

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ENTERTAINMENT AGREEMENT BETWEEN THE TOWN OF ADDISON AND 3EB TOURING, INC. F/S/O THIRD EYE BLIND FOR PERFORMANCE AT TASTE ADDISON IN AN AMOUNT NOT TO EXCEED \$125,000.00 AUTHORIZING THE CITY MANAGER TO EXECUTE THE ADDENDUM, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The Entertainment Agreement between The Town of Addison and 3EB Touring, Inc. f/s/o Third Eye Blind including the Artist Rider and Addenda for performance at Taste of Addison in an amount not to exceed \$125,000.00, copies of which are attached to the Resolution as **Exhibit A**, are hereby approved. The City Manager is hereby authorized to execute the Agreement.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **13th** day of **FEBRUARY 2020**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A



1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA
Phone: +1 615-349-4584
email: SCF@WMEagency.com

THIRD EYE BLIND

3EB TOURING, INC

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 20 Nov 2019 between 3EB TOURING, INC. (hereinafter referred to as "PRODUCER") furnishing the services of THIRD EYE BLIND (hereinafter referred to as "ARTIST") and TOWN OF ADDISON/Wesley-Pierson (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider and any other PRODCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference. Notwithstanding the foregoing, the "Addison Entertainment Agreement" is expressly attached and fully incorporated into this agreement.

1. **ENGAGEMENT VENUE(S):**

ADDISON CIRCLE PARK
4970 Addison Circle
Addison, TX 75001
USA

2. **DATE(S) OF ENGAGEMENT:**

Sat 30 May 2020

- a. Number of Shows:
b. Show Schedule(s):

1
TBA: Doors
01:30 PM: Support - TBA: Local Support, (90 min.); Mutually agreed support
03:30 PM: Support - TBA: Local Support, (90 min.); Mutually agreed support
05:30 PM: Support - TBA: National Act, (90 min.); Mutually agreed support
07:30 PM: Support - TBA: National Act, (90 min.); Mutually agreed support
09:30 PM: THIRD EYE BLIND; Confirmed to close 75-90 Minute Set - Purchaser requests closer to 90 Minutes.

3. **BILLING (in all forms of advertising):**

100% Sole Headline Billing

4. **COMPENSATION:** Compensation includes airfare, hotel, and backline, all Artist responsibility.

\$125,000.00 USD (One Hundred Twenty Five Thousand U.S. Dollars) flat GUARANTEE.

reasonable and industry standard
Purchaser to provide ~~flat~~ ground transportation per ARTIST specification
Local ground is defined as hotel-venue, venue-hotel by professional car service. Hotel MUST be within the Addison, TX area to qualify for local ground transportation provided by the Purchaser.

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. **PRODUCTION AND CATERING:**

- Purchaser to provide and pay for sound and lights as required by Artist the Purchaser maintains sole discretion.
- The parties acknowledge there shall be NO charge backs to Producer or Artist of any kind (including, but not limited to in relation to labor and/or production costs) under any circumstance unless such charge back is expressly agreed to and pre-approved in writing by Producer or WME
- Purchaser to provide catering OR buyout as mutually agreed per advance
- Purchaser to provide and pay for dressing rooms as required by Artist and per advance

Artist will use the adjacent Addison Conference and Theatre Centre for their green room space.

Production Contact: David Natinsky | david@davidnatinsky.com | 214-560-4510

6. **TRANSPORTATION AND ACCOMMODATIONS:**

Agreement dated 20-November-2019
Page 1 of 9
WME Concert; rev. 2014-05-29/updated March, 2015

THIRD EYE BLIND
TOWN OF ADDISON
Seq: 2855136

EXHIBIT A

- a) Air transportation: Artist Responsibility
 - b) Accommodations: Artist Responsibility
 - c) Air freight and excess baggage: Artist Responsibility
 - d) Ground transportation: -Purchaser to provide and pay for professional car service as required by Artist between venue and hotel, provided the hotel is within event city
 - e) Meals and incidentals: General festival catering will be provided or a reasonable buyout at Purchaser's sole discretion.
 - f) Other: Backline is the responsibility of the Artist.
- Local ground is defined as hotel<venue, venue<hotel by professional car service. Hotel MUST be within the Addison, TX area to qualify for local ground transportation provided by the Purchaser.

Any changes to the above-mentioned arrangements are subject to the ~~sole and exclusive~~ prior written approval of PRODUCER and PURCHASER
mutual agreement

7. SPECIAL PROVISIONS:

PURCHASER AGREES TO:

- In the case of a force majeure event, provided Artist is ready, willing, and able to perform, Artist shall be paid in full.
- In the case of inclement weather, Artist shall be paid in full. Purchaser represents and warrants it has sufficient insurance or funds to cover any such cancellation.
- Support act, if any, directly prior to Artist must be Artist approved. No exceptions. Purchaser must submit list of potential support acts for approval prior to confirming any Artist as support.
- There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of ARTIST or ARTIST'S performance. Any requests for the foregoing shall be subject to PRODUCER'S prior written approval and terms in all instances. Exception per Section 7.1 of the included Addison Entertainment Agreement. Producer acknowledges that Purchaser cannot prevent attendees from non professional recording, and use of cell phones by attendees will not put Purchaser in breach of this provision provided Purchaser shall use good faith efforts to prevent it and to stop recording should Purchaser become aware of it. Any sums (e.g., deposit and/or guarantee) remitted under any performance contract and/or engagement confirmation are in consideration for, among other things, the performance of our respective client(s) (including, but not limited to: exclusivity of the