

LIVE NATION LOCAL PROMOTER AGREEMENT

THIS AGREEMENT ("Agreement") dated March 3, 2009 is entered into by and between Live Nation Worldwide, Inc., 9348 Civic Center Drive, Beverly Hills, CA 90210 ("LIVE NATION") and The Arizona Board of Regents on behalf of The University of Arizona ("Local Promoter") in connection with the following concert event(s) (the "Concert(s)") featuring the live performance(s) of Jay-Z ("Artist"):

<u>City</u>	<u>Venue</u>	<u>Date</u>
Tucson, AZ	Arizona Stadium The University of Arizona	Wednesday, April 29, 2009

WHEREAS LIVE NATION has acquired the right to promote, present and produce the Concert(s);

WHEREAS Local Promoter desires to purchase the rights to promote, present and produce the Concert(s);

FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

The riders relating to the performances by the artist (or artists, if applicable) (individually, "Rider") shall be attached hereto and deemed incorporated herein.

1. Local Promoter Rights and Responsibilities. LIVE NATION hereby grants to Local Promoter the rights to promote, present and produce the Concert(s) subject to the terms contained in this Agreement (and attached Rider(s)). Local Promoter shall be responsible for arranging, in a first class, professional manner, all local aspects of the Concert(s) in accordance with this Agreement (and attached Rider(s)). Local Promoter's responsibilities shall include, but not be limited to, the following responsibilities:

- a. negotiating and contracting with, and for the use of, the venue;
- b. ensuring compliance with all agreed upon Rider requirements (including, but not limited to, all technical, production, marketing and catering requirements);
- c. arranging all local advertising and marketing for the Concert(s) to ensure that ticket sales are maximized;
- d. arranging for and providing all local labor and contractors required to promote, present and produce the Concert(s) in a first class, professional manner;
- e. providing all other services and materials typically provided by a local promoter in connection with a first class, professional concert event including but not limited to first class sound and lights;
- f. ~~preparing a budget for the Concert(s) and preparing all items required for settlement of the Concert(s); and There is no settlement, flat guarantee~~

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g. paying for all costs and expenses incurred in connection with the local promotion, presentation and production of the Concert(s) in accordance with this Agreement (and attached Rider).

h. Event is festival billing. Artist to receive 400% headline billing and close the show. It is further understood that Kelly Clarkson, Third Eye Blind and other artists TBD will play prior to Artist.

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2. Financial Terms. Local Promoter agrees to pay to LIVE NATION a flat guarantee in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("Guarantee") plus local ground transportation and backline. Local Promoter shall retain One Hundred Percent (100%) of the revenue from the Concert after settlement with LIVE NATION (or its designated representative or affiliate). Payment of \$750,000 will be distributed between LIVE NATION and International Creative Management (ICM). Payment to LIVE NATION will be paid via University check in the amount of \$730,000. Payment to ICM will be paid in the amount of \$20,000 via University check. Both payments will be made following complete performance of event by Artist. Method of delivery TBD by LIVE NATION and ICM.

3. Settlement. Financial settlement of the Concert shall be as follows:

a. ~~Deposit of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) representing 50% of the Guarantee due to Live Nation along with an executed copy of this agreement by March 13, 2009. In any event, no advertising will be allowed prior to receipt of agreement and deposit.~~

~~Via wire: Bank of New York
New York, NY
ABA #: 021000018
Acct #: 8900450436
Live Nation Worldwide, Inc.
Ref: Touring Jay-Z~~

~~Via check: Live Nation Worldwide, Inc.
9348 Civic Center Drive
Beverly Hills, CA 90210
Attn: Taki Pappas~~

b. ~~Booking fee of Twenty Thousand Dollars (\$20,000.00) payable directly to ICM immediately.~~

~~Via wire: City National Bank
400 Park Avenue
New York, NY 10022
Phone: (917) 322-5200
ABA #: 122016066
Acct #: 665007219
ICM NY Client Exchange
Attn: Cathy Barone~~

~~Via check: International Creative Management
10250 Constellation Boulevard
Los Angeles, CA 90067~~

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Attn: Dennis Ashley

~~NA: Flat Guarantee of \$750,000. UA does not pay deposits as per original invitation to perform. Payment in full via University of Arizona check immediately following complete Ninety (90) Sixty (60) minute performance.~~

~~e9. Balance of The guarantee (~~\$355,000.00~~) (\$750,000) due to LIVE NATION April 22/29, 2009 via ~~bank wire or company check~~ following completed performance.~~

4. Tickets.

a. Ticket prices for the Concert(s) shall be determined by Local Promoter, with the understanding that prices will be range from \$200 to \$39.75 with a total capacity of 17,000.

b. Intentionally deleted

~~5. Insurance Local Promoter will maintain and pay all premium costs, and deductibles, if any, for the following insurance coverages in amounts not less than specified throughout the duration of the Event, including load-in and load-out:~~

~~a. Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than \$500,000.00, affording coverage under the Workers Compensation laws of the applicable state. Local Promoter will cause, if allowed by law, its workers' compensation carrier to waive insurer's right of subrogation with respect to LIVE NATION, its parent and affiliated companies.~~

~~b. Commercial General Liability Insurance for limits of not less than \$1,000,000.00 per occurrence Bodily Injury and Property Damage combined; \$1,000,000.00 per occurrence Personal and Advertising Injury; \$2,000,000.00 aggregate Products and Completed Operations Liability; \$100,000.00 Fire Legal Liability, and \$2,000,000.00 general aggregate limit per event. The policy shall be written on an occurrence basis.~~

~~c. Automobile Liability Insurance with a limit of not less than \$1,000,000.00 combined and covering all owned, non owned and hired vehicles.~~

~~d. Umbrella Liability Insurance at not less than \$5,000,000.00 limit providing excess coverage over all limits and coverages noted in paragraphs 2 and 3 above. This policy shall be written on an occurrence basis.~~

~~Policies b, c and d above shall list LIVE NATION and its parent and affiliated entities and the performing artists as "Additional Insureds" with respect to any and all claims arising from Local Promoter's operations. Further, coverage for the "Additional Insured" will apply on a primary basis irrespective of any other insurance, whether collectible or not, to the extent of Local Promoter's liability.~~

~~Local Promoter will deliver to LIVE NATION satisfactory evidence of the aforescribed insurance coverage on a certificate form approved by LIVE NATION or, if required, copies of the policies. All required insurance will be placed with carriers licensed to do business in the applicable state(s), will have a rating in the most current edition of A.M. Best's~~

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Property Casualty Key Rating Guide that is reasonably acceptable to LIVE NATION and will provide thirty (30) days written notice of cancellation or non-renewal to LIVE NATION.

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~~6. INDEMNIFICATION. LOCAL PROMOTER SHALL INDEMNIFY, DEFEND AND HOLD LIVE NATION, AND ITS PARENTS AND AFFILIATED ENTITIES AND THE PERFORMING ARTIST(S), HARMLESS WITH RESPECT TO ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE, ARISING OUT OF OR RESULTING FROM (I) ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS BY THE LOCAL PROMOTER, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; (II) THE PRESENTATION, PRODUCTION OR PROMOTION OF THE EVENT(S) OR (III) ANY BREACH OF CONTRACT BY LOCAL PROMOTER.~~ See University Addendum #10.

7. Confidentiality. The terms of this agreement are subject to the utmost confidentiality among the parties hereto, and must not be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law, or for carrying out the purposes of this Agreement. Breach of this provision could cause the parties irreparable harm, which may not be compensable in monetary damages. See University Addendum #2.2.

8. Miscellaneous

a. Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or mutually desirable in effectuating and carrying out the provisions of this Agreement.

b. Headings. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

c. Assignment; Parties Bound. Neither party may transfer, assign or convey any of its rights or obligations hereunder without the prior consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d. Invalidity. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

e. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original.

f. Entire Agreement and Modification. This Agreement and University Addendum contains the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended, revised, or terminated orally but only by a written instrument approved by the parties hereto.

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g. Relationship of the Parties. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and, except as otherwise provided herein, no party will have the authority to bind the other in any respect. Each party shall be solely responsible for all wages, income taxes, worker's compensation requirements and any other requirements for all personnel it supplies pursuant to this Agreement.

h. Force Majeure. ~~The failure of any party hereto to comply with the terms and conditions hereof because of a "Force Majeure Occurrence" shall not be deemed a breach of this Agreement. "Force Majeure Occurrence" shall be defined to include, without limitation, Act of God, strike, labor disputes, war, fire, earthquake, acts of public enemies, acts of terrorism, epidemic, action of federal, state or local governmental authorities or an event or reason beyond the reasonable control of a party. Furthermore, in the event that the Concert is prevented by a Force Majeure Occurrence, then (a) the performing artist(s) shall be relieved of its obligations with respect to the performance so prevented, (b) the performing artist shall be under no obligation to perform at a different time (c) no party (including the performing artist and LIVE NATION) shall be obligated to compensate Local Promoter for any expenses incurred in connection with such prevented performance.~~ See University Addendum #5.

i. Governing Law. The law governing the Agreement and the obligations hereunder shall be governed by and construed in accordance with the laws of the State of California, Arizona. See University Addendum #7.

WITNESS the execution hereof effective as of the date and year first above written.

Live Nation Worldwide, Inc. E/S/O JAY-Z

Arizona Board of Regents on
Behalf of The University of Arizona

By: Faisal Durrani

By: Irma Alvarado-Sipp

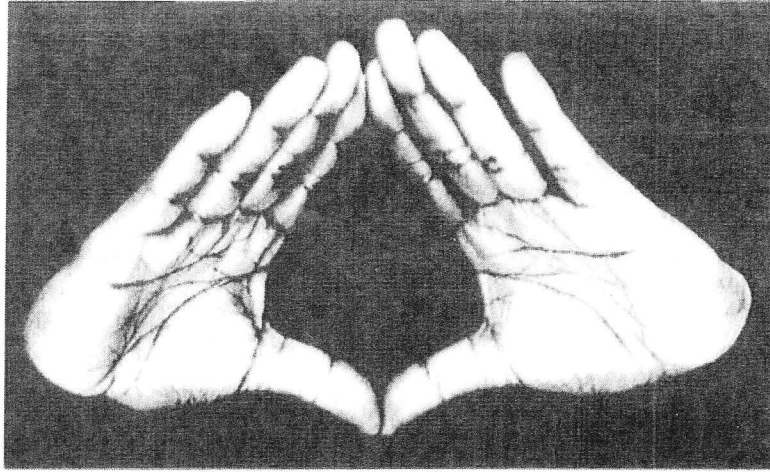
Name: Ryan McElrath

Faisal Durrani

Name: Contracts Administrator

Title: ^{SUP} ~~COO~~ Touring

Title: 3/24/09



JAY-Z

SPRING 2009

BUSINESS / TECHNICAL PRODUCTION RIDER

THIS RIDER HAS BEEN PREPARED TO DETAIL REQUIREMENTS THAT WE FEEL NECESSARY FOR THE ARTIST JAY-Z TO PRESENT THE BEST POSSIBLE SHOW FOR YOUR PATRONS. PURCHASER MUST INITIAL EVERY PAGE OR THIS CONTRACT IS NOT CONSIDERED VALID.

If there are any immediate questions or comments, please contact the following:

RANDY BUZZELLI

TOUR MANAGER
Phoenix Music Group, LLC
34522 North Scottsdale Rd
Suite 625
Scottsdale, AZ 85262
Rbuzzelli@mac.com
Phone: (646) 495-0915
Fax: (623) 321-5946
Cell: (602) 315-3985

BRYON TATE

PRODUCTION MANAGER
Phoenix Music Group, LLC
34522 North Scottsdale Rd
Suite 625
Scottsdale, AZ 85262
Bryontate@aol.com
Cell: (602) 625-3870

JOHN MENEILLY

BECKY MENDOZA

MANAGER
1411 Broadway
28th floor
New York, NY 10108
Phone: (212) 497 2000

TOUR DIRECTOR
rimbec@aol.com
Phone: (623) 374-3853
Cell: (915) 449-6538

Page 1

THIS IS THE OFFICIAL RIDER FOR THE LIVE PERFORMANCE OF THE ARTIST

JAY-Z

THE FOLLOWING SECTIONS OF THIS RIDER WILL DEAL DIRECTLY WITH VENUES, VENUE PRODUCTION, HOSPITALITY, DRESSING ROOMS, SECURITY, PASSES, GUEST LISTS, PERFORMANCE CRITERIA, PERFORMANCE DURATION, GROUND TRANSPORTATION, AND SOUND CHECKS.

