

(d) **Termination:**

ARTIST may terminate Contract if:

- (1) ARTIST, any band member, or key personnel contracted for this engagement shall die, become ill or incapacitated for any reason.
- (2) In the ARTIST'S judgment, the performance may directly or indirectly expose ARTIST, any band member, any employee of ARTIST, any company contracted by ARTIST, or any portion of the audience, to danger of death or injury or civil strife of any kind, or by reason of any threat or outbreak of violence.
- (3) Performance of any of ARTIST'S obligations shall expose ARTIST, any band member, or ARTIST'S employees, agents or independent contractors to civil or criminal proceedings of any kind.

If this Contract is terminated by ARTIST for any of the aforesaid reasons then, as ARTIST'S sole obligation, ARTIST agrees to refund to PURCHASER any amount paid by PURCHASER to ARTIST pursuant to the Contract, and the ARTIST shall not be liable to PURCHASER for any other loss, damage or expense claimed to have been suffered by PURCHASER as a result of such termination.

(e) **Default by PURCHASER:**

If PURCHASER breaches any of their obligations hereunder, including, without limitation, PURCHASER'S refusal or neglect to: provide or supply any of the items required hereunder; comply with any requirement set forth herein; proceed with the presentation of the engagements which are the subject of this Contract; timely make any of the payments referred to herein; furnish the type, size and quality of public address system requested by ARTIST or, if at any time prior to or during the actual performance of ARTIST, should said public address system be otherwise than in perfect working condition; then in any such events, ARTIST shall give notice thereof to PURCHASER. If PURCHASER fails to cure such breach then, in addition to any of ARTIST'S other rights or remedies, ARTIST may elect to terminate this agreement and/or any other agreements with PURCHASER in respect of other engagements to be performed by ARTIST, without liability to perform or otherwise. In such event, ARTIST shall retain all amounts theretofore paid to ARTIST by PURCHASER as a partial offset against amounts owed, and PURCHASER shall remain liable to ARTIST for the full fee herein provided (and provided in any other agreements with ARTIST) and any amounts otherwise payable as a matter of law.

- (f) ARTIST shall not be required to perform before any audience which, in the ARTIST'S sole discretion, is segregated on the basis of race or creed, or where physical violence or injury to ARTIST is likely to occur, nor where strike, or the threat thereof, exists.

(g) **Photography, Recording, Filming, Taping and Broadcasting:**

- (1) No portion of the rehearsal, sound-check or performance(s) may be photographed, recorded, filmed, taped, broadcast or mechanically reproduced in any form for the purpose of reproducing such performance(s), without prior written consent from ARTIST Management.

If any such unauthorized recording is discovered during ARTIST'S performance, ARTIST shall have the right to withhold performance without prejudice to their rights hereunder.

(2) ARTIST or their designated Representative shall have the right to film, tape and/or record any performance hereunder without the payment of any compensation to PURCHASER and/or venue. The PURCHASER, venue, nor anyone deriving rights from or through either of them shall have any interest in any film, tape or recording, or in any ancillary right with respect to any film, tape or broadcast show. PURCHASER shall use their best efforts to assist ARTIST or their assignee in connection with the filming, taping or recording of the show. ARTIST agrees that as between ARTIST and PURCHASER, ARTIST shall be solely responsible for and shall pay all costs and expenses in connection with any such filming, taping, broadcast or recording unless otherwise agreed.

(h) PURCHASER agrees that there will be no signs, placards, banners or other commercial advertising material on or near the stage during performance(s), nor shall ARTIST'S appearance be sponsored by, or in any other way tied with, any commercial product or company without prior written consent from ARTIST or their Management. PURCHASER further agrees that ARTIST'S name will not be used in association, directly or indirectly, with any product or service without ARTIST'S prior written consent. PURCHASER is enjoined from selling or distributing any merchandise bearing the likeness of ARTIST, any phonograph recordings, or any other souvenir material at the performance(s) hereunder without ARTIST'S prior written consent.

(i) **Insurance:**

PURCHASER agrees and will provide ARTIST with a certificate of insurance evidencing the following:

(1) Comprehensive general liability insurance as required by the venue but in no event with a limit liability of less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage. PURCHASER shall add ARTIST (JOSHUA REDMAN and CREATIVE CONTROL CORP.) and their agents, employees, directors, officers, principals, representatives and shareholders as additional named and insured.

(2) Said insurance shall also provide public liability insurance coverage to protect against injuries to persons and/or property as a consequence of the installation and/or operation of the equipment provided by ARTIST, their employees, contractors and agents. In addition, it is agreed that the PURCHASER shall have in effect a policy of Workman's Compensation covering all of their employees involved in the installation, operation or maintenance of the equipment provided by the ARTIST, their employees, contractors or agents. The PURCHASER further agrees to provide full insurance coverage for all equipment provided by the ARTIST, their employees, contractors and agents against fire, theft, riot or any other type of act that would cause harm or damage to equipment. The PURCHASER shall supply ARTIST with a certificate of insurance acceptable to ARTIST showing coverage of the above at least two (2) weeks prior to the show date. However, if said certificate is not received by ARTIST prior to the above date, then ARTIST, at their election, may terminate this engagement. If ARTIST

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elects to perform the engagement and the certificate of insurance has not been received, PURCHASER is still solely responsible for complete coverage as specified above.

