchaser is in breach of the terms of this paragraph 7.2 and fails to remedy such breach within five (5) business days of receipt of Company's written notification of such breach, Company shall have the right to immediately terminate this Agreement by written notice to Purchaser (the "Termination Notice") and any and all rights granted to Purchaser hereunder (including, without limitation, rights of exclusivity) shall be immediately revoked. In the event of any such termination, within five (5) business days of Purchaser's receipt of the Termination Notice, Purchaser shall pay to Agent the balance of the Guarantee and Agent shall become the withholding agent with respect to the Date of Engagement. Without limiting the foregoing, and to the extent permitted by applicable law, Purchaser shall be liable for any and all penalties assessed by the Tax Authority against Company and/or Artist for Purchaser's failure to make timely payment to the Tax Authority of amounts required to be withheld hereunder.

7.3 Under no circumstances may Purchaser make cash payments under this Agreement. Purchaser hereby acknowledges that (i) Agent will not accept cash deposits as payment hereunder and (ii) any cash payments made in violation of the foregoing provision will be forfeited to Agent and not be deemed to be compensation to Company or applied to offset any payments due to Company hereunder.

7.4 Purchaser, where applicable, shall be responsible for obtaining and paying for any work permits and visas (U.S. work permits excluded) required for Artist and any member of Artist's crew to work legally in country of performance on the Date of Engagement which shall be valid for the duration of Artist's stay in country of performance. Purchaser shall be responsible for paying for any additional costs incurred in obtaining a visa, including but not limited to courier fees, travel and accommodation expenses, and taxi fare.

8. MERCHANDISE:

8.1 Purchaser hereby gives permission to Company to sell merchandise and other Artist-related products before, during and after the Performance. Purchaser shall receive the mutually agreed upon commission with respect to such sale of merchandise or other Artist-related products hereunder.

8.2 Intentionally Omitted.

9. EQUIPMENT AND HOSPITALITY:

9.1 (a) Purchaser agrees to setup an appropriate performance area that is free from interruption.

(b) Purchaser hereby agrees to provide, at Purchaser's sole cost and expense, a first-class sound and lighting system, to include the equipment and technical specifications set forth on the Artist Rider.

(c) Purchaser shall check all equipment for defects and to ensure proper functioning on the Date of Engagement prior to the Performance. To the extent permitted by applicable law, Purchaser will indemnify Company, Agent and Artist from any liability resulting from damage to equipment arising at any time before, during or after the Performance hereunder, except in respect of damage caused by any intentional act or omission by Artist or Artist's gross misconduct.

(d) At any time and without prior notice, Company shall have the right to cancel or shorten the Performance hereunder if, in Company's reasonable business judgment, Purchaser has failed to adhere to the requirements set forth herein in respect of the equipment or if the equipment fails to function properly on inspection or during the Performance.

9.2 Purchaser shall provide Artist with a clean and comfortable dressing room or exclusive trailer area conforming to the specifications set forth on the Artist Rider.

9.3 Company shall have the right to invite the number of guests referred to as "Artist Comps" in the paragraph titled "Ticket Scaling and Prices" of the Facing Page(s) ("Artist's Guests") to attend on the Date of Engagement, and each of Artist's Guests shall be given access to the Venue free of charge. Company's list of Artist's Guests will be honored throughout the entire Date of Engagement from doors to closing. The Agent's guest list shall not be deducted from Company's guest allotment set forth in this paragraph 9.3.

10. RECORDING:

10.1 Company's Recording:

Purchaser hereby acknowledges and agrees that Company and/or anyone engaged, authorized, employed or supervised by Company, may photograph, video tape, and/or otherwise record, reproduce and distribute such recordings of the Event including the Performance hereunder ("Recordings"), in whole or in part, in any manner or media, and any such Recordings from the inception of recording thereof, and all copies manufactured therefrom, together with the images and/or performances embodied thereon, shall be the sole property of Company or Company's designee, as applicable ("Copyright Holder"), throughout the world, free from any claims whatsoever by Purchaser or any third party (including, without limitation, Purchaser's affiliates, partners, investors and the Venue owner) ("Third Party"), and Copyright Holder shall have the exclusive right to copyright such Recordings in its name as the sole and exclusive owner and author thereof and to secure any and all renewals and extensions of such copyright. Neither Company, Artist nor Company's or Artist's designee shall have any obligation to obtain permission from or provide credit to Purchaser, except as otherwise required by law. For the avoidance of doubt, Company shall be solely responsible for the following in connection therewith:

(a) any and all costs and expenses, including without limitation, additional labor costs that Company may incur in connection with the Recordings (all of such costs and expenses being specifically excluded from show costs and expenses); (b) any and all liabilities; and (c) any and all appropriate third party clearances, authorizations and approvals.

