



HEAVEN & EARTH BAND CONTRACT / RIDER

UNDER NO CIRCUMSTANCES IS THIS CONTRACT RIDER OR ANY PART OF THIS RIDER TO BE ALTERED, CHANGED, AMENDED, MODIFIED, DELETED OR IGNORED IN ANY WAY WITHOUT PRIOR CONSENT FROM THE HEAVEN & EARTH MANAGEMENT.

This Rider ("Rider") is attached to and made a part of the contract (the "Contract") between Heaven & Earth, acting through its touring company, Heaven & Earth, Inc., a California corporation for Presentation, Content and Production ("Artist") and the purchaser of said services ("Purchaser") as defined on the face of the Contract in connection with Artist's performance(s) at the venue(s) described therein (the "Venue" or the "Engagement").

Producer and Purchaser hereby agree to the following additional terms and conditions:

1. BILLING / ADVERTISING

a. HEADLINE ACT

Unless otherwise stated to the contrary in the Contract, Artist shall receive one hundred percent (100%) sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over each of the foregoing. No other name or photograph shall (i) appear in equal or larger type with respect to size, thickness, boldness or prominence than the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist. Artist shall also have the right of approval of any and all other acts in the performance, their set times and set lengths.

b. SUPPORT ACT

If the Contract calls for Artist to perform as a support act, then Artist shall receive one hundred percent (100%) special guest star billing in any and all press releases, advertisements and other publicity including, but not limited to radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over each of the foregoing. No other name or photograph of any other support act shall (i) appear in equal or larger type with respect to size, thickness, boldness or prominence than the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist.

c. ADVERTISING / MEDIA

Producer shall have approval over all advertising and promotions, including, without limitation, ticket giveaways and radio "presents". Purchaser will not commit the Artist to any personal appearance, interview or other type of promotion or appearance without prior written approval of Artist or its authorized representative.

No portion of the performance rendered hereunder may be broadcast, photographed, filmed, taped or embodied in any form for the purpose or reproducing such performance without the written consent of the Artist or its authorized



representative. Purchaser agrees to use its best effort to prohibit such activity from occurring. Purchaser must obtain Artist's (or authorized representative's) approval on all promotional materials (e.g., ad mats, art work, video, etc.) Purchaser shall promptly stop all advertising in connection therewith.

2. CANCELLATION

Producer shall have the right, in its sole discretion, to cancel the Engagement without liability, by giving Purchaser notice thereof at least thirty (30) days prior to the start of the Engagement.

3. FORCE MAJEURE

If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall include Artist or any member thereof.

4. INCLEMENT WEATHER

Producer's obligations hereunder shall be excused and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price plus any percentage monies called for in the Contract.

5. STAGING

Purchaser shall provide and pay for an adequate stage suitable for its intended purpose. Without limiting the generality of the foregoing, said stage shall be designed and constructed in order to accommodate Artist's production requirements including those contained in the attached Artist Production Rider (if any).

If the Engagement is intended to be performed outdoors, Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Artist and their crew) from inclement weather and dangerous conditions resulting there from. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate.

This provision is subject to the terms of the attached Artist Production Rider (if any).



6. CREATIVE CONTROL

Producer shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers (including master of ceremonies and welcoming speakers) and their length of performance, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film or videotape played to patrons at any time during the Engagement including prior to performance and during intermission (if any).

7. ANCILLARY RIGHTS

a. RECORDING

Purchaser agrees that Artist's performance hereunder, including any part thereof, shall not be broadcast, photographed, recorded, filmed, taped or otherwise reproduced in any form, by any method, for any purpose, without Artist's and Producer's prior written consent. Purchaser shall deny entrance to the Venue to any persons carrying audio, film or video recording devices including, without limitation, patrons, press and Purchaser's staff. In furtherance thereof, Purchaser shall place large signs at all Venue entrances describing this prohibition.

If Purchaser, its agents, employees or contractors reproduce or cause or allow to be reproduced, Artist's performance (or any part thereof) in film, tape or in any other form, upon demand by Artist, Purchaser shall deliver all of the same (together with any and all masters, negatives and copies thereof) to Producer at Purchaser's sole cost and expense. The foregoing shall be in addition to all other rights and remedies available to Producer and Artist, which are hereby reserved.