RIDER TO CONTRACT DATED: March 3, 2009 BETWEEN
MARCYS PROJECTS, INC. f/s/o JAY Z (HEREIN REFERRED TO AS ARTIST), AND
Arizona Board of Regents on behalf of The University of Arizona
(HEREIN REFERRED TO AS PURCHASER/PROMOTER) COVERING THE ENGAGEMENT
AT Arizona Stadium (HEREIN REFERRED TO AS VENUE) ON April
29, 2009 (HEREIN REFERRED TO AS ENGAGEMENT).

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PLEASE READ CAREFULLY! PURCHASER SHALL FULFILL ALL TERMS AND CONDITIONS CONTAINED IN THIS TECHNICAL AND PRODUCTION SPECIFICATIONS RIDER. SHOULD PURCHASER FAIL TO PROVIDE ALL AND ANY LISTED SPECIFICATIONS OR TERMS LISTED HERE IN, ~~ARTIST MAY TERMINATE THIS CONTRACT WITHOUT RELEASING PURCHASER OF ANY OBLIGATION TOWARD ALL OR ANY FEES RECEIVABLE BY ARTIST.~~

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This Technical and Production Rider are part of the attached contract for the performance ARTIST JAY-Z. By signing it, you as the PURCHASER are agreeing to supply said ARTIST with specific working equipment and working conditions, which are essential to the ARTIST performance. All items and provisions here after set forth are part of the contract. ARTIST agrees to furnish and PURCHASER agrees to accept for the engagement the following terms and conditions.

CONCERT RIDER AGREEMENT

In reference to the engagement described in the attached contract, (the "Engagement") this Concert Rider Agreement ("Rider") will be deemed incorporated on and a part of the Agreement ("Contract") by and between The Arizona Board of Regents on behalf of The University of Arizona ("PURCHASER/PROMOTER"), and the PURCHASER of said services referred therein with respect to the live performance from "JAY-Z" here after referred to herein as "ARTIST". In the event of any inconsistency between the provisions of the Contract and this Rider, the provisions of this Rider will control. The Contract as modified by this rider is referred to herein as the "Agreement".

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It is understood and agreed that the Agreement may not be assigned, changed, modified, or altered, except by an instrument in writing, signed by both



PURCHASER and ARTIST. Nothing in this Agreement shall require the performance of any act contrary to law or to the rules or regulations of any union, guild, or singular-body having jurisdiction over the services of ARTIST or over the Performance. This and the University Addendum is the sole and complete Agreement between the parties with Respect to the Engagement. Nothing contained in the Agreement shall be construed to constitute The parties as a partnership or joint venture, and ARTIST shall not be liable in whole or in part for Any obligation that may be incurred by PURCHASER in carrying out any of the provisions hereof, or Otherwise. In the event that suit is brought for ARTIST to enforce any of the provisions of this Agreement, the prevailing party in such suit shall be entitled to recover reasonable court-awarded attorney's fees.

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PURCHASERS EXPENSE:

PURCHASER shall furnish, at its sole cost and expense, except as otherwise set forth in the technical rider all facilities, equipment (including trucking, sound and lighting, video and Pyrotechnics equipment), personnel and services which are customarily furnished by PURCHASER of first-class live concert productions involving a performer of ARTIST'S stature, including, without limitation, the cost and expenses, or otherwise, of employees of PURCHASER working on the tour.

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Page 2

INSURANCE See University Addendum # 8.
~~PURCHASER shall indemnify and hold ARTIST, its representatives, contractors, employees, licensees and designees harmless from and against any claim, demand, loss, damage or expense including reasonable attorney's fees incurred, suffered by or threatened against PURCHASER 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 or in connection with the engagement, which claim does not result directly from active negligence of ARTIST, its employees, contractors or agents. PURCHASER shall name ARTIST as additional insured party on PURCHASER'S public liability insurance policy. ARTIST Legal entity (Shawn Carter) Marcy's Projects Productions Inc. Policy shall be with acknowledged (A+) rated insurance carrier and a copy of the Insurance policy, with additionally named insured certificate sent to management a minimum of 5 days prior to engagement. Policy must meet minimum requirements of \$2,000,000.00 per occurrence, \$ 5,000,000 aggregate.~~

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TAXES / VAT See University Addendum # 11.
~~If there is an assessment of tax by any taxing authority on ARTIST for earnings during the engagement, said tax will be paid by ARTIST. ARTIST must be notified in advance of final contract of any said taxation in writing. It is fully understood no deductions whatsoever are to be taken from the contract guarantee contained herein or from any percentages earned hereunder.~~

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PERMITS, LICENSES, CERTIFICATES

PURCHASER, at PURCHASER'S sole cost, agrees to obtain all necessary licenses, permits, certificates, Authorizations or other approvals required to be obtained ~~from any union, guild, public authority, Performing rights society or any other-~~

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~~governmental authority or agency having proper jurisdiction over or with respect to the engagement and shall comply with and completely and satisfactorily fulfilled all terms, conditions and covenants set forth therein.~~

CANCELLATION, ILLNESS, FORCE MAJURE

ARTIST shall have the right to terminate this Agreement without liability to PURCHASER if ARTIST or any member of the ARTIST'S performing group becomes ill or incapacitated ~~for any reason~~. In ARTIST'S reasonable judgment performance of the engagement shall expose ARTIST, any employee of ARTIST or PURCHASER, or any portion of the audience to danger or death or injury by any outbreak of violence or civil strife of any kind.

See University Addendum #6 & #5.

~~Performance of any of ARTIST'S obligations shall be rendered impossible or impractical by reason of strikes, civil unrest, transportation delays or cancellations, unforeseeable act or order on any contractor, sub-contractor or any public authority, epidemic, dangerous weather conditions, national or local state of emergency, fire or other similar event or condition, of any character. Providing ARTIST is ready, willing, and able to perform, PURCHASER shall remain liable to pay ARTIST the full contract price plus any monies called for in the contract regardless of the foregoing events.~~

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INCLEMENT WEATHER

Notwithstanding anything contained herein, inclement weather shall not be deemed a Force majeure occurrence and PURCHASER shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. ARTIST management shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe. Artist understands there will be no roof on the stage

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Page 3

ADVERTISING

All print ads, radio spots and other materials to be used by PURCHASER in advertising or promotion of the engagement hereunder, must be cleared with ARTIST Management or Label Representative. ARTIST shall have final approval of all advertising, in any form whatsoever used in connection with her likeness for this engagement. PURCHASER shall only use artwork and/or photographs provided to PURCHASER by ARTIST. The name and likeness of ARTIST shall not be used or associated, directly or indirectly, with any product or service without ARTIST'S prior written consent.

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~~Under no circumstances will any such materials or any other aspect of the Engagement constitute any endorsements or association between ARTIST and any~~

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~~individual, company, product or service, nor shall there be any sign, banner, or advertising material on or near the stage at any time during the entire performance, except as directed by ARTIST.~~

The name and likeness of ARTIST shall not be used or associated, directly or indirectly, with any product or service without ARTIST'S prior written consent.

If PURCHASER promoted the show with posters please have ten (10) set aside.

INTERVIEWS, RECORDING, RADIO BROADCASTING

All requests for Interviews, Recording TV or Radio Interviews must be set in advance with ARTIST management or Record Label seven (7) days in advance of performance. PURCHASER shall not make any commitments for personal interviews, personal appearances, or any other type of promotional activity for ARTIST in connection with this engagement without the prior written approval of ARTIST management.

Publicity Contact: Jana Fleishman (Island Def Jam) at (212) 445-3298
Management Contact: John Meneilly (917) 576-1212

REPRODUCTION OF PERFORMANCE

No portion of ARTIST engagement, the performance of ARTIST, or activity of ARTIST, may be recorded on film, videotape, or otherwise reproduced photographically or by any sight and/or sound device by PURCHASER or any PURCHASER representative. ARTIST expressly reserves all such rights for its licensee(s) and designee(s), provided such videotaping and filming are of ARTIST and ARTISTS' employees only, and upon request, PURCHASER shall cooperate and render any assistance required by ARTIST for such purpose, including without limitation, affording the designees or licensees of ARTIST access to the engagement. No person not specifically authorized by ARTIST shall be permitted to film or videotape this engagement with any sound, film or video mechanism. PURCHASER shall have absolutely no interest or rights of any kind whatsoever in or to any such photographs, recordings, tape, film, or any reproduction of any performance rendered by ARTIST during this engagement.

INDEPENDENT CONTRACTOR

The relationship between ARTIST and Producer/Promoter is that of an independent contractor. Accordingly, nothing in this Contract is intended, nor shall it be construed to constitute the parties as a partnership, joint venture, principal agent relationship or other relationship and neither party shall represent itself to third parties as such. ARTIST shall not be liable in whole in part for any obligation incurred PURCHASER in carrying out its obligations hereunder.

PERFORMANCE DURATION

ARTIST'S performance duration shall be negotiated and agreed upon in advance of Engagement by ARTISTS Management and the PURCHASER. Minimum of sixty (60) minute set

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MERCHANDISING 80-20 split on all soft goods sold

Any merchandising associated with the JAY-Z name, image or likeness is the exclusive property of the ARTIST and may not be used by any other individual or company without prior written approval from ARTIST management. ARTIST shall have the right to sell souvenir programs, books, photographs, 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. PURCHASER shall provide well lit, secure, prime locations, and adequate vending space that shall be in such a position as to be easily visible to the public using the main entrance. This is to be at no cost to ARTIST.

VISIBILITY OF ADVERTISING AND CONCESSION PLACEMENT

There will be no visible branding or advertising within the performance area. Any boards (illuminated or otherwise) must be covered before gates and for the duration of the show. ARTIST Production Staff will have the final say over what constitutes "visible branding or advertising". This is a direct ARTIST request and must be treated with respect.

TICKETS/COMPLIMENTARY TICKETS Call to advance

ARTIST shall receive at no cost to ARTIST, One Hundred fifty (150) complimentary tickets per show. These tickets should be within the first fifteen (15) rows. Complimentary tickets shall be placed on hold for each engagement and shall be made available to the Tour Manager upon request (with will call envelopes).

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POLICE ESCORT

Upon request by ARTIST Tour Manager, Police escorts must be arranged in order to facilitate ARTIST arrival to and departure from the venue. This escort must be empowered to route the vehicles through any potential traffic delay. The times for this escort will be determined on the day of the show by ARTIST Tour Manger. PURCHASER shall use its best efforts to organize escort service in advance, to accommodate the local law enforcement agency.

SOUND CHECK

PURCHASER agrees to provide for a one (1) hour closed sound check. This hour is not inclusive of any special guest sound check. At this time the venue must be cleared of all non-working and non-essential personnel. Only ARTIST touring personnel directly involved with the running of the show will be allowed into the venue while the sound check is being held. Absolutely no press or guests will be allowed in the venue at this time. PURCHASER agrees not to open the arena for admittance to the public until first obtaining specific consent from ARTIST Production Staff that the sound check is completed. Please advise all building personnel prior to our arrival to avoid any confrontation.

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STAGE ANNOUNCEMENTS

No master of ceremonies, disc jockeys or announcers shall appear in conjunction



~~with this performance without the prior written consent of ARTIST. There are to be no announcements or speeches from the stage or through the house PA system without the prior approval of the ARTIST Production Manager. There will be no advertisements run through the house system at any time.~~

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NO FILMING POLICY

The performance and any and all rehearsals or sound checks involving the ARTIST will not be videotaped, filmed or audio recorded for television, private use or any other purpose without the written consent of ARTIST. THIS IS NON-NEGOTIABLE. Excluding video footage for security and investigation by police.