10.2 Other Recordings:

(a) Purchaser represents that Purchaser shall not, nor shall Purchaser, authorize others to photograph, video tape, record or otherwise reproduce Artist's likeness or image in any manner, nor shall Purchaser record (in any medium) or broadcast (via any means, including, without limitation, radio or internet), or authorize others to record or broadcast, any portion of the Performance without Company's prior written consent, which may be withheld in Company's sole discretion, as applicable. If it becomes evident to Artist or Company that any of the foregoing prohibited activities is occurring during the Event, Artist may

discontinue Artist's Performance immediately and neither Agent, Artist nor Company shall be obligated to return any monies previously paid by Purchaser under the Agreement.

- (b) Purchaser represents that Purchaser will use Purchaser's best efforts to prevent the recording, by any means or media, and dissemination of the Performance hereunder except as otherwise expressly permitted herein.

(1) To the extent permitted by applicable law, Purchaser will be liable to Company and Artist for any loss, damage or expense (including reasonable attorneys' fees) incurred or suffered by Artist as a result of a breach of subparagraphs 10.2(a) or 10.2(b) herein above. For the avoidance of doubt, except as otherwise expressly permitted in writing by Company, and to the extent permitted by applicable law, Purchaser shall be strictly liable for any damages suffered by Company or Artist as a result of (1) the creation of an unauthorized recording of Artist's performance hereunder by means of the sound board, artist equipment, monitors or any other part of the Venue's audio-only and audio/visual installation, and (2) the dissemination of any such recording.

11. CANCELLATION:

11.1 Company Cancellation of Performance:

- (a) Without prejudice to any rights, claims or remedies Company may have under this Agreement at law or in equity, in the event that Purchaser breaches any term of this Agreement and such breach is not cured in accordance with the terms of paragraph 14.1 herein below, Company shall have the right to immediately cancel this Agreement. Such breaches include, but are not limited to, the following:

(i) Purchaser does not make timely payment to Agent any amount due as set forth on the Facing Page(s), of this Agreement herein above or otherwise materially breaches the terms of this Agreement, including, without limitation, as contained in the paragraphs titled "Compensation" and "Payment Terms," respectively, of the Facing Page(s), or fails to perform any material obligation required of Purchaser hereunder;

(ii) On or before the Date of Engagement, Purchaser has failed, neglected or refused to perform any contract with any other performer for any earlier engagement and, following receipt of Company's written demand therefor, Purchaser fails to promptly make full payment of the Guarantee due hereunder; or

(iii) Agent, in its sole discretion, determines that Purchaser is unable to pay its debts as they become due in the ordinary course of business; or

(iv) A voluntary or involuntary bankruptcy petition is filed by or against Purchaser, Purchaser goes into compulsory liquidation, makes an assignment for the benefit of creditors, is in receivership or makes any composition with creditors.

- (b) In the event of any cancellation by Company under 11.1(a) herein above,

(i) Neither Agent, Company, nor Artist shall be obligated to refund any payments made by Purchaser hereunder prior to the date on which cancellation takes place, nor shall Agent, Company nor Artist have an obligation to mitigate with respect to amounts owed by Purchaser hereunder;

(ii) Purchaser shall remain liable to Company for the full amount of the Guarantee;

(iii) Company shall have no obligation to furnish Artist to perform for Purchaser hereunder and Company may contract with one or more third parties for Artist to perform for such third party(ies) on the Date of Engagement; and

(iv) Neither Company, Agent nor Artist shall be liable to Purchaser for any costs or losses of any kind whatsoever suffered by Purchaser as a result of such cancellation.

11.2 Purchaser Cancellation of Performance:

If, for any reason (including, without limitation, a cancellation under paragraph 11.3 herein below), Purchaser cancels the Performance following the date of execution hereof, Purchaser shall remain liable to Company for the full amount of the Guarantee due hereunder.