Notwithstanding the foregoing, Producer shall have the sole and exclusive right to record (audio and/or visual) Artist's performance at no cost to Producer or Artist. Purchaser shall secure, at no cost to Producer or Artist, all approvals, consents and the like required by any third parties in connection therewith including, without limitation, those required by the Venue, and any unions or guilds.

b. RIGHT OF PUBLICITY

Except as otherwise agreed in writing, nothing contained herein is intended, nor shall it be construed, to grant Purchaser any rights in connection with the use of the name, voice, likeness, logo or biographical information of Artist or any member thereof.

c. MERCHANDISING

Producer, or its designee, shall have the sole and exclusive right, without obligation to any party, to sell and distribute merchandise of any kind at the Engagement including, without limitation, merchandise containing the name, voice, likeness and logo of Artist and any member thereof (collectively "Artist's Merchandise"). Unless otherwise agreed to in writing, Producer shall retain one hundred percent (100%) of the gross receipts resulting from the sale of Artist's Merchandise. Purchaser shall provide, at its sole cost, well lit, secure, prime locations for merchandising.



Producer shall have sole approval over any vendors selling Artist's Merchandise. Purchaser shall, at its sole cost, prohibit the sale or distribution of all unauthorized or so-called "bootleg" merchandise on or adjacent to the Venue.

d. CONCESSIONS

The sale of food and drinks at the Engagement shall be limited to areas located outside of the performance area and shall not be visible from the stage. If alcoholic beverages are sold or distributed at the Engagement, then Purchaser assumes sole liability for all damage or injury to persons or property in connection therewith.

e. SPONSORSHIP

(i) Purchaser / Venue Sponsors

All forms of sponsorship secured or obtained by Purchaser and/or the Venue relating to the Engagement, whether part of an on-going series or specifically for the Engagement, are subject to the following:

All such sponsorship must be approved by Producer not later than fourteen (14) days prior to the Engagement.

To the extent Producer consents to sponsorship as stated above, the terms of Producer's consent thereto shall be subject, in part, to the following conditions: (i) sponsorship shall not be used directly or indirectly to suggest that Artist, or any member thereof, endorses, uses or otherwise is associated with the products or services of any sponsor(s); (ii) banners or other signage shall not be located within the performance area including any areas on, above, or near the stage; and (iii) Artist shall retain creative approval over same.

The term "sponsorship" as used herein, shall be given the broadest possible definition and shall include, without limitation, all use of or references to the name, logo or likeness (as applicable) of any product, service, business, person or any other entity (apart from the name or logo of Purchaser), whether or not Purchaser receives compensation in connection therewith. The foregoing shall include, without limitation, posters, handbills, newspaper and radio ads, promotional items, tickets and the like.

(ii) Artist Sponsors

Notwithstanding the foregoing, Artist shall have the right to secure sponsorship agreements in connection with the Engagement. Artist shall have the right (at no cost to Producer or Artist) to implement the terms thereof including, without limitation, the right to (i) place banners or other signage within the Venue; (ii) cause said sponsors to be used in any promotions or advertisements relating to the Engagement; and (iii) retain creative approval over the implementation of same.

8. LIABILITY

Except as otherwise specifically provided herein, Purchaser assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities and/or damages related to or based upon the presentation or production of the Engagement.



9. SETTLEMENT

a. TICKET MANIFEST

Purchaser shall deliver to Producer's agent, Major Event Productions, Inc., at least two (2) weeks prior to the Engagement, a plot plan and printer's manifest of the Venue (including a notarized, signed statement from the ticket printer, listing amount of tickets printed at each price); provided that Producer or its agent's failure to request, review or comment on same shall not be deemed a waiver of Purchaser's obligations or Producer's rights herein. (If a computerized system such as Ticketmaster is not used, Purchaser agrees to provide Producer, at the Engagement, with all unsold tickets for Producer to count and verify.) Purchaser shall also deliver to Producer, during the Engagement, all reports, of any kind, available to Purchaser from any ticket agency (e.g., Ticketmaster) which describe seats at the Venue whether or not such seats are available for sale (collectively "Manifests"). These Manifests shall include, without limitation, box seats, corporate seats, luxury seats, standing room seats and subscription seats.