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Page 5

CAMERAS AND RECORDING DEVICES

The Promoter shall ~~make best efforts to prevent~~ be responsible for preventing the entrance of all audio and video tape recorders and / or all cameras within the venue. All ticket takers and ~~t-shirt~~ security personnel must be advised to stop anyone in possession of tape recorders and /or cameras (still or video cameras) and laser beams at all entrances.

THERE MUST BE POSTED AT ALL ENTRANCES, SIGNS SAYING:

“NO UNAUTHORIZED AUDIO OR VIDEO RECORDING OF ANY TYPE ALLOWED TONIGHT”

COMPANY VIDEO AND AUDIO ARCHIVAL RECORDINGS

ARTIST has an archival camera positioned at house mix position on a nightly basis.

ARTIST must have the right to record video and audio for ARTIST archival use and critiquing of show. These show video and audio recordings are not for broadcast and will not be released for promotional or for commercial use.

PROMOTER must negotiate with venue on behalf of the ARTIST as to insure ARTIST will incur no costs for these recordings.

SHOW STOP PROCEDURE

Should there be any reason for a show stop from the house such as fire or bomb threat etc. PURCHASER must contact ARTIST Production Staff to evaluate and advise show crew. Any show stop for technical or safety measures must also be controlled thru Production Staff. Any delay longer then a few minutes will result in ARTIST return to dressing rooms. We Promoter will then make a command decision to inform audience.

DOORS OPENING Not applicable as doors open for festival style openers hours prior.

~~Prior to door time the Promoter representative and ARTIST Production Staff will~~

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~~meet to mutually agree to open doors to the public. No Building personnel will open doors without mutual consent of ARTIST'S Production Staff. At no time will doors be opened when ARTIST is on stage or on venue floor.~~

Start time evaluation!

It is in the ARTIST interest to get as many people into the arena as possible prior to Show. 30 minutes before start time we will make an evaluation to check for adequate numbers in the venue. If ARTIST Production Staff has any doubt PURCHASER shall push back show start times. To avoid this situation, please use all means possible to inform all audience members to get to their seats in good time and ensure that any long lines at entrances are kept to a minimum.

PASSES AND CREDENTIALS

~~ARTIST Production staff will carry and distribute all passes for all staff, guests and media. PURCHASER will supply a pass list request to ARTIST Production Coordinator no later than 12:00PM on the day of show. ARTIST Production staff will provide all administrative, building, technical and security personnel with passes. Only ARTIST laminated passes and tour dated stick on passes will be honored on the day of the show. EVENT COORDINATOR agrees to make all building personnel aware that these are the only acceptable passes. These passes must be worn at all times to gain access to areas where the public will not be admitted. No person without a pass will be admitted to the backstage area. On the day of engagement absolutely no personnel whatsoever will be admitted to ARTIST dressing room compound without express permission from ARTIST Security Director this does not include police. This includes all building personnel. PROMOTER TO ISSUE CREDENTIALS.~~

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TRANSLATORS

~~PURCHASER shall provide in all Locations that require it, Two (2) English translators that will travel with ARTIST and crew at all times. The ARTIST'S Tour Manager shall direct and position said Translators.~~

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Page 6

GROUND TRANSPORTATION

AT NO TIME SHALL ARTIST TRAVEL PARTIES BE WITHOUT THEIR ASSIGNED GROUND TRANSPORTATION AND DRIVERS!

PURCHASER shall provide at PURCHASER'S sole cost and expense the below listed transportation, specifics to be advanced by ARTIST Tour Manager. These vehicles shall be supplied upon ARTIST arrival, fully fueled operated by drivers who posses a keen knowledge of the Local Area. At no time will extra persons be allowed to "Ride Along" inside transport vehicles. These vehicles shall be for the sole use of the ARTIST Travel Party and shall be made available to them at their request.

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PURCHASER shall furnish to the ARTIST the following ground transportation upon ARTIST arrival into Engagement City until ARTIST departure.

- * ~~One (1) Late Model Black Mayback 57 or 62 with tinted windows~~
- * One (1) Late Model Large Black SUV with tinted windows.
- * One (1) Late model Fifteen-Passenger Van.
- * One (1) Late Model Cargo Van with NO SEATS for Luggage

Should ARTIST Band and Crew arrive or depart Engagement City via air. PURCHASER shall provide in addition the following Ground Transportation.

- * One (1) 20' Cargo Van/Truck for transportation of ARTIST equipment, cases and luggage.
- * Two (2) 15 Passenger Vans for ARTIST "B" Party

PURCHASER shall provide the name of the transportation provider and a copy of said company's certificate of insurance reflecting general liability insurance coverage against death and injury to persons and property with a limit no less than one million dollars (\$1,000,000.00). It is understood that ARTIST'S management has the right to refuse PURCHASER'S choice of transportation companies and substitute said companies at the sole cost of the PURCHASER.

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Page 7

TECHNICAL RIDER PRODUCTION REQUIREMENTS

ADVANCE CONTACTS

This Technical Rider is subject to advance. The PURCHASER must contact the ARTIST'S Production Manager at least Four (4) weeks prior to the ARTIST Performance for a full technical advance.

CONTROL OF PRODUCTION Festival style show will call to advance all schedules Assigned representative of ARTIST shall have sole and absolute authority in directing local personnel, Union crews, local Security, facility personnel, and operation of all lighting and sound equipment and any other production equipment during any and all sound checks, rehearsals, and performance scheduled here. ARTISTS' representative (Tour Manager, Production Manager) shall have exclusive creative control in all respects and in all details dealing with the ARTIST'S engagement.

PURCHASER REPRESENTATIVE

A. PURCHASER agrees to furnish, at PURCHASER sole cost and expense, his personal representative (fully fluent in English & local language) who is capable of making any decisions pertaining to the engagement from the time of arrival of

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ARTIST production personnel and/or equipment (including outside staging materials) through to the time of departure, provided such decisions are not of a legal nature. This representative must have copies of this entire agreement, together with any rider(s), copies of mailgrams, facsimiles and letters pertaining to this engagement.

B. PURCHASER representative will remain in the immediate backstage area and must be in constant contact with ARTIST Production Staff. ARTIST Production Staff will make all decisions relative to the staging of ARTIST performance(s). Within reason, UA personnel may be called to action in the event of emergency/unforeseen incident.

PURCHASER'S failure to comply with reasonable requests may require the performance to be canceled.

C. PURCHASER will provide ARTIST Production Manager with telephone numbers (business and residence). PROMOTER principal and representative will be contacted at least fourteen (14) days prior to the engagement.

D. ~~The person signing this agreement on behalf of the PURCHASER will be personally present at the place of the engagement from two (2) hours prior to show time.~~

E. ~~The ARTIST shall have the first right to set up all instruments and properties used in the presentation, and the aforesaid instruments and properties shall not be moved, relocated and or used by any person other than ARTIST Representatives without express permission of ARTIST Production Staff. This show will involve festival style changeovers of the complete deck. PROMOTER shall supply a professional crew to aid Artist's in the proper and safe handling of all equipment on and off the main performance stage. Equipment will have to be moved post sound check into wing space. Rolling risers and breakaway sub-snakes will be used per recent advance call with Bryon Tate.~~

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VENUE / BUILDING REQUIREMENTS

~~Unless otherwise requested by ARTIST Production Staff, the PURCHASER shall furnish total and unrestricted access to the performance and production areas prior to the date of the engagement, at least fourteen hours before the ticketed Showtime. As per advance~~

There shall be no scheduled or unscheduled activities in venue from load-in through load -out. This includes but is not limited to, any type of sporting event, family event, graduation ceremony, circus, convention and trade show. Spring football practice will take place on football field only.

PURCHASER shall provide the venue in proper working condition. The venue shall be well lit, with ~~unrestricted access to venue lighting control panels from the beginning of the rigging call to the end of load out.~~

Venue and stage floor shall be clear of any and all trash, debris, equipment, risers, chairs, carts, or any type of obstruction including dasher walls anywhere within the safe working area of the stage or front of house mix position.

This area must be totally clear from permanent seating areas on sides of stage from stage left to stage right.

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TRASH REMOVAL

Trash and rubbish on or near the stage is both unsightly and dangerous. PURCHASER shall provide a minimum of six extra large (35 gallon or more) trashcans with liners to be placed in and around the stage. These items should be in place in the upstage right area of the stage before load in begins.

~~PURCHASER shall provide a minimum of (8) light laborers to remove and strike trash from the arena floor. These workers must begin removing trash no later than five minutes after the completion of the ARTIST performance and must be completed (20) twenty minutes after cleaning has started.~~

All house equipment and trash must exit the arena floor through an alternate route other than the areas deemed for use for the production load out by the ARTIST Production Staff. Any carts, bins, or laborers used for these projects must be kept out of the stage, backstage, or any area of the venue deemed inappropriate or unsafe by the ARTIST Production Staff.

Under no circumstances shall the use of electric or fuel powered blowers or vacuums be permitted while the ARTIST Production staff is in the venue.

PARKING

PURCHASER shall be responsible for all necessary parking permits and variances. It is imperative that the ARTIST buses and or trucks be located as close as possible to the back stage door. Please make certain all permits are available well in advance of the required time to be distributed to the ARTIST staff, support acts, etc.

If the unloading area does not have a truck 'bed level' loading dock, sufficient ramps, lifts, or other necessary equipment to provide an efficient working environment. The PURCHASER will be required to provide the required supplemental equipment needed at no cost to the ARTIST. ARTIST will require safe, secure parking for.

Six (6) ARTIST "A" Party Vehicles

Pre-determined number of ARTIST/Crew Buses

Pre-determined number of Trucks and Trailers Need to be solidified 3 weeks prior to event

The ARTIST parking area should be close to the ARTIST back stage entrance and will be available to the ARTIST from 2 hours before load in until 2 hours after the load out is completed.

ALL DOCKS AND DOORWAYS ARE TO BE CLEARED BEFORE LOAD IN.

Any type of directions (maps) provided by the PURCHASER to ARTIST Tour Manager would be greatly appreciated.

Information should include the venue location, load-in (docks), closest fuel services (gasoline and diesel, open 24 hrs.), etc.

PERMITS AND RESTRICTIONS

PURCHASER must inform ARTIST Production Manager of any legal or facility restriction, limitations, codes, ordinances, guidelines or obstructions, which could prevent or effect the execution of any of the Production requirements.

WIRELESS FREQUENCY PERMITTING AND LICENSING

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PURCHASER shall be solely responsible for all applicable permitting and licensing fees associated with ARTIST live performance. This includes but is not limited to the following ARTIST equipment: Wireless Vocal Microphones, Wireless In Ear Monitoring Systems, Wireless Musician Instrumentation Systems, Production Radios Systems, Production Intercom Systems.

BUS SHORE POWER

ARTIST may require Electrical Disconnects for a pre-determined number of four buses. Said disconnects shall be within 100' of parking area. The Parking Area shall be within a reasonable distance from the Back Stage area.

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Initials _____

Page 9

SHOW POWER

In the event that ARTIST is traveling with Production. All Production Electrical services are to be with in One Hundred (100) feet of stage, with lugs that accept CAM-LOC connectors.

ARTIST Production only carries One Hundred (100) feet of 5-wire cable per service. Should any service be further than 100 ft from stage, PURCHASER shall supply all necessary additional lengths per ARTIST Production Managers specifications. PURCHASER will ensure that All services are correctly fused at relevant supply junctions with separate neutral and earth lines. If services are fused, one spare fuse per service is to be supplied.

Required Power ratings for and amount of needed Disconnects shall be advanced at least four (4) weeks before Scheduled Performance.

The PURCHASER will inform ARTIST Production Staff if the ARTIST power requirements exceed the venues power capacity and that the use of external generators is necessary.

The final type and location of said generator/s is subject to approval by the ARTIST Production Manager

All Fees and Permits of Renting, Staging and Fueling said generator/s shall be the PURCHASER'S sole expense.

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STEP DOWN TRANSFORMERS

In Locals that use non 110 volt AC the ARTIST may require Five (5) Step Down Transformers for Onstage Band Gear, Dressing Rooms and Production Offices. These Transformers will be needed to supply 110 volt AC.

RIGGING

ARTIST requires Venue to be able to support Hanging Weight of at least 45,000 lbs. This weight is to be spread out over an 80 ft. wide by 60 ft. deep area above the performance stage location.