11.3 Cancellation of the Performance due to Force Majeure Event:

- (a) Notwithstanding anything to the contrary contained herein, the Performance may be cancelled by either party due to cause(s) beyond the reasonable control of the parties hereto that would render the Performance hereunder impossible or make conditions for the Performance hazardous. Such causes shall include, but not be limited to: acts of God; weather; acts of war; riot; fire; explosion; accident; flood; sabotage or terrorist act; transportation failure or delay; governmental or court ordered laws, regulations, requirements, orders or actions; injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment), technical failures beyond the reasonable control of the parties hereto, or other causes of a similar or different nature beyond the reasonable control of the parties hereto (hereinafter "Force Majeure Event"). Neither Company, Agent nor Artist shall be held liable for any losses, costs or damages whatsoever suffered by Purchaser due to Artist's failure to perform as a result of a Force Majeure Event.
- (b) (i) In the event that the Performance is cancelled due to a Force Majeure Event and Artist is ready and willing to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, one hundred percent (100%) of the Guarantee.
- (ii) In the event the Performance is cancelled pursuant to a Force Majeure Event that renders Artist unready and/or unable to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, fifty percent (50%) of the Guarantee.

11.4 Cancellation of the Performance due to Incapacitating Illness or Accident to Artist:

In the event of an incapacitating illness or accident to Artist or essential crew member or the death or terminal illness of a member of Artist's family that prevents Artist from being ready, willing and able to perform a Date of Engagement hereunder, it is understood and agreed that (i) Artist shall not be required to perform the scheduled engagement(s), (ii) neither Company, Agent nor Artist shall be liable for any costs or losses of any kind whatsoever suffered by Purchaser and, (iii) to the extent permitted by applicable law, Purchaser agrees to release Company, Agent and Artist from any liability with respect thereto. Unless otherwise expressly agreed in writing between the parties, in the event of cancellation by Company under this paragraph 11.4, Company shall return to Purchaser within ten (10) business days following the Date of Engagement, all sums received by Company under this Agreement less Artist's bona fide reasonable out-of-pocket expenses incurred in connection herewith.

11.5 Company warrants and represents that Company has accepted this engagement in good faith and will use Company's reasonable good faith endeavors to cause Artist to fulfill Artist's obligations hereunder.

12. SECURITY AND INSURANCE:

12.1 (a) Purchaser shall be solely responsible to provide a safe environment for the Event including regarding the staging, stage covering, electrical grounding, supervision and direction of the Performance, and adequate security, so that the Performance and all persons and equipment are free from adverse weather and other unsafe conditions, situation and events ("Dangerous Conditions"). Dangerous Conditions may include but not be limited to recent acts of violence, riots or political unrest; faulty or insufficient electrical power; inadequate or unsafe staging; inadequate crash barrier; rain penetration or any other hazardous condition which, in the reasonable opinion of the Company or Artist, may result in damage or injury to Artist or Artist's equipment, or to anyone engaged or furnished by Artist, or to any other persons or equipment for whom or which Artist may be held responsible. Company and Artist shall not have any liability for any damage or injury caused by such Dangerous Conditions, except to the extent such is solely and directly caused by Company's or Artist's negligence or willful misconduct.

(b) Notwithstanding anything to the contrary contained herein, Company reserves the right to decline to furnish Artist perform if, in its sole discretion, Company deems conditions at the Venue to be Dangerous Conditions. In the event that the Performance is cancelled due to Dangerous Conditions (as defined in paragraph 12.1(a) herein above), Purchaser shall be obligated to pay Company one hundred percent (100%) of the Compensation due in connection with the Performance cancelled to the extent permitted by applicable law.

(c) Purchaser will provide and pay for an adequate number of sober, able-bodied and clearly identifiable professional security persons for the scale of the Event and in accordance with the terms of the Artist Rider Security must ensure safety of Artist, Company's and Artist's equipment, personal property, Artist's crew and vehicles for the duration of the Artist's stay at the Venue (including, without limitation, the parking facilities and surrounding grounds).

12.2 (a) Intentionally Omitted.

(b) Intentionally Omitted.

(c) To the extent permitted by applicable law, Purchaser hereby agrees to indemnify and hold Company, Artist, Agent and their contractors, employees, licensees, designees and agents (individually and collectively, the "Artist Indemnitees") harmless from and against any loss, damage or expense including reasonable attorneys' fees incurred or suffered by or threatened against the Artist Indemnitees in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, person, firm, entity or corporation as a result of or in connection with the Engagement, which claim does not result directly from the gross negligence or willful misconduct of Artist and/or Company's employees, contractors, licensees, designees or agents.

(d) To the extent permitted by applicable law, Purchaser also hereby indemnifies the Artist Indemnitees from and against any and all loss, damage or expense resulting from any damage or destruction to Artist's equipment or that of its employees, contractors and agents, inside or outside the Venue, including but not limited to damage or destruction occasioned by Force Majeure events.