Producer shall be compensated for all tickets listed on the Manifests as being sold (at the price stated on the face of the Contract) less (i) approved complimentary tickets (pursuant to this Rider); and (ii) any unsold tickets presented to Producer at the Engagement. In addition, Producer shall be compensated for all seats located in the Venue which are occupied during the Engagement but not listed on the Manifests (including, without limitation, corporate box seats and permitted standing room); such seats shall be deemed sold for not less than the highest price for which the Venue is scaled.

b. TICKETS

Producer shall have approval over the sale of tickets including, without limitation, ticket price (including any discounts and premiums), and facility fee (if any) and on sale date. Purchaser shall not sell tickets to the Engagement as part of a subscription or other type of series of other concerts, without Producer's written consent. All tickets printed under the Manifests shall be of the one stub, one price variety. No tickets shall be sold for seats located to the rear of the stage where the stage and equipment on stage is obstructing normal eye-level viewing of Artist's performance, unless the location of the seat is clearly indicated on the ticket as "impaired vision" or "behind stage". Purchaser shall be solely responsible for counterfeit tickets and Producer shall be deemed to be paid on said tickets. If Purchaser requests or causes tickets to be "pulled" Purchaser shall be solely responsible for same as if said tickets were purchased, even if Purchaser attempts to return said tickets.

If Producer is to receive a percentage of the gross receipts for the Engagement pursuant to the terms hereof, the term "gross receipts" or "gross box-office receipts" or similar phrases, shall mean all box-office receipts computed on the basis of the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all persons entering the performance with no deductions of any kind, except only sales tax and discounts as approved by Producer.



c. ACCESS TO BOX OFFICE

Producer shall have the right to enter the box-office at any time (before, during and after the performance) to examine and make extracts from the box-office records of Purchaser relating to the gross receipts of the Engagement. Purchaser shall provide Producer with a written box-office statement (certified and signed by Purchaser) within two (2) hours following the Engagement.

d. BREACH

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 shall receive one hundred percent (100%) of the additional gross box office receipts resulting there from. The foregoing shall be in addition to all other rights and remedies available to Producer and Artist, including those defined in this Rider, which rights and remedies are expressly reserved.

e. EXPENSES

If expenses are used to calculate the monies payable to Producer, then the following shall apply:

(i) Producer shall have approval over all expenses. As a condition to Producer granting such approval, Purchaser agrees to only submit actual expenses based on original invoices (not copies). In addition, Purchaser agrees to submit to Producer all original contracts applicable to the Engagement including, without limitation, contracts for the following: hall rent, production, catering, ticket commissions, insurance, advertising and security.

(ii) If the expenses submitted by Purchaser exceed the anticipated expenses (agreed to by the parties in writing prior to the Engagement), then the expenses exceeding the anticipated amount shall not be accepted. However, if such expenses are less than the anticipated expenses, then the lesser amount shall be applicable.

(iii) Advertising invoices must include original invoices; only net-advertising invoices are acceptable (regardless of whether an outside or in-house ad agency is used). No fees will be allowed for public relations or promotions firms. Original tear sheets must accompany all print invoicing. .

(iv) Without limiting the generality of the foregoing, the following expenses are not acceptable: (aa) any costs related to Purchaser's employees such as payroll, transportation and accommodations; (bb) clean-up costs; and (cc) any damages related to the use of alcohol by patrons.



10. COMPLIMENTARY TICKETS

a. PURCHASER COMPS

Unless otherwise agreed to in writing, Purchaser shall not distribute more than 1 % of the Manifested seating as complimentary tickets for each show. If the Venue contains reserved seating, then said tickets shall be distributed one percent (1 %) from reserved and one percent (1 %) from general admission (if it exists). Purchaser shall supply Producer with a verifiable statement detailing to whom each complimentary ticket was given. The foregoing is subject to the terms of the attached Artist Production Rider (if any).

Each of Purchaser's complimentary ticket shall be issued only as a fully punched ticket. Purchaser agrees to supply proper radio, television and newspaper personnel with complimentary tickets from this allotment. If Purchaser distributes any complimentary tickets above the foregoing allotment, or otherwise sells tickets at a discounted price, then Purchaser shall be deemed to have purchased such tickets at the maximum, day of show ticket price (or maximum offered ticket price if there is no day of show price). All complimentary tickets must be stamped "comp tickets."

Notwithstanding the foregoing, Producer shall have approval over all so-called ticket "give-a-ways" and ticket "trades" used to advertise the Engagement. If such approval is granted, tickets shall only be distributed on an equal, one to one basis in exchange for advertising time. By way of example, if the face value of a ticket is \$20, then this shall apply to \$20 worth of advertising. Purchaser shall provide Producer with original invoices confirming said transactions.

b. ARTIST COMPS / GUEST PASSES

Purchaser shall provide Artist with thirty (30) complimentary tickets for each performance of the Engagement, located in prime locations. Tour / Production manager will be solely responsible for the issuance of backstage passes in relation to the dressing room and surrounding areas. In addition, Tour Manager must also be provided with ten (10) All-Access/ Artists laminates-passes for band and crew.