A. NOTIFICATION: ARTIST Production Staff must be advised at least four (4) weeks prior to engagement of any weight restrictions, structural defects, need for pre-rig, ground support or safety ordinances which may affect hanging of production.

Notification: No roof structure exists at this venue or will be provided.

B. BUCKET TRUCK / CHERRY PICKER: Whenever access to the venue rigging is not



accessible, the EVENT COORDINATOR must supply two (2) bucket trucks/cherry pickers. This equipment must be in perfect working order with ample fuel and experienced operators. Operators and all local labor are to be in addition to rider's local labor requirements.

C. GROUND SUPPORT: In the event that venue requires ground support ARTIST Production Staff will require approval of the support system. This is PURCHASER and EVENT COORDINATOR responsibility. PURCHASER shall be required to arrange for local labor, ground support system, company supervision and all insurance necessary.

D. VENUE SCOREBOARD: All center of house scoreboards must be raised into non-operating position prior to ARTIST arrival.

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STAGE

The ARTIST will require a sturdy and secure 60' Wide by 40' Deep by 5' High Performance Area Stage. Stage size to be determined. Venue cannot accommodate a stage any deeper than 36'. Said Stage should support 100 lbs. per square foot and be placed at least 8' from the back wall. The Stage must be level and centered to the building rigging. The Stage Surface shall be Black and must be smooth and clear of all protrusions that may hinder ARTIST movement during performance. No carpet shall be used on the Stage Surface.

Said Stage is to have Two (2) sturdy and secure stair sections with handrails.

The Stair Section placements to be directed by ARTIST Production Manager on show day.

FORK LIFTS

In the event the ARTIST is traveling with production. PURCHASER shall provide Two (2) Forklifts with a minimum lift capacity of 2000 lbs, and a minimum lift reach of 15 feet shall be provided at PURCHASER'S sole expense. Adequate fuel must be supplied for entire working period. Forklifts must be in excellent working condition and on site before crew call. Each Forklift must also have a set of 6' foot extensions. PURCHASER is to supply Two (2) Skilled Operators for said forklifts. Operators shall be on site from Load In until completion of load out.

Initials _____

Page 10

STAGE HANDS

PURCHASER agrees to provide a Local labor force to be used for purpose of loading in and out of venue and setting up and breaking down all ARTIST Production equipment. ARTIST Production Manager will advance specific stagehand calls at least Two (2) weeks prior to ARTIST engagement. PURCHASER House Production Director and Chief Production Representative must be at place of engagement at called load-in time to meet ARTIST Production Staff to discuss allocation of said stagehands. PURCHASER is to inform ARTIST production Staff of all stage crew minimum calls, break times, penalties, etc, within Fourteen (14) days of show. PURCHASER is also to inform Production Staff of all hourly rates including overtime rates.

STAGE RISERS

PURCHASER shall provide the ARTIST with the following STEEL DECK type stage risers.

- * 1 - 8'x12'x2'
- * 1 - 8'x12'x18"
- * 1 - 8'x8'x1'
- * 2 - 8'x8'x8"
- * 2 - 4'x8'x8"

ALL Provided risers shall have Black Skirting for all four sides and Rolling -Locking Casters.

BARRICADE

~~PURCHASER agrees to supply, at his sole expense, a professionally built adjustable modular unit steel framed barricade, with open grilled vertical wall and drop plate toward the audience. (The overall strength and integrity of construction of such a barricade are of the utmost importance to the uninterrupted success of the performance and safety of all concerned.)~~

~~The Supplied Barricade should be self-supporting style, with upright wall to be four (4) feet high.~~

~~Barricade must be perforated for audio transparency.~~

~~Barricade must be made available at time of load in, but must not be placed or erected until instructed by ARTIST'S Production Staff.~~

~~Barricade must be placed no more than Six (6) feet from the front edge of the stage and must run the full width of the stage. ARTIST'S Production Staff reserve the right to approve the barricade to be used and it's construction, and has the right to request the PURCHASER to rent and use recognized "name brand" barricade system from the nearest available supplier. Venue has built in steel fencing 50" high dividing stage area and stadium seating. In addition an 11' wide access way divides fence line and the start of actual seating. No member of the public will be permitted inside of this 11' access way. Pictures can be provided upon request.~~

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QUICK CHANGE BOOTH Call to advance - pending stage design

~~The PURCHASER shall provide One (1) 8x8 Black draped change booth placed close to up stage left. Please make sure booth is NOT see through. Contents of said Change Booth shall be:~~

- * ~~1 Full Length Mirror~~
- * ~~1 Small Table~~
- * ~~1 Folding Chair~~
- * ~~1 Clip Light w/ 50' power cable~~
- * ~~1 Rolling Clothing Rack~~
- * ~~1 Medium Ice Chest with Clean Ice (No Bus Tubs)~~

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FOH RISERS

~~PURCHASER shall provide risers for ARTIST Front of House Mix area. Riser area shall start a maximum of One Hundred (100) ft from down stage edge of Main stage.~~

~~Front of House Audio mix must be on center of Venue and within 100' of Stage Edge~~

~~1st - AUDIO: Sets directly on the arena floor (no riser needed). Area is 16' Wide by 12' Deep:~~

~~2nd - LIGHTING/VIDEO: 20' Wide by 12' Deep by 2' Tall~~

~~3rd - VIEWING: 20' Wide by 12' Deep by 3' Tall. Hand Rails are needed for this~~

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riser.

(PURCHASER to place Ten (10) Folding Chairs on the Viewing Riser before Doors are opened.)

PURCHASER must also provide adequate matting and protection for all sound & lighting multicore (snakes) that run from mixer area to stage. This must be taped down on all sides. This must be done prior to doors opening. A sturdy and safe FOH position will be constructed to adequately fit necessary equipment. Overall size to be determined during advance. Pictures can be provided to more clearly show the challenges of this venue.

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Initials

Page 11

PIPE AND DRAPE

ARTIST may require an additional 50' amount of 8' ft tall Pipe and Drape. This will be placed throughout the venue at the direction of the ARTIST Production Manager to hide unsightly objects, hinder view of ARTIST entering performance area or as deemed necessary by ARTIST production.

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OUTDOORS WEATHER PROTECTION

When performance is outside, in the case of inclement weather, PURCHASER must provide a minimum of ten (10) rolls of visqueen. A selection of self-erecting tents for rain protection as well as harmful sunrays should also be on hand at all times. No Roof will be provided over stage for this event. Tents will be made available to protect artist engineers & equipment as necessary. (Tents to be discussed with ARTIST Production Staff.)

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FOLLOW SPOTS

PURCHASER must provide Four (4) Xenon 2K Super trouper spotlights with a minimum of six (6) different color slides are equipped for the performance, symmetrically positioned in front of the house. If carbon arc Super troupers are used, each lamp must be supplied with a minimum of six (6) sets of carbons.

HOUSE LIGHTS

The ARTIST Production Staff shall retain the right to have over-riding control of cueing of House Lights in relation to show as well as during Production Load-in and Load-out. All lights not specifically required by local safety ordinances must be turned off during performances. This especially applies to clocks, scoreboards, advertising billboards and concessions in Hall. All doorways to be lighted must be curtained. *See University Technical Rider Addendum*

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BLACKOUT / CONCESSIONS

Many visual effects are used in this production. Therefore a total house blackout is essential. All doorways, exits and other light sources (especially those upstage) **MUST BE COVERED** to ensure a complete blackout. All backstage lights should be switched off and only mandatory exit signs shall be illuminated. Any and all illuminated advertising boards and video screens must be switched off. No concessions visible within 50ft of the stage shall be permitted to operate during the performance. All lights in these visible concession areas are to be extinguished 10 minutes before show time.

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ATMOSPHERE SMOKE / VENTILATION

The ARTIST performance uses a great deal of atmosphere smoke for effect. Any smoke detectors that could be activated by the use of fogger or hazier devices used by ARTIST Production Staff should be deactivated from the start of the load in until the completion of the ARTIST performance. The ARTIST Production Staff shall have total access to any control panels for ventilation in venue from the beginning of rigging call to end of load out.

FIRE EXTINGUISHERS

PURCHASER must provide Six (6) CO2 fire extinguishers for pyrotechnics safety. ARTIST Stage Manager will determine the position of these fire extinguishers. These are to be used only in the event of an emergency and not for a show effect.... Please ensure the following:

1. Pressure at recommended level. Extinguishers equipped with gauge needle should be in green.
2. Nozzle or other parts are not hindered in any way.
3. Pin and tamper seal (if it has one) are intact.
4. No dents, leaks, rust, chemical deposits and/or other signs of abuse/wear.

RADIOS

~~ARTIST may require PURCHASER to provide Fifteen (15) Multi Channel Radios with a minimum of Six (6) channels exclusively for ARTIST use. Each Radio should have a Speaker Microphone and Two (2) batteries. Radios should come with at least One (1) 6-way battery charging unit. If applicable PURCHASER shall also be responsible for all incurred Over the Air frequency licensing and permitting fees.~~

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Page 12

PRODUCTION RUNNERS AND VANS

PURCHASER agrees, at PURCHASER sole cost and expense, to provide Two (2) runners with (15) Passenger-Vans EXCLUSIVELY for the ARTIST production use. Runners must be familiar with the area and have knowledge of local grocery, music and hardware stores.

- (1) The runners must be present from the beginning of the load-in until released by ARTIST Production Staff at the end of load-out. These persons shall be listed separate from all other personnel.
- (2) The runners should be fluent in the English language and equipped with a valid drivers license, a mobile phone and covered by current insurance at the PURCHASER'S expense. The production runner's sole responsibility is to facilitate the ARTIST requirements; thus at no time are friends, pets or other items to be in the vehicle.

SOUND CHECK

PURCHASER agrees to provide for a one (1) hour ~~closed~~ sound check. This hour is not inclusive of any special guest sound check. At this time the venue must be cleared of all non-working and non-essential personnel. ~~Only ARTIST touring personnel directly involved with the running of the show will be allowed into the venue while the sound check is being held.~~ Absolutely no press or guests will be

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allowed in the venue at this time. PURCHASER agrees not to open the arena for admittance to the public until first obtaining specific consent from ARTIST Production Staff that the sound check is completed.

LIGHTING/VIDEO PROGRAMMING

~~On fly dates, PURCHASER shall provide up to Four (4) hours of uninterrupted programming time to the ARTIST Production Staff. This time shall be advanced with ARTIST Production Manager no later than Four (4) weeks prior to ARTIST performance. During this time no other activities of an Obtrusive/Interfering nature will be allowed. Nor will the Public be allowed to view this process. Limited programming time will be available on the day of due to sunlight. Arist LD Artist Lighting Director will be invited to come out the night before the event for programming time. Time to be determined during advance.~~

DOORS OPENING

~~Prior to door time the Promoter representative and ARTIST Production Staff will meet to mutually agree to open doors to the public. No Building personnel will open doors without mutual consent of ARTIST'S Production Staff. At no time will doors be opened when ARTIST is on stage or on venue floor.~~

PERFORMANCE START TIME EVALUATION!

~~It is in the ARTIST interest to get as many people into the arena as possible prior to Show. 30 minutes before start time we will make an evaluation to check for adequate numbers in the venue. If ARTIST Production Staff has any doubt PURCHASER shall push back show start times. To avoid this situation, please use all means possible to inform all audience members to get to their seats in good time and ensure that any long lines at entrances are kept to a minimum. Not applicable as this is a festival style show. Doors opening TBD, must respect 11pm curfew. Will call to advance schedule.~~

STAGE ANNOUNCEMENTS

~~No master of ceremonies, disc jockeys or announcers shall appear in conjunction with this performance without the prior written consent of ARTIST. There are to be no announcements or speeches from the stage or through the house PA system without the prior approval of the ARTIST Production Manager. This includes any and all advertisements.~~

PASSES AND CREDENTIALS

~~ARTIST Production staff will carry and distribute all passes for all staff, guests and media. PURCHASER will supply a pass list request to ARTIST Production Coordinator no later than 12:00PM on the day of show. ARTIST Production staff will provide all administrative, building, technical and security personnel with passes. Only ARTIST laminated passes and tour dated stick on passes will be honored on the day of the show. EVENT COORDINATOR agrees to make all building personnel aware that these are the only acceptable passes. These passes must be worn at all times to gain access to areas where the public will not be admitted. No person without a pass will be admitted to the backstage area. On the day of engagement absolutely no personnel whatsoever will be admitted to ARTIST dressing room compound without express permission from ARTIST Security Director. This includes all building personnel. SEE OTHER SECTION~~

~~ABOVE THIS IS A DUPLICATE~~

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Page 13

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SAFETY AND SECURITY REQUIREMENTS

PURCHASER shall provide and pay for at its sole expense adequately trained security personnel, equipment and facilities for protection of the ARTIST, their employees, agents and contractors and their respective equipment and/or instruments, for protection of all patrons and/or other persons at the Concert; and PURCHASER shall be solely liable for any damage, loss or injury resulting from its failure to provide the same. Notwithstanding foregoing, in the event that the ARTIST determine, in its/their sole discretion that ARTIST or any patron is subject to threat of bodily injury or property damage, then the ARTIST and PURCHASER shall have the right to, upon mutual agreement, cancel Concert, without liability or further obligation to either party, PURCHASER; provided that PURCHASER shall remain liable to for full contract price and percentage monies due:

Without limiting the foregoing, PURCHASER shall provide and pay for the following for the duration of the Concert at times with input from determined by ARTIST Security Director:

Security will be controlling but not restrictive. All security personnel must be at least 18 years of age and must be hired specifically as security. No stagehands shall work as security and all security personnel must be paid employees engaged by or at direction of PURCHASER. Venue and/or other ushers are not part of security personnel. PURCHASER shall provide clearly identifiable and responsible security arrival through to departure of ARTIST and ARTIST Party. Size of staff should be large enough in number to supply all functional security needs to venue and ARTIST-Determined by PURCHASER. Areas to be secured include dressing rooms, stage stairs, loading ramps, entrance ramps, main entrance to venue, line control entering venue, fire door exists, lobbies, front of stage barricades, mix positions, toilets/restrooms, concourses and all parking facilities. No bags permitted in venue. A search shall be conducted at each entrance to venue of all audience members confiscating all cameras, recording device, fireworks, alcoholic beverages, cans, bottles, weapons, any illuminating objects, chains over 12 inches, or any item deemed dangerous, will be confiscated such as projectiles that can be thrown at stage.

At all times from the arrival of ARTIST equipment the security will be advised by ARTIST Security Director. It is the intention of the ARTIST, that the staff dealing with audience is unarmed and non-uniformed. No uniformed guards or security personnel may patrol the immediate front of stage or backstage area other than ARTIST entrance during a performance. All security personnel must wear identical T-shirts or other visible means of identification. If for any reason any uniformed security is used, PURCHASER must advise ARTIST Security Director two weeks prior to performance. A deployment sheet consisting of venue maps, detailing numbers of security, police and medical staffing, positions, check in times of security personnel, and cost must be made available to ARTIST Security Director no later than 10 days prior to performance date. PURCHASER will provide a general outline but specifics will remain confidential to preserve the integrity of deployment

ARTIST Security Director should be introduced to person in charge of security not later than 2:00 p.m. on day of performance. It will be necessary to hold a general security meeting one hour prior to doors opening. Present at this meeting shall be PURCHASER or representative, operations manager, head of security force, pit supervisor and back stage supervisor. Doors should not be opened without

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approval from tour Production Manager and ARTIST Security Director.

~~No alcohol at this venue. Should there be alcohol sold, distributed or allowed at any ARTIST performances, venue, building, and PURCHASER will indemnify and hold the ARTIST and affiliates harmless from any damage charges incurred before, during, or after performance. This provision in no way affects any other provision relating to limitation of ARTIST liability. In the event of unreasonable violence by any security personnel upon members of the public being observed by the ARTIST or their affiliates, the ARTIST and PURCHASER shall the right to, upon mutual agreement, cancel Concert, without liability or further obligation to either party, reserves the right to cancel or terminate show immediately and the ARTIST is entitled to their full contracted fee(s). ARTIST Security Director may demand immediate dismissal or replacement of any security personnel. The PURCHASER agrees that PURCHASER Security Personnel will recognize only passes issued by the PURCHASER, ARTIST. ARTIST Security Director will explain and give the passes to PURCHASER.~~

These passes must not be lent or given to any other person as these passes will not be replaced, and the said person will lose all access facilities.

Initials _____

Page 14

The PURCHASER shall provide the following minimum security; but not limited to:

- ~~One (1) Security Supervisor on site for meeting with ARTIST Tour Security Director~~
- ~~Four (4) to be available in dressing room area from time ARTIST arrives for sound check until departure after show.~~
- ~~Two (2) to cover on stage stairs and stage loading ramps.~~
- ~~Adequate personnel to provide coverage for main entrances, roads and all connecting points to the backstage area.~~
- ~~Six (6) at opening of doors shall be positioned behind Stage Barricade.~~
- ~~Two (2) at opening of doors shall be positioned at FOH Mix Position.~~
- ~~One (1) to cover equipment storage from start of stage construction to completion of load out.~~
- ~~Two (2) to cover trucks and buses from start of stage construction to completion of load out. To be determined by Police and Security~~

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Along with above Personnel. PURCHASER shall provide adequate personnel to provide coverage for main entrances, aisle ways, roads and all connecting points to the backstage area. The amount of personnel deemed adequate shall be discussed and confirmed in advance with the ARTIST Security Director at least Two (2) weeks before Scheduled Event.

On any consecutive performance, PURCHASER shall provide at their sole expense a minimum of Three (3) bonded security guards to protect ARTIST equipment and property from time ARTIST and ARTIST staff leave property until they return to work the following day. ARTIST Security Director and or Production Staff shall position all guards. TBD by police

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The areas to be secured are: main stage, backstage office/dressing room area, and parking area. These people should be available for assignment immediately following conclusion of First nights show.

MEDICAL/FIRST AID

~~ARTIST may require PURCHASER to provide at PURCHASER'S sole cost and expense a local Doctor or Hospital for emergency treatment of any and all ailments and or bodily injuries to ARTIST, ARTIST crew or essential performance personnel. PURCHASER shall also provide at his or her sole expense from time doors open and the Performance Area is set up and ready. Ample EMERGENCY MEDICAL SERVICE capable of dealing with shows full capacity audience numbers. State licensed EMT'S preferred. Minimum of (four) 4 EMTS and additional may be Paramedics, Red Cross / First Aid trained volunteers. (1) Mobile ambulance unit to be on site. One EMT must remain in a fixed position on either stage left or stage right throughout entire show. This EMT position must be equipped with a full oxygen tank, trauma kit and backboard.~~

ALL MEDICAL ATTENTION MUST BE DOCUMENTED AND PROVIDED TO TOUR SECURITY DIRECTOR DIRECTLY FOLLOWING ARTIST PERFORMANCE.

EJECTION: ARTIST Security Director shall notify PURCHASER Show Security Director of need to remove any persons from Concert and provide adequate justification therefor. In such event, PURCHASER agrees to promptly remove such person(s) from Concert, and agrees to assume full liability for any loss or injury resulting there from:

NO FILMING POLICY

The performance and any and all rehearsals or sound checks involving the ARTIST will not be videotaped, filmed or audio recorded for television, private use or any other purpose without the written consent of the ARTIST. THIS IS NON-NEGOTIABLE. Excluding video footage for security and investigation by police.

Initials _____

Page 15

CAMERAS AND RECORDING DEVICES

The Promoter shall make best efforts to prevent be responsible for preventing the entrance of all audio and video tape recorders and / or all cameras within the venue. All ticket takers and security personnel must be advised to stop anyone in possession of tape recorders and /or cameras (still or video cameras) and laser beams at all entrances.

THERE MUST BE POSTED AT ALL ENTRANCES, SIGNS SAYING:

"NO UNAUTHORIZED AUDIO OR VIDEO RECORDING OF ANY TYPE ALLOWED TONIGHT"

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COMPANY VIDEO AND AUDIO ARCHIVAL RECORDINGS

ARTIST has an archival camera positioned at house mix position on a nightly basis.

ARTIST must have the right to record video and audio for ARTIST archival use and critiquing of show. These show video and audio recordings are not for broadcast and will not be released for promotional or for commercial use. PROMOTER must negotiate with venue on behalf of the ARTIST as to insure ARTIST will incur no costs for these recordings.

SHOW STOP PROCEDURE

Should there be any reason for a show stop from the house such as fire or bomb threat etc. PURCHASER must contact ARTIST Production Staff to evaluate and advise show crew. Any show stop for technical or safety measures must also be controlled thru Production Staff. Any delay longer then a few minutes will result in ARTIST return to dressing rooms. PURCHASER ARTIST Production Staff will then make a command decision to inform audience.

ABUSE OF AUTHORITY

PURCHASER'S police/security ARTIST Production Manager reserves the right to have removed from the premises and have relieved of his/her duties any person, security, or house staff who have been seen abusing their authority or using excessive violence or degrading language toward members of the general public or touring staff.

PRODUCTION OFFICE

The PURCHASER shall provide a clean, well-lit room with at least Six (6) power outlets for ARTIST Production Staff use only. Said room should be large enough to provide working space for Six (6) people. PURCHASER agrees to place inside of Production Office the following items before ARTIST Load In: Call to advance specific to fly in needs

- * 1 - Hi Speed Internet Connection with wireless Router.
- * ~~5 - Unrestricted Telephone lines with handsets~~
- * 5 - 6' Folding Tables for Production
- * ~~6 - Rolling Chairs~~
- * 8 - Folding Chairs
- * ~~4 - Rolls of Pro Gaff Tape (2 Black, 1 White, 1 Orange)~~
- * ~~6 - Rolls of Black Vinyl Electrical tape~~
- * ~~1 - 12 pack of AA DURACEL batteries~~
- * ~~6 - 9V DURACEL batteries~~
- * ~~60 - CLEAN LARGE Bath Towels~~
- * 24 - BLACK Hand Towels for Stage
- * 48 - Room Temp Bottles of Volvic or Fiji Spring Water (Room Temp) for Stage
- * 1 - Coffee Set up with STARBUCKS Premium Coffee and Fat Free half/half.
- * 12 - 8oz Coffee Cups
- * 1 - Tray of Fresh Fruit (Locally in Season)

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Page 16

SOUND REQUIREMENTS

ARTIST may require the PURCHASER to provide a professional and modern Sound System in accordance with the following specified requirements.

FRONT OF HOUSE AUDIO REQUIREMENTS

INPUT LIST AND STAGE PLOT

ARTIST Production Manager will provide an updated Input List and Stage Plot to the PURCHASER no later than Four (4) weeks prior to ARTIST Performance.

SOUND PRESSURE LEVELS

~~PURCHASER must not attempt to dictate the sound level of the performance, should PURCHASER do so, ARTIST reserves the right to cancel the performance without forfeit of the agreed ARTIST fee.~~ *See University Technical Rider Addendum*

SOUND SYSTEM PA CABINETS

PURCHASER shall provide a ~~PRO SERIES LINE ARRAY TYPE~~ concert sound system in good working order free of hum and buzz. ~~Acceptable Cabinet Types in order of preference are:~~

~~— D&B J Series, Adamson Y18, EV X Line, Meyer M3D, V DOSC~~

~~All Cabinet types are subject to approval by ARTIST Production Manager.~~

~~Said Sound System will provide shall be flown as to ensure proper audio coverage through out venue.~~

SUB BASS CABINETS

ARTIST performance is of a type that is Low Frequency Heavy. Sub Enclosures for this performance should be Over Emphasized. Sub Enclosures shall also be controlled off of an Aux Send from FOH.

FOH MIXING CONSOLE

Only Digidesign Venue (with extra Side Car) or Profile consoles are acceptable.

Provided console shall have the following input capabilities:

* 96 - Inputs

DIGITAL STAGE INTERFACE

PURCHASER shall provide a 96 input Digital Stage Input system with a 300' multi core ~~Error! Contact not defined.~~

SHARING OF CONSOLES

Any sharing of mixing consoles must be advanced with the ARTIST Production Manager.