(e) To the extent permitted by applicable law, the Artist Indemnitees shall not be responsible for damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by Company or Artist. To the extent permitted by applicable law, Purchaser shall indemnify and hold the Artist Indemnitees harmless from any third party claims concerning the foregoing (as provided above) and no claim, deduction or offset shall be made by Purchaser in respect of same.

13. PURCHASER'S WARRANTIES AND REPRESENTATIONS:

13.1 To the extent permitted by applicable law, Purchaser hereby acknowledges that Agent is only responsible for procuring bookings and may not be held liable for any breach of contract by Company or Artist hereunder or under any other agreement between Company or Artist and Purchaser.

13.2 Purchaser represents that Purchaser shall not advertise the Performance prior to (i) Company's receipt of the initial deposit specified in the paragraph titled "Payment Terms" of the Facing Page(s) and (ii) Purchaser's receipt of Agent's written authorization to advertise the Performance.

13.3 Purchaser represents that Purchaser is the responsible party for making all payments hereunder and has sufficient funds, financing and/or insurance to honor all of Purchaser's obligations hereunder.

14. DEFAULT, NOTICE AND CURE:

14.1 Except as otherwise expressly set forth herein, neither party to this Agreement shall be deemed to be in breach of any of its obligations hereunder unless the party not in breach serves specific written notice of such alleged breach upon the party in breach and the party in breach shall have failed to cure such breach, if any, within five (5) business days following receipt of such written notice (but in no event later than 5:00 p.m. EST on the date that is three (3) business days prior to the Date of Engagement hereunder).

14.2 All notices to be given to either party hereto shall be in writing and shall be delivered to the addressee at the respective addresses hereinabove set forth, or such other address or addresses as may be designated by either party, by (i) mail (registered, or certified, return receipt requested, postage pre-paid); (ii) overnight courier with proof of receipt; (iii) telefax (with a copy by express courier service); or (iv) e-mail (provided recipient has responded by email or otherwise in writing to confirm receipt). Notices shall conclusively be deemed to have been given seventy-two (72) hours after the date of mailing or twenty-four hours (24) after the date of transmission by telefax or e-mail. The addresses of the parties, until further notice to the contrary, are as first written above.

14.3 In the event of default by Purchaser hereunder, in addition to any other amounts due to Agent and Company hereunder, Purchaser shall be liable to Agent or Company, as applicable, for any costs and fees incurred by Agent or Company (including, without limitation, all attorney's fees, costs of debt collection or in respect of any legal action taken by Agent and/or Company) in connection with amounts due hereunder to the extent permitted by applicable law.

14.4 Without limiting the foregoing, interest at the highest rate permissible under applicable law shall accrue on any amount due to Company hereunder from and after the date upon which such payment is due.

15. MISCELLANEOUS:

15.1 This Agreement sets forth the entire understanding between the parties, oral or written, regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations or understandings between the parties. No amendment, modification, or waiver of these Terms will be valid unless set forth in a written instrument signed by both parties hereto. Should any portion of this Agreement be deemed null and void under

the law, the remainder shall remain in full force and effect.

15.2 To the extent permitted by applicable law, Purchaser agrees to indemnify Company, Artist and Agent for any loss, costs, damages or liabilities (including, without limitation damages for any loss of good will and injury to Artist's reputation) and Company's and/or Artist's actual attorney's fees and costs in connection with any suit or arbitration or other proceeding, whether or not reduced to final judgment or award, arising from Purchaser's breach of this Agreement.

15.3 (a) Intentionally Omitted.

(b) Intentionally Omitted.

15.4 All rights not expressly granted herein are reserved to Company and Artist.

15.5 Additional riders supplied by Company, including, without limitation, Artist's technical and hospitality riders (individually and collectively, the "Artist Rider") are annexed hereto and made a part hereof.

15.6 Facsimile and scanned copies hereof shall be deemed to be originals.

15.7 Wherever in this Agreement approval or consent is required, communications may be made via e-mail and approvals made via e-mail shall be deemed written approvals for purposes of this Agreement.

15.8 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The counterparts of this Agreement may be executed and delivered by electronic or digital means and the receiving party may rely on the receipt of the electronically or digitally signed or delivered document as a binding and enforceable agreement.

15.9 Purchaser may not transfer or assign this Agreement or any rights, interests or obligations without the prior written consent of Company. Any assignment in violation of this paragraph 15.9 shall be void.