

WHO'S BAD CONTRACT RIDER

Updated: 09-22-2011

THE ATTACHED RIDER HEREBY BECOMES AN INTEGRAL AND BINDING PART OF THIS AGREEMENT. YOU NEED NOT SIGN THIS RIDER. BY SIGNING THE ATTACHED CONTRACT YOU AGREE TO THE TERMS OF THIS RIDER.

1. PURCHASER must provide three (3) clean private dressing rooms and one (1) production office. Rooms must have the following, but not limited to:

- Full size mirror with vanity lights
- Comfortable seating (couch, chairs)
- Private Bathroom with shower
- Free internet (wifi or wired)

2. PURCHASER shall provide hot meals and a \$20.00 "buy-out" per person. PURCHASER shall also provide the following upon band's arrival:

- Two cases (48 12oz) Bottled Water (room temperature)
- 40lbs. Clean Ice for Bus
- Hot Water (or coffee/tea maker)
- Honey / Tea bags
- Lemons
- Cranberry Juice
- Pineapple Juice
- Twelve (12) Assorted Gatorade bottles (variety is the spice of life)
- Keebler "Club" Crackers
- 1 block of sharp cheddar cheese, 1 block of monterrey jack w/ jalapeno , cutting utensils
- Assorted Fruit Tray
- Nine (9) clean stage towels
- Eleven (11) clean shower towels
- Four (4) Red Bulls (on ice)
- Twelve bottles (12 12oz) Amstel Light (cold)
- Twelve bottles (12 12oz) Stella Artois (cold)
- Six pack (6 12oz cans) of Sprite / Coke
- Six pack (6 12oz cans) of Mountain Dew / Vault
- One bottle Kettle One Vodka
- One bottle Crown Royal or Bulleit Bourbon
- One bottle "Red Bicyclette" Pinot Noir (Red Wine)
- Cups and Clean Ice (in a Cooler)
- Cold cut tray with rolls and condiments (ketchup, mustard, mayonnaise) OR Bread/Peanut Butter/Jelly
- Dinner for Band and Crew (11) – NO PORK.
- Assorted Chocolate Candy bars

3. PURCHASER shall provide seven (4 doubles, 3 singles) clean, comfortable, safe hotel rooms with showers, telephones, TVs, free internet, and air conditioning. Hotel must be within ten minutes of venue (walking), and transportation must be available via a runner or hotel shuttle if not walking distance.

4. Purchaser agrees that if Purchaser fails to sign and return this Rider and Contract to PRODUCER'S agent Zack Johnson, within fourteen (14) days from the date stated on the face of the contract, PRODUCER/ARTIST shall have the right to cancel the Engagement upon notice thereof without liability.

5. For Outdoor engagement PURCHASER will provide an alternate indoor performance location in case of rain or inclement weather. PRODUCER/ARTIST is to be paid in full "rain or shine or inclement weather".

6. The engagement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, Acts of God, or any other legitimate condition beyond their control. Under these conditions

the PRODUCER/ARTIST shall not be in breach of contract.

7. In case of breach of contract by the PURCHASER, PURCHASER agrees to pay the compensation agreed upon on the fact contract, plus reasonable attorney's fees, court cost, and legal interests. Any contractual disputes shall be determined by the laws of the State of North Carolina, Venue and jurisdiction shall be in Raleigh, NC.

8. PRODUCER shall have the exclusive right to sell 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 the PURCHASER.

9. Unless stipulated to the contrary in writing, 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. PRODUCER shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract, to said agent, within fourteen (14) days of date issued stated on face of the contract.

10. PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents (WHO'S BAD MUSIC, LLC), representatives, principals, employees, officers, and director, harmless from and against any loss, damage, or expense, including reasonable attorney's fees, 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 for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of in connection with the engagement, which claim does not result from the active negligence of the ARTIST and/or PRODUCER.

11. ARTIST shall receive 100% headline billing in any and all advertising and publicity issued or solicited by PURCHASER pertaining to the Engagement(s). ARTIST shall be billed/promoted as either "Who's Bad" or "Who's Bad: The Ultimate Michael Jackson Tribute Band" only.

12. Ticket counts are required and should be reported. If ticket count was not taken band is due 100% of door in addition to everything agreed to in this contract.

13. PRODUCER/ARTIST or representative shall have the right to enter the box-office at any time (before, during, and after performance) to examine records relating to gross receipts of the Engagements. PURCHASER shall provide PRODUCER/ARTIST with a written box office statement (signed by PURCHASER) within one (1) hour following Engagement.

14. PURCHASER shall be entitled to two percent (2%) of the Venue capacity stated on the face of the contract. PURCHASER will provide to PRODUCER/ARTIST a statement detailing to whom each complimentary ticket is given. Engagement is subject to a maximum of fifty (50) comps for any one performance. ARTIST shall be given, free of charge, at least fifteen (15) top price tickets to use as giveaways to fans or friends.

15. The relationship between PRODUCER/ARTIST and PURCHASER is that of independent contractors. Nothing in this contract is intended to constitute the parties as a partnership, joint venture, employee/employer relationship, principal/agent relationship or other relationship and neither party shall represent itself to third parties as such.

16. PURCHASER shall pay, at its sole cost, all taxes, fees, dues, levies and the like relating to the Engagement and the sums payable to PRODUCER/ARTIST shall be free of same. The foregoing shall not apply to any Federal or State income taxes imposed by law on PRODUCER/ARTIST for Engagements performed within the United States (unless otherwise stated on the face of the contract).

17. PURCHASER shall guarantee adequate security at all times to insure the safety of the artist's personnel, instruments, costumes and personal property 30 minutes before load-in until completion of load out.

18. PURCHASER shall provide, at its sole cost, Commercial General Liability insurance covering any

claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Said Insurance shall be in full force and effect at all times. Insurance should cover PRODUCER/ARTIST or any of their respective employees, agents, or contractors (or any of their respective equipment) who is or are at the Venue. PURCHASER shall provide certificates of insurance fourteen (14) days prior to date of Engagement.

If you have any questions or would like more information
Contact: Vamsi Tadepalli - WHO'S BAD MUSIC, LLC.
919.414.3650 - www.whosbadmusic.com