11. BREACH

Each of the terms and conditions of this Rider and Contract is necessary and essential for Producer's full performance of its obligations hereunder. Accordingly, if Purchaser refuses or neglects to fulfill all of the terms and conditions contained in the Rider or the Contract (including, without limitation, the payment of any monies due and any services and items required hereunder) then Purchaser shall be deemed in material breach of contract. In such event, Producer shall have the right, without waiver of any other rights and/or remedies, all of which are reserved: (i) to refuse to perform this Contract; (ii) to cancel the Engagement; and (iii) to retain any amounts paid to Producer as partial compensation.

If on or before the date of the Engagement, Purchaser has failed, neglected, or refused to perform any contract with any other performer or entity, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory



(in Producer's good faith opinion), Producer shall have the right to demand immediate payment of the full contract price specified herein. If Purchaser fails or refuses to make such payment immediately, Purchaser shall be deemed in anticipatory breach of contract. In such event, Producer shall have the right, without further obligation to Purchaser (i) to refuse to perform this Contract; (ii) to cancel the Engagement; (iii) to retain any amounts paid to Producer as partial compensation; and (iv) Purchaser shall remain liable to Producer for the full contract price, including any percentage monies due. The foregoing is in addition to all other rights and/or remedies available to Producer or Artist in law and/or equity.

12. INDEPENDENT CONTRACTOR

The relationship between Producer and Purchaser is that of independent contractors. Accordingly, nothing in this Contract is intended, nor shall it be construed 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. Producer and Artist shall not be liable in whole or in part for any obligation incurred by Purchaser in carrying out its obligations hereunder.

13. INDEMNIFICATION

Purchaser agrees to indemnify and hold harmless Producer and Artist and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement; or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.

14. TAXES

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 shall be free of same. The foregoing shall not apply to any Federal or State income taxes imposed by law on Producer or Artist for Engagements performed within the United States (unless otherwise stated on the face of the Contract) but shall apply to all other forms of taxes including, without limitation, any business occupations tax or any value added tax ("VAT").

15. CHOICE OF LAW AND FORUM / ATTORNEYS' FEES

This Rider and Contract shall be deemed made and entered into in the State of California and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The State or Federal courts located in Los Angeles County, California shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts. In such event, the prevailing party to such dispute shall have the right to be reimbursed by the other party for its reasonable attorneys' fees.



16. INTERNATIONAL TRAVEL

If the Engagement is to be performed outside the continental limits of the United States, Purchaser agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable Artist, entourage and their equipment to enter and leave the country of the Engagement and for Artist and Artist's performers to render their services hereunder. Purchaser shall cause the foregoing to be provided to Producer (or to such location as directed by Producer in writing) in a timely manner. To the extent Purchaser requests any information or documents from Artist or Producer in connection therewith; such request shall be in writing and shall be made in a timely manner.

17. INSURANCE

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. Such insurance shall be in the amount required by the Venue, but shall not be less than One Million U.S. Dollars (\$1,000,000) aggregate per occurrence and One Million U.S. Dollars (\$1,000,000) per event, placed with an insurance carrier acceptable to Producer. Said insurance shall be in full force and effect at all times Producer, Artist or any of their respective employees, agents or contractors (or any of their respective equipment) is or are at the Venue. Purchaser shall cause Producer, Artist and each of their respective agents and employees to be listed as additional insured in connection with the foregoing insurance policies.

Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation insurance covering all of Purchaser's employees, subject to the requirements of the applicable state or foreign law.

Purchaser shall provide certificates of insurance evidencing the above policies to Producer, at least fourteen (14) days prior to the start of the Engagement. Producer's failure to request, review or comment on such certificates shall not affect Producer's rights or Purchaser's obligations hereunder.

18. SECURITY

The Purchaser guarantees proper and qualified security at all times to ensure the safety and security of the Artist and the Artist's road crew, employees and agents, and all of their respective instruments, equipment and personal property, from the time of Artist's arrival at the airport up to and including Artist's departure from airport. During the course of the engagement, particular security must be provided in the area of the dressing rooms, stage, remote mixing consoles and all the exits and entrances to the auditorium so as to provide for a safe and enjoyable event for both band, crew and paying guests. Purchaser agrees to adhere to all reasonable security provisions demanded by the hall authorities. In the event that any instruments, equipment or any other personal property of the Artist or the Artist's road crew, employees and agents is damaged or lost due to the failure of the Purchaser to provide adequate security arrangements, or if the Artist, or any band member, crew member, employee or agent of the Artist suffers from any injury or death as a result of the failure of the Purchaser to provide adequate security, the Purchaser will be



deemed to be responsible for monetary or other damages. Purchaser agrees and understands that it will bear the full financial cost of replacement or repair of any damaged or lost items, instruments, equipment or any other personal property belonging to the Artist or the Artist's crew, employees or agents. The foregoing is in addition to any other security requirements of Producer contained in the attached Artist Production Rider (if any).