(j) **Indemnification:**

(1) PURCHASER hereby agrees to indemnify and hold harmless the ARTIST, the individuals comprising ARTIST, ARTIST'S employees, representatives, contractors and agents from and against any claims, costs (including attorneys' fees, legal costs, accountants' fees and travel costs), damages, liabilities, losses and judgments arising out of, or in any other manner connected with any claim, demand or action made by any third-party sustained as a direct or indirect consequence of the engagement.

(2) PURCHASER shall also indemnify ARTIST against any and all loss, damage and/or destruction occurring to ARTIST'S equipment or that of their employees, contractors and agents, inside or immediately outside the venue including, but not limited to: damage or destruction occasioned by FORCE MAJEURE events provided, however, that any loss, damage or destruction occasioned by ARTIST or ARTIST'S employees, representatives, or contractors shall not be subject to this indemnification.

(3) ARTIST shall not be responsible for damage or injury to any patrons, or the venue, or any fixtures or personal property therein, caused by fans or any others not a part of the ARTIST'S staff. PURCHASER shall indemnify and hold ARTIST harmless from any third-party claims concerning the foregoing and no claim, deduction or offset shall be made by PURCHASER in respect of same.

(k) **Representation and Warranties of PURCHASER:**

PURCHASER hereby warrants, represents and agrees that PURCHASER has the right, power and authority to enter into and fully perform this Contract, and is of legal age. PURCHASER also agrees that at the present time is, or will be, the owner or operator of, or has, or will have, a valid lease, executed in their own name, upon the place of performance of the engagement on the date and at the times set forth in this Contract, proof of which will be furnished to the ARTIST upon request.

(l) **Third-Party Agreements:**

Except as otherwise agreed by ARTIST in writing, only PURCHASER shall be a party to all contracts relating to the engagement with any third-party including, without limitation, any lease of a concert hall, and all other materials and services hired or contracted for this engagement. PURCHASER agrees that in the event that any claim shall be asserted against ARTIST pursuant to any such contract entered into by PURCHASER with any third-party, then PURCHASER shall, at their sole cost and expense, defend ARTIST and their directors, officers, employees and authorized representatives, and indemnify and hold harmless from any cost or liability resulting therefrom.

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(m) **Miscellaneous:**

- (1) ARTIST is rendering their services to PURCHASER hereunder as an independent contractor and not as an employee or agent of PURCHASER. This Contract shall not, in any way, be construed to create an agency, partnership or any other joint undertaking or venture between the parties hereto, and neither party shall be liable for any representation, act or omission of the other. As such, no payroll, FICA or any other taxes shall be deducted from the sums payable hereunder.
- (2) PURCHASER acknowledges and agrees that they are not an agent of ARTIST, and has no authority to incur liability or to act on behalf of ARTIST in any manner whatsoever.
- (3) PURCHASER agrees that this Contract cannot be assigned or transferred by PURCHASER without the prior written consent of ARTIST.
- (4) This agreement is entire, and all negotiations and understandings are merged hereunder.
- (5) All approvals or consents of ARTIST hereunder may be withheld without cause.
- (6) This agreement cannot be amended, modified, supplemented, varied or discharged except by an instrument in writing, executed by both PURCHASER and ARTIST.
- (7) A waiver of a breach by either party in any one instance shall not constitute a waiver of any subsequent breach, whether or not similar.
- (8) This agreement is not intended for the benefit of any third-party.
- (9) Should any provision hereof be held invalid or unenforceable, same shall be severable from and shall not affect any other provision.
- (10) All remedies for breach of this agreement shall be cumulative, and the exercise of any one shall not be deemed a waiver of any other.
- (11) The paragraph headings herein are for convenience only and are not to be utilized in construction or interpretation of this agreement.
- (12) In the event of litigation concerning this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.
- (13) This agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, and the courts located in said State shall have sole and exclusive jurisdiction over any dispute hereunder. PURCHASER hereby submits to jurisdiction of said courts, and agrees service of process may be affected by mailing a copy of the summons and complaint via first class mail (certified, return receipt requested, in the U.S.) to PURCHASER at the address on the Contract.

- (n) This agreement may not be changed, modified or altered except by an instrument in writing, signed by the parties hereto. No changes made on this Rider shall be valid unless countersigned by the ARTIST. In case of any conflict of terms with any documents appended hereto, the terms contained in this Rider shall prevail.
- (1) If the performance agreement and attached ARTIST Rider sent to PURCHASER are not countersigned by PURCHASER and returned to ARTIST as of the show date, these agreements shall be deemed accepted in their entirety by PURCHASER and shall be deemed to be binding and duly enforceable.
- (2) Any additional attachments made to ARTIST Contract or Rider by PURCHASER must be signed by ARTIST'S Representative and PURCHASER. Such attachments shall be considered null and void without the signature of both parties.
- (o) If PURCHASER is unable to fulfill any of the terms in the Contract or needs additional information, please contact:

BOOKING AGENCY

International Music Network
 278 Main Street
 Gloucester, MA 01930
 TEL: (978) 283-2883
 FAX: (978) 283-2330
 Attn: Your Agent

TOUR MANAGER

TBA

ARTIST MANAGEMENT AND PUBLICITY

Wilkins Management, Inc.
 323 Broadway
 Cambridge, MA 02139
 TEL: (617) 354-2736
 FAX: (617) 354-2396

Attn: Brian Reid (contracts) **Attn:** Bobby Blegen (travel/logistics/publicity)
 brian@wilkinsmanagement.com bobby@wilkinsmanagement.com

Agreed and Accepted

PURCHASER (SIGN)

By: _____
CREATIVE CONTROL CORP. (SIGN)

PURCHASER (PRINT)

(PRINT)

DATE

DATE

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