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REMAINING FOH AUDIO COMPONENTS

- * 1 - Four Way Digital Frequency Dividing System with remote EQ Control at FOH.
- * 1 - Center Fill system to cover audience at down stage edge with separate processing, Control, and Amplification.
- * 1 - Delay (TC D2)
- * 1 - H 3000 Ultra Harmonizer
- * 1 - Alesis Master Link ML9600 CD Writer able to record output from console
- * 1 - Two-way communications system with headsets (FOH to Monitors)

Initials _____

Page 17

STAGE MONITOR AUDIO REQUIREMENTS

MONITOR MIXING CONSOLE

Only Digidesign Venue consoles are acceptable.

Provided console shall have (1) one spare rack mounted computer and the following input/output capabilities:

- * 96 - Inputs 24 - Outputs

MICROPHONE/STAGE CABLE PACKAGE

A microphone/stand package per specifications shall be provided. All cabling for said package shall be of adequate length to allow clean and efficient placement across, through and around Performance Stage. These specifications shall be advanced at least Four (4) weeks prior to ARTIST Performance.

REMAINING MONITOR AUDIO COMPONENTS

- * 16 - Discrete Wedge Mixes. Powered by professional amplifiers (Lab Gruppen, Crown, QSC)
- * 2 - Discrete Side Fill Mixes. Powered by professional amplifiers (Lab Gruppen, Crown, QSC)
- * 2 - SHURE Series In Ear Wireless monitors with Generic ear buds and a True Diversity Antenna System
- * 2 - SHURE Series In Ear Wired monitors with Generic ear buds
- * 2 - 1x 18" Sub Cabinets for Percussion and Drums
- * 22 - Monitor wedges with 2x12" or 1x15" cones and 2" drivers (Bi-amped)
- * ~~10 - Flown 2 way/3 way Line Array Speakers for Side fill (4 Per Side) (EV XLC, D&B J-Series)~~
- * 4 - Stacked Double 18" Subwoofers for Side fill (2 Per Side)
- * 4 - Sennhieser 855 Wireless or Shure Beta 58A Microphones with a True Diversity Antenna System

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MONITOR SYSTEM MUST PRODUCE 115db DISTORTION FREE AT CENTER STAGE!

JAY Z LIGHTING REQUIREMENTS

ARTIST may require the PURCHASER to provide a modern and updated large scale Four (4) Truss Lighting System. The provided Lighting System shall be advanced with and approved by ARTIST Production Manager at least Four (4) Weeks prior to ARTIST Performance.

This system should consist of the following or comparable gear:

- * ~~33~~ 8' box trusses
- * ~~24~~ 1 Ton Chain Hoists. (Lighting/Video Rigging)
- * ~~1~~ 20 way Chain Hoist Control System with All necessary Steel, Rigging and Safety Systems
- * ~~40~~ Martin 2K Spot Fixtures (26 rigged, 12 on Floor, 2 Spare)
- * ~~40~~ Martin 2K Wash Fixtures (24 Rigged, 14 on Floor, 2 Spare)
- * ~~20~~ Pixel Line 1044
- * ~~20~~ Atomic Strobes w/color changers
- * ~~6~~ Highend Shogun 2.5 Fixtures
- * ~~10~~ 4 cell mole strips Placed on Downstage Truss
- * ~~8~~ 4 cell mole strips
- * ~~1~~ Lycian/Julliette 1.2k Truss Spot
- * ~~4~~ Xenon Long Throw Spot lights
- * ~~2~~ D50 Hazers
- * ~~2~~ D100 Smoke Machines
- * ~~1~~ Double Magnetic Kabuki System with Fire Retardant 60'x30' Kabuki Drape with Diaper
- * ~~2~~ GrandMA Lighting Consoles with 8 universes of DMX and the Latest Updated Software.
- * ~~1~~ Power and control Distribution System for Above Gear

Sec University Technical Rider Addendum

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Initials _____

Page 18

JAY Z VIDEO REQUIREMENTS

The ARTIST requires the PURCHASER to provide a Modern and Updated Video system. The Provided Video System shall be advanced with and approved by ARTIST Production Manager at least Four (4) Weeks prior to ARTIST Performance. This system shall consist of the following or comparable gear.

LED VIDEO

- * 1 - 50'x15' LED Screen hung upstage of approximately 18-20 mm product as per advance with Production Manger on March 9, 2009 at least 14mm product.
- * 2 - 6'x8' Stacked (14mm) Resolution to be determined, LED walls placed on 4'x8'x8" rolling risers

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- * 4 - 3'x8' Stacked (14mm) Resolution to be determined LED walls placed on the downstage edge of the following stage risers.
Drums, Percussion, DJ and Keys
- * 1 - Rigging System for hanging LED Wall
- * 1 - Power and Control Distribution System

CAMERA SYSTEM

- * 1 - Ross Synergy 2 SDI Switcher
- * 1 - 8x8 SDI Matrix Router
- * 4 - Sony D35 SDI Cameras (All with Fujinon Lenses)
- * 1 - Three (3) Position Video Monitoring Package (2 at FOH and 1 on Stage)
- * 1 - Cable and Power Distribution Package
- * All needed Technical and Labor personnel (Director, Camera Ops, System Techs)

VIDEO SNAKE SYSTEM

These lines must be run from Video Control Area to FOH Video Position.

- * 2 - HD-SDI lines capable of 720p HD-SDI
- * 2 - Ethernet line capable of 10/100 Ethernet
- * 2 - 3-pin intercom lines
- * 6 - 20 amp 120 volt Circuit of power with Edison connections.

JAY-Z PYROTECHNICS REQUIREMENTS

~~ARTIST may tour with or require the PURCHASER to supply a multi effect Pyrotechnics Display. It is the PURCHASER'S sole responsibility to ensure all permits are complete and Fire Marshall approval is in place by show day. PURCHASER will work directly with ARTIST pyrotechnics vendor to guide them through any and all requirements. PURCHASER must also ensure that any Fire Marshall inspection is properly scheduled. ARTIST Production Staff must be informed of any and all restrictions whether they be city wide or building specific.~~

~~In the event that ARTIST is not traveling with a Pyrotechnics Display. The PURCHASER agrees to provide the following Pyrotechnic Effects and all needed Local Personnel (Shooter, Tech) and Permits. All associated fees and costs will be the sole expense of the PURCHASER:~~

- ~~* 1 Lockable Storage Room for Pyrotechnics Assembly~~
- ~~* 2 Standard 8' Folding Tables~~
- ~~* 1 40' Wide 30 Second duration Silver "Water Fall" (rigged from Upstage Trussing)~~
- ~~* 2 Concussion Shots (Casing to be rigged from Ceiling up stage of performance Area)~~
- ~~* 8 Multiple Shot Gas Flame Units placed per direction of ARTIST Production Manager.~~

~~— In the event that Gas Units are not available, PURCHASER agrees to supplement the following:~~

- ~~* 24 30' tall 1/2 Second duration Silver Jerbs~~
- ~~* 12 8' Tall Flame Ball Projectors~~

Initials_____

Page 19

BACKLINE REQUIREMENTS

ARTIST may require a compliment of Stage Backline Gear. The Provided Backline shall be advanced with and approved by ARTIST Production Manager at least Four (4) Weeks prior to ARTIST Performance.

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~~SEE ATTACHED INFO FOR CURENT BACKLINE GEAR LIST, STAGE PLOTS, DIAGRAMS AND INPUT LIST:~~

Initials_____

Page 20

DRESSING ROOM REQUIREMENTS

The ARTIST will require Seven (7) Dressing Rooms located in the back stage area, Securable from the viewing Public. These rooms must be able to Lock, ~~with a key~~ provided to ARTIST Production Staff upon arrival. If any rooms are of the athletic locker type, all walls shall be lined with Black Pipe and Draping. PURCHASER shall inform ARTIST Production Manager at least Two (2) weeks in advance of any Logistical issues/restrictions concerning ARTIST dressing rooms.

ROOM 1-JAY Z DRESSING ROOM

This room should comfortably hold eight (8) people. It should have private access to a minimum of one (1) shower, toilet, and washing facilities, with hot and cold running water. This room and furniture MUST be clean and at a comfortable temperature at all times (air conditioned or heated depending on outside temperature desired temp is 72°F or 22°C). The lighting in this room should be adequate for a relaxed atmosphere i.e. table and floor lamps rather than overhead fluorescent. It must be carpeted or have rugs. This room should contain the following:

FURNISHINGS

Tasteful Living Room type furniture set up to consist of, but not limited to:

- One (1) Large Couch
- One (1) Love Seat
- Two (2) Matching End Tables
- Two (2) Lamps
- Two (2) 6' Banquet tables with tablecloths for catering
- Four (4) Standard Folding Chairs
- One (1) Full Length Mirror

- One (1) Rolling Wardrobe Rack
- One (1) Humidifier
- One (1) Microwave

DRESSING ROOM 1 STOCK

One (2) Cases (48) of Small Bottles of "Fiji" Water (24-cold/24-room temp)

Six (6) Cans "Coca-Cola"

Six (6) Cans Red Bull

Six (6) Bottles of Vitamin Water in Assorted Flavors

~~Two (2) Six Packs of Sapporo Beer in Bottles~~

~~One (1) 750 milliliter Bottles of Belvedere Vodka~~

~~Two (2) 750 milliliter Bottle of Patron Silver Tequila~~

~~Two (2) Bottles 2004 Sassicaia Red, Italian Wine from Bolgheri Region~~

~~Two (2) Bottles Armand de Brignac Champagne aka "Ace of Spades" and ice buckets~~

See University Addendum #12 and #18.

_____ Please advance ANY substitutions with production

Two (2) Quarts each of Orange and Cranberry Juice

One (1) Hot Tea Service for 4 to include: Hot Water Kettle, Ceramic and disposable cups,

-Fresh Lemon, Original Lipton Tea Bags, Throat Coat Tea Bags

and Honey

One (1) Bowl of fresh Fruit to include: Bananas, Apples, Oranges and Pears

One (1) Small Fresh Fruit Platter to include Pineapple, Strawberries, Grapes, and Berries

One (1) Small Fresh Vegetable Platter w/Ranch Dressing

One (1) Sliced Roasted Chicken and Sliced Sharp Cheddar Cheese

One (1) Loaf White and Wheat Bread

One (1) Jar of Good Quality Peanut Butter

One (1) Jar Good Quality Grape Jelly

~~Eight (8) Glass, Wine Glasses~~

~~Twelve (12) Glass, Champagne Glasses. (Please Advance Quantity with Production)~~

One (1) Martini Shaker

~~Twelve (12) Glass, Shot Glasses~~

~~One (1) Pack Marlboro Lights Hard Pack (box)~~

~~One (1) Package of Lighters~~

One (1) Can Peppermint "Altoids"

One (1) Small bottle of liquid hand soap

One (1) Small Ice Chest with CLEAN ice

Initials _____

Page 21

Please include all necessary plates, forks, spoons, knives, napkins and appropriate condiments. Ensure that all cold drinks have plenty of ice. Please also provide bottle opener, knife & cutting board, disposable 16 oz cold cups & 8 oz hot cups... Please also provide 4 microwaveable coffee mugs. All drinks must be in leak proof ice chests or refrigerators (not bus tubs) with plenty of ice replenished as necessary.

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ROOM 2 -ARTIST WARDROBE

This room should have direct access or be in close proximity to the ARTIST Dressing Room.

Room should have a separate Bathroom and Shower with Hot and Cold Running water.

FURNISHINGS

- Two (2) - 6' folding tables
- Two (2) - Standard Folding Chairs
- One (1) - Full Length Mirror
- One (1) - Iron
- One (1) - Ironing Board
- One (1) - Clothing Steamer
- One (1) - Rolling Hanging Wardrobe Rack
- One (1) - Hot Tea Service for 2 to include: Hot Water Kettle, Ceramic and disposable cups,

Fresh Lemon, Original Lipton Tea Bags, Throat Coat Tea Bags and Honey

ROOMS 3 - 6

These rooms should comfortably hold Six (6) people. They should have private access to a minimum of one (1) shower, toilet, and washing facilities, with hot and cold running water. This room and furniture MUST be clean and at a comfortable temperature at all times (air conditioned or heated depending on outside temperature desired temp is 72°F or 22°C). The lighting in these rooms should be adequate for a relaxed atmosphere i.e. table and floor lamps rather than overhead fluorescent.

FURNISHINGS for ROOMS 3 -6

- One (1) - Couch
- One (1) - Love Seat
- One (2) - End Tables
- Two (2) - Lamps
- One (1) - 6ft. folding table
- Four (4) - Standard Folding Chairs
- One (1) - Full Length Mirror
- One (1) - Rolling Clothing Rack

ROOM 3 - SPECIAL GUEST 1 Memphis Bleek

DRESSING ROOM 3 STOCK

- One (1) Case (24) Bottles of Spring Water
- One (1) Tub of Clean Ice For Drinks
- One (1) ~~750 Milliliter Bottle Belvedere Vodka~~
- Twelve (12) Bottles of Snapple Iced Tea (Peach and Raspberry)
- One (1) Quart of each Juice (Orange, Cranberry)
- One (1) Loaf White or 1 loaf Wheat Bread
- One (1) Deli Tray for eight (8) (Turkey, Chicken, Swiss cheese, American cheese,

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Provolone Cheese, lettuce, Tomato,) No Compressed or packaged Meats

- NO PORK, Assorted condiments (Mustard, Mayo)
One (1) Bowl of fresh Fruit to include: Bananas, Apples, Oranges and Pears
One (1) Small Fresh Fruit Platter to include Pineapple, Papaya, Grapes, and Berries
One (1) Small bottle liquid hand soap
Plates knives, forks, spoons and napkins as needed

Initials_____

Page 22

ROOM 4 -SPECIAL GUEST 2

DRESSING ROOM 4 STOCK

*This room's stock items will be listed per ARTIST Production Advance.

ROOM 5 -BAND

DRESSING ROOM 5 STOCK

- One (1) Case (24) Bottles of Spring Water
Twelve (12) Cans of assorted Colas (Coke, Sprite, Dr Pepper, Mountain Dew)
One (1) Quart of each Juice (Orange, Cranberry, Apple)
Twelve (12) Cans Red Bull
One (1) Loaf White Bread
One (1) Deli Tray for eight (4) (Turkey, Chicken, Swiss cheese, American cheese,
Provolone Cheese, lettuce, Tomato,) No Compressed or packaged Meats
NO PORK, Assorted condiments (Mustard, Mayo)
One (24) Piece Fried Chicken
One (1) Hot Tea Service for 3 to include: Hot Water Kettle, Ceramic and disposable cups,
Fresh Lemon, Original Lipton Tea Bags, and Honey
One (1) Bowl of fresh Fruit to include: Bananas, Apples, Oranges and Pears
One (1) Small Fresh Fruit Platter to include Pineapple, Strawberries, and Grapes
One (1) Bowl of Mixed Nuts
Two (2) Bags Assorted Chocolates & Candy
One (1) Large Bag of Tortilla Chips (Plain Flavor)
One (1) Large Bag of Potato Chips (Plain Flavor)
One (1) Jar of "Medium Spice" Salsa
One (1) Tub of Clean Ice For Drinks
One (1) Small bottle liquid hand soap
Glasses/Cups, Plates, bowls, knives, forks, spoons and napkins as needed

CATERING REQUIREMENTS

For ENGAGEMENTS that ARTIST IS TRANSPORTING CATERING

In the instance that the ARTIST is transporting Catering the PURCHASER shall provide the following items, equipment and Personnel. Said Items and equipment shall be located on Engagement site in good working order at the pre-determined Load In time. PURCHASER shall be notified of ARTIST Transporting Catering at least Four (4) weeks prior to Engagement.

FANS AND HEATERS

Industrial size fans in hot weather x 4
Industrial heaters in cold weather x 4

DINING ROOM FURNITURE

20 trestle tables
30 chairs

REFRIDGERATION

Double stand up drink refrigerators
1 x dining room
1 x kitchen
1 x chest freezer

These units must be clean and in good working order, already plugged in and ready to use before the arrival of the crew.

2 x ice chests that hold approximately 1000 lbs of drinking ice cubes. Ice must have arrived by first crew call. Ice should be topped up as necessary.

The kitchen area must have 1 x double sink with hand wash and hot and cold running water

GAS

If there are restrictions regarding the use of propane, then ARTIST Production must be notified at least Four (4) weeks in advance. If this is the case, then the promoter shall provide Four (4) domestic sized electric cookers, and one (1) electric industrial deep fryer, to be installed, clean and ready to use at the time of catering load in.

We require 4 x gas bottles (propane) and local adaptors—approximately 19 kilo per bottle

POWER

ARTIST will carry 2 x 3 phase 32 amps for connection via tails or standard Ceeform connector—

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and distribution boxes. Please note that the ARTIST will require a 24-hour electrical power supply.

CATERING STAFF

The ARTIST will require the following Local Staff to be supplied by and at the sole expense of the PURCHASER. These personnel shall be on site and ready to work at the Pre-Determined time of Load In.

—Two (2) Catering Assistants who are knowledgeable in Food Preparation and speak English.

—One (1) Catering Runner with a Parcel Van who is English speaking and has local shopping

_____ knowledge.

All staff should have some degree of knowledge in catering and should be clean and tidy with hair pulled back, a baseball cap and the ARTIST would appreciate it if all catering staff wore casual black and white clothing (e.g. black sweat pants or shorts and a black or white T shirt). The ARTIST will provide protective clothing.

RUBBISH/WASTE

PURCHASER shall provide large dumpsters, adjacent to the catering area, said dumpsters must be emptied daily and labeled as follows: a) Recycles—aluminum cans b) Plastic bottles etc.

c) Paper and cardboard d) Glass e) Food waste

Twelve (12) full size rubbish cans with lids for use in the kitchen and dining areas

Initials _____

Page 24

For ENGAGEMENTS that ARTIST is NOT TRANSPORTING CATERING

In the Instance that the ARTIST is not transporting catering the following requirements and guidelines shall be provided by and at the sole cost of the PURCHASER. PURCHASER shall be notified at least Four (4) Weeks prior to Engagement of ARTIST not transporting catering.

The following Catering Numbers pertain to ARTIST Party only and do not include any PURCHASER or Venue Personnel.

NOTE

All meals should be made with and or contain Fresh Organic Produce/Ingredients.

NEVER SERVE DEEP FRIED FOOD FOR LUNCH OR DINNER

All food to be served in a clean, separate Catering Area with abundant tables and chairs.

Table Linens shall be used and Flowers should be placed around the room.

All meals will be served using Flatware and China. Styrofoam and plastics are not acceptable

These Items to be provided at all meals.

*Assorted hot and specialty sauces (A1, Tabasco, Heinz 57, Tiger, Jerk, Etc.)

*All normal condiments (Mustard, Mayo, Ketchup, Salt, Pepper, Etc)

*Bowls, Plates, Glasses, Mugs, Linen Napkins, Forks, Knives, Spoons

*Assortment of Health Related Items (Vitamins, Herbal Teas, Preventative

Items)

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ALL DAY DRINKS

Starbucks Coffee! (W/Sugar in Raw, Real ½ and ½), Iced Tea, Assorted Sodas, Whole Milk, Skim Milk, Orange and Apple Juices, Assorted Hot Teas and Bottled Spring Water.

These Items shall be available and replenished as needed from Load in until Load out.

BREAKFAST (If Needed and advanced by the ARTIST Production Manager)

PURCHASER shall provide a breakfast for Fifteen (15) to be ready at least Forty Five (45) minutes prior to Load In. Said Breakfast to consist of but not limited to the following Hot/Cold Items:

- Assorted Cold Cereals and Granola
- Whole Wheat sliced bread
- 1 working toaster
- Un Salted Butter
- Peanut Butter
- Assorted Jellies
- Bagels with cream cheese
- Fresh Fruit - Consisting of Bananas, Cantaloupe, Watermelon, Etc
- Hot Items to include:
 - Eggs to Order, Bacon, Sausage, Hash browns or Potatoes

LUNCH

PURCHASER shall provide a Lunch for Twenty Five (25) at a time specified by Tour/Production Manager.

Lunch to consist of but not limited to the following Hot/Cold Items

- Two (2) Entrées choices to consist of a Chicken and a Fish
- One (1) Vegetarian Entree choice for 10 people
- Mixed Greens Salad w/ assorted dressings (Vinaigrette, Caesar, Blue Cheese, French, Ranch)
- Pasta Salad
- Assorted Potato and Tortilla Chips with Dip and Salsa
- Deli Tray
 - (Chicken, Turkey, Tomato, Onion, Cheese, Lettuce)
- Tuna Fish Salad (Light Mayo)
- White and Whole Wheat Sliced Bread
- A Hot Soup choice (Vegetarian)
- Simple Desert

Initials_____

Page 25

DINNER

PURCHASER shall provide a Dinner for Thirty Five (35) at a time specified by Tour/Production Manager.

Dinner to consist of but not limited to the following Hot/Cold Items.

On a MONDAY-WEDNESDAY-FRIDAY-SATURDAY
Please serve a Grilled or Blackened Fish and a Grilled Chicken

On a TUESDAY-THURSDAY-SUNDAY
Please serve Grilled Lean Meat and a Grilled Chicken

At every Dinner:

- One (1) Vegetarian Entrée Choice for Fifteen (15)
- Elaborate Salad Bar w/ assorted toppings and dressings (Vinaigrette, Caesar, French, Ranch, Etc)
- Hot Soup (Vegetarian)
- Breads (Whole Grain rolls, French)
- One (1) Green Vegetable (Grilled or Steamed)
- One (1) Yellow Vegetable (Grilled or Steamed)
- One (1) Starch
- Two (2) Desert Choices

Catering should be prepared to serve up to Eight (8) Dinner Meals in the ARTIST Dressing Room

PRODUCTION ICE CHEST

A 48 Quart Rolling Ice Chest shall be placed in the Production Office at a time specified by the ARTIST

Tour Director. The Ice chest shall be stocked with the following COLD Items:

- Twelve (12) - Bottles Sapporo Beer
- One (1) - Bottle of Patron Silver Tequila
- Six (6) - 12oz Cokes
- Six (6) - Bottles of FIJI Spring Water
- Sixteen (16) - Plastic Cups
- One (1) - Martini Shaker
- One (1) - 1 Gallon Zip Loc bag full of Clean Ice

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THE PARTIES HERETO AGREE THE FOREGOING IS IN ACCORDANCE WITH THEIR UNDERSTANDING. AGREED AND ACCEPTED TO:

FOR ENGAGEMENT IN CITY OF: Tucson, Arizona

ON THE DATE (S) OF: Wednesday, April 29, 2009

AT THE VENUE NAMED: Arizona Stadium

PURCHASER: Arizona Board of Regents on behalf of the University of Arizona INC.

By: Irma Alverado-Sipp

Contracts Administrator
Date signed by PURCHASER Date signed by ARTIST 3/24/09

The attached Addendum is hereby incorporated into this agreement.

rad

University Of Arizona, Arizona Stadium Technical Rider Addendum

To: All Acts To Perform April 29th, 2009 at Arizona Stadium, Tucson, AZ.
From: Production Manager & Designer, Pat Ibbotson, Consulting On Behalf of the University of Arizona
CC: The University Of Arizona Concert Planning Staff & Administration.

Forward:

Due to the unique requirements, rules, restrictions, available technical space, and time limitations involved with performing at Arizona Stadium; The following edits are made to all Artists' technical riders & contracts as a necessary component of a successful show. All Artists should be assured that every effort will be made to accommodate their specific needs in a professional manner to the highest standards. This show is listed as "festival billing", located on The University Of Arizona Campus, and carries with it the expectation and necessity of general flexibility on and off the stage. Please take a moment to review all of the conditions and stipulations made herein as we work towards the best show possible.

1. General Disclosed Restriction:

Due to the proximity of this stadium to residential neighborhoods, and the necessary sound system involved to cover the estimated 17,000 attendees, The University of Arizona reserves the right to control the overall volume of the performance. It is acknowledged that this is a concert, the students want a great show, and it is expected to be generally loud. Therefore, every step possible will be taken so as not to interfere with Artist's engineer but this right must be reserved.