19. LICENSES / PERMITS

Purchaser shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations and the like required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement; and (ii) Artist's / Producer's exercise of any rights granted herein. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable thereto. Upon request, Purchaser shall provide Producer with evidence of the foregoing; provided that Producer's failure to request or review same shall not be deemed a waiver of Purchaser's obligations or Producer's rights hereunder.

20. GENERAL REQUIREMENTS / PRODUCTION RIDER

Except as otherwise agreed to by the parties in writing or as otherwise stated in the attached Artist Production Rider (if any), Purchaser shall provide, at its sole cost, all elements of the production as required by Artist including, without limitation, catering, dressing rooms, internal ground transportation, sound, lights and backline equipment.

If the Artist Production Rider is attached hereto, then said Artist Production Rider shall be made a part hereof and Purchaser agrees to fulfill or cause to be fulfilled, at its sole cost, all terms and conditions contained therein.

21. ADDITIONAL REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants that: (i) it has the right and authority to enter into this Rider and Contract and to fully perform its obligations contained herein; (ii) it has the right to grant the rights granted herein and that Artist's / Producer's exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party; (iii) all goods, equipment and other materials provided by Purchaser (or at its request or direction) shall be safe, fully operational, and will not cause injury or damage to any person or property; and (iv) that all persons provided by Purchaser (including, its agents, employees and contractors) shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property. The undersigned warrant and represent that they are authorized to execute this Rider and Contract on behalf of the respective parties.

22. RETURN OF CONTRACT

Purchaser agrees to sign and return this Rider and Contract to Producer's agent, within ten (10) days from the date of the Contract; otherwise Producer shall have the right to cancel the Engagement upon notice thereof without liability. Producer's failure to exercise its right cancel the Engagement upon the completion of said ten (10) day period shall not be deemed a waiver of Producer's right to cancel the Engagement at any time thereafter.



23. MODIFICATION / ASSIGNMENT / MISC.

This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Rider and Contract (or any part thereof) may not be changed, modified or waived except by a signed, written agreement of the parties. Nothing in this Rider or Contract shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over the services of Artist or the Engagement. Whenever there is any conflict between any provisions of this Rider and Contract and any law, rule or regulation, said law, rule or regulation shall prevail, and this Rider and Contract shall be modified to the extent necessary to eliminate such conflict. This Rider and Contract may not be assigned without the written agreement of the parties; otherwise, any such attempted assignment shall be deemed null and void.

24. NOTICES / CONSENTS

All notices, consents, approvals, agreements and the like given in connection with this Rider and Contract shall not be effective unless contained in a writing, signed by the party giving same.

25. PARAGRAPH HEADINGS

Paragraph headings are used herein for convenience only and shall not be used to interpret this Rider.

26. COMPENSATION

AT SETTLEMENT, PURCHASER MUST PROVIDE ALL ORIGINAL RECEIPTS REGARDING MONEY SPENT BY PURCHASER (TICKETMASTER INVOICES, PRINTER COSTS, ADVERTISING, ETC.)

ALL MONIES DUE AND PAYABLE TO ARTIST SHALL BE PAID IN CASH, (U.S. CURRENCY ONLY) PAYABLE TO ARTIST ONE (1) HOUR PRIOR TO THE PERFORMANCE.

In case of any conflict of terms, the terms of this rider shall prevail over the terms of any other rider or riders. All terms of this rider are specifically accepted by Purchaser unless waived by Artist. Such waiver shall only be effective if initialed by both Artist and Purchaser.



Additions and changes may be made by Artist or Tour Manager only. If there are any questions, please don't hesitate to contact the bands management John Malta (818) 406-0407 cell

**We have made this Rider as easy as possible to follow as to ensure your complete adherence to all the terms included. We look forward to working with you.
Thank you and *expect* a great show!**

AGREED TO AND ACCEPTED:

X

Show Producer / Buyer

Date

X

Heaven & Earth

Date