

WHO'S BAD CONTRACT RIDER

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 agrees that if Purchaser fails to sign and return this Rider and Contract to PRODUCER'S agent Vamsi Tadepalli, 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.
2. 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".
3. 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.
4. 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.
5. 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.
6. 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.
7. PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents (Matchbook Music, Inc.), 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.
8. 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.
9. PURCHASER shall deliver to PRODUCER'S agent, Vamsi Tadepalli, at least two (2) weeks prior to the Engagement, a printer's manifest of tickets signed listing the amount of tickets printed and each price. PURCHASER shall also deliver to PRODUCER'S agent, at least one (1) week prior to Engagement, a manifest of actual expenses based on original invoices. If PURCHASER exceeds the anticipated expenses on the face contract, then the exceeding expenses shall not be accepted. However, if such expenses are less than anticipated expenses, then the lesser amount shall be applicable.
10. 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.

11. 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.

12. If Purchaser sells tickets above the authorized ticket price(s) or otherwise sells tickets above the capacity of the Venue (as stated on the face of the Contract), then PURCHASER shall be deemed in material breach of contract. In such event, PRODUCER/ARTIST shall receive one hundred percent (100%) of the additional gross box office receipts resulting there from.

13. 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.

14. 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.

15. 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).

16. 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.

17. 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.

18. PURCHASER must provide a clean private dressing room and a private restroom for the band. Dressing Room must have the following, but not limited to:

- Full size mirror
- Well lit area (so make up and costuming can be done efficiently)
- Comfortable seating (couch, chairs)

19. PURCHASER shall provide hot meals or a \$15.00 "buy-out" per person. PURCHASER will also provide the following:

- One case (24 12oz) Bottled Water (room temperature)
- One bottle Cranberry Juice
- Assorted Fruit Tray
- Ten (10) clean stage towels
- One case (12) Red Bull (on ice)
- One case (24 12oz) Bass beer (cold)
- One case (24 12oz) Amstel Light (cold)
- One bottle (750mL) Jagermeister
- Cups and Clean Ice (in a Cooler)
- Dinner for Band and Crew (8)

20. When providing hotel rooms, PURCHASER shall provide four (4) clean, comfortable, safe, double rooms with showers, telephones, TVs, and Air Conditioning. Hotel must be within ten minutes of venue.

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