2. Climate Considerations:

Due to an average rainfall in Tucson, Arizona in April of a third of an inch, as well as the general dimensions of the seating vs. the only available location for the stage not having sufficient room for ballasting, no roof system will be utilized for this show. The University of Arizona will secure inclement weather insurance. Mix positions will have temporary tents during the daytime with the FOH tenting being removed prior to doors opening. Tarps/Plastic/White Drops will be provided in sufficient qty for equipment along with sufficient crew to set and remove them. Should temperatures exceed the expected averages in April, sound checks will be moved to earlier in the day, with the stage "going dark" during the afternoon hours. Sunset is approximately 7pm.

3. Venue Access & Schedule:

All Artists & Artists' technicians will be provided with a schedule outlining their load in, line checks, (sound checks if applicable) & performance times in advance of the show. As acts are still being added to the festival's billing this schedule is not complete. Artist crew & equipment can expect a call time of approximately one hour prior to their expected line or sound check or as per final advance. (Snd/Line Checks are estimated to begin at 11am, with Doors Opening at 5pm.)

University Of Arizona: Artist Technical Rider Addendum, (Cont'd)

4. Crew:

The University Of Arizona will be providing and paying for professional stage hands, student workers, as well as a first class engineering support team from each of the respective technical supplier's onsite in sufficient quantity to execute the TBA schedule and general plans.

Note: Disrespect of any member of The University of Arizona Staff, Student Workers, Crew, Stagehands, etc. will not be tolerated. If there is a rare issue, it is expected that it will be handled in a professional manner and discussed with the Production Manager.

5. Staging:

Final stage design is still tbd, however at a minimum; A professionally built, level & safe, 42' wide x 36' deep x 5' high performance stage will be provided. Additional wing space will be provided on the downstage edge for PA stacking. Dead case storage, backline world, and monitor control will be located at near ground level due to sight lines at this venue. Ramps will be provided for easy access.

6. Backline:

For those Artists who are flying for this performance, backline arrangements will be secured by the University. While we will make every effort to avoid any crossovers, it may be necessary (though unlikely) to share some backline items, riser positions etc. Backline storage and tech world for any act not performing will be located offstage left at ground level. (Ramps will be provided for easy access)

7. Monitors: (Console-PM5D)

Monitor control for all Artists will be stage right at ground level. Biamped monitor cabinets, side fills & drum fills in sufficient qty and with all necessary amplification and processing to satisfy all riders will be provided. Monitor cabinets may need to be moved in between sound checks/sets etc to accommodate another act. Monitor world will be shared between all acts, as such; minimal space will be available for supplementary equipment. Please have your engineers advance what equipment (in ears, console etc) they may be bringing with them so that we can make the appropriate arrangements.

8. FOH: (Console-PM5D)

FOH control for all Artists will be located approximately 80'-100' from the downstage edge as close to center as the venue will allow and approximately 16'x16' in total area. The mix position & support equipment will be shared between all acts, as such, minimal space will be available for supplementary equipment and your flexibility is appreciated. Please have your FOH engineer advance what equipment (console etc.) they may wish to bring in as space will be limited.

University Of Arizona; Artist Technical Rider Addendum, (Cont'd)

9. Stage Plots:

Every effort will be made to accommodate Artists standard stage plots and layouts. Due to this show being festival in nature and with limited available space, the stage will be active with multiple sets of equipment. A stage manager & crew will be present to ensure the safety of all equipment as well as the proper movement, setting and resetting of any instruments, gear as necessary.

10. Input Lists

A festival style input list and patch will be developed and sent to artist engineers during advance that takes into account the complete needs for all Artists performing.

11. Lighting:

A professional lighting with pro-crew tailored to the specific & unique needs of this show will be provided. Details to be finalized but LED ground row face lighting, outdoor rated moving lights, onstage/offstage truss towers and followspots will be utilized. If you are traveling with an LD-Board op please have them advance with Production Designer.

12. House Lights:

Arizona Stadium is a football venue with non-dimmable house lights. If budget permits we will make every effort to bring in dimmable house lighting. In addition, restrictions governed by the office of The State Fire Marshall may make it impossible to conduct complete venue blackouts. The University of Arizona reserves the right to set the appropriate and safe lighting levels for the safety of all attending.

13. Rigging:

No rigging or overhead grid of any kind will be available for this show.

14. Pyrotechnics:

Pyrotechnic devices of any kind may *only* be used with the expressed written consent of The University Of Arizona & The Office Of The State Fire Marshall. Requests for the use of any such devices must be in writing and received no later than April 1st, 2009. Requests must be complete with all technical specifications, Federal Material Safety Data Sheets and a complete intended use plan.

15. Exceptions: Exceptions and alterations of any kind need to be authorized in writing by The University Of Arizona's Production Manager.

16. All Technical concerns and questions regarding this show should be directed to:

Pat Ibbotson, Production Manager & Designer
Consulting On Behalf Of The University Of Arizona
Member I.A.T.S.E 8 & 200, Member U.S.I.T.T
patibbotson@comcast.net 610.329.5855 (cell)

UNIVERSITY ADDENDUM

The following terms are added to and form a part of the attached Contract:

1. **NON-DISCRIMINATION** - The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.
2. **ARBITRATION** The parties agree that any dispute arising under this agreement involving the sum of \$50,000 or less in money damages only shall be resolved by arbitration pursuant to the Arizona Uniform Arbitration Act. The decision of the arbitrator(s) shall be final.
3. **CONFLICT OF INTEREST** The Arizona Board of Regents may, within three years after its execution, cancel this Contract without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract while the Contract or any extension hereof is in effect.
4. Artist agrees to not give a public performance within a 150-mile radius of the Tucson metropolitan area forty-five (45) days before the University of Arizona event. No performance after the event within the above radius may be announced, go on sale, be advertised for, or otherwise made public until the day after the University of Arizona event.
5. **FORCE MAJEURE** - Neither Artist, Producer nor Purchaser shall be liable for failure to appear, present or perform if such failure is caused by or due to the disability, illness or accident of Artist, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption in or delay of transportation service, or any cause beyond the reasonable control of the parties, rendering performance impossible, infeasible or unsafe. In the event Artist is unable to perform due to illness, disability or accident, Purchaser shall have the right to demand medical documentation verifying same. In the event of cancellation for reasons due to force majeure, the parties will use their best efforts to reschedule the performance at a mutually agreeable date and time within a reasonable time period following the cancellation.
6. **Cancellation:** Except in the case of "Act of God" as specified in Addendum 5 above, artist(s) shall be responsible for The University of Arizona's fully documented and mutually agreeable out-of-pocket expenses necessitated either by change of date or cancellation by artist(s) after tickets have been printed and/or promotion begun. All such expenses shall be determined by The University of Arizona and will be presented to the artist(s) with substantiation within thirty (30) days following the contracted date(s) of the artist's performance, and the artist(s) shall reimburse The University of Arizona within ten (10) days following receipt of such statement. MOREOVER, except, in the case of "Act of God" as specified in Addendum 5 above, The University of Arizona agrees to be responsible for artist's fully documented and mutually agreeable out-of-pocket expenses caused by University's change of date or cancellation of performance.
7. **BREACH** - If either party cancels its performance, except for reasons due to force majeure or uncured, material breach by the other party, the non-breaching party shall have the right to seek its damages (including, without limitation, its out of pocket expenses) against the breaching party.
8. **INSURANCE** The parties recognize that the Arizona Board of Regents participates in the Arizona State Risk Management Program, and any liability of the State of Arizona resulting from any negligence

of its employees shall be governed by Arizona's self-insurance statute A.R.S. § 41-621.

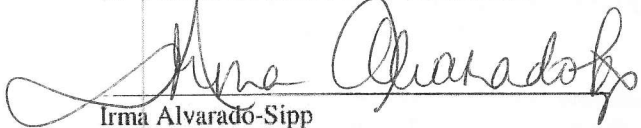
9. Live Nation Worldwide, Inc. shall provide and maintain insurance applicable to this event as follows:
- a. Commercial General Liability in the amount of \$1,000,000 (each occurrence)
 - b. Comprehensive Automobile Liability in the amount of \$1,000,000 (each occurrence)
 - c. Workers' Compensation as required by statute

Upon signing of this agreement and prior to the event, Live Nation Worldwide Inc. will furnish certification of such coverage, which names the Arizona Board of Regents on behalf of the University of Arizona and the State of Arizona as additional insured.

10. **INDEMNIFICATION AND HOLD-HARMLESS CLAUSES** Arizona Revised Statute § 35-154 prohibits persons from incurring obligations against the state for which funds have not been appropriated or allocated. Arizona Attorney General's Opinion 67-36-L interprets this statute to prohibit the state and its agencies from agreeing to hold harmless or indemnify third parties. The University shall be liable for claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.
11. **TAX** - In the event that the relationship created between the parties under this agreement, or any services rendered hereunder, or any other aspect of the relationship, gives rise to any tax responsibility, including income and similar taxes, payable to any state or any political subdivision of the federal government, such obligations will be the responsibility of the party who has the legal obligation to collect, remit and/or pay such tax to the taxing authority.
12. **CONTROLLED SUBSTANCES** - Artist agrees to neither consume nor possess alcohol or any illegal substance at the place of performance. Damages if any to be determined by a court of law.
13. **AUDIT** The Contractor agrees to keep all books, accounts, reports, files and other records relating to this contract for five (5) years after completion of the contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to Arizona Revised Statute § 35-214.
14. **UNIONS** - The Purchaser, as an instrumentality of the State of Arizona is not permitted to contract with, or be bound by, union rules, regulations or jurisdiction. However, the Purchaser does not discriminate against those holding union membership.
15. It is the policy of The University of Arizona, to permit the sale of souvenir programs, CD's, tapes, T-shirts, or other non-food items from one location on the main floor lobby. If souvenir programs, CD's, tapes, T-shirts, or non-food items are sold, the house commission shall be twenty percent (20%) on gross sales, less any tax, and paid in cash at the end of the performance.
16. **ATTORNEYS' FEES CLAUSES** Arizona revised Statute § 35-154 provides that no obligation for which there is not an existing legislative appropriation and allotment is valid. The University does not have any existing appropriation or allotment for attorney's fees that may be imposed by contract. However, the University may agree that this Agreement is subject to Arizona Revised Statute § 12-341.01 which states that in a contested action arising out of a contract the court may award the successful party reasonable attorneys' fees.
17. **CONTRACTING PARTY** The Contracting Party for the University is the Arizona Board of Regents for and on behalf of The University of Arizona. The University of Arizona is governed by the laws of the State of Arizona and therefore cannot agree to be governed by another State's law.
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18. **ALCOHOLIC BEVERAGES** No alcoholic beverages shall be served at University events. No University funds may be used to purchase alcoholic beverages.
19. Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), Artist(s) and/or Artist's representative(s) certifies that it does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in ARS §§ 35-391(15) and 35-393(12), respectively.
20. As required by Arizona Revised Statutes §41-4401 The University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors to provide the same warranties to the below entity.
- The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the University. The University retains the right to inspect the records of the below entity, subcontractor and employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor who works on the Contract, to ensure that the below entity and each subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with such programs.
21. The University of Arizona is a weapons-free campus. Therefore, any security hired and/or provided by Artist is prohibited from using or possessing any weapons.
22. **PUBLIC INFORMATION** All Arizona Board of Regents contracts are subject to applicable Public Records laws including Arizona Revised Statute § 39-121 et seq.

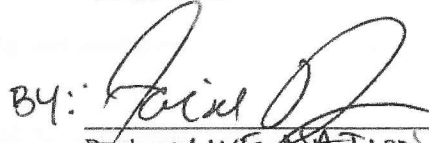
ARIZONA BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA



Irma Alvarado-Sipp
Contracts Administrator

Date: 3/24/09

ACCEPTED:

BY: 

Producer: LIVE ASSASSINATION WORLDWIDE INC.
F/S/O JAY Z

Date: Mar 23, 2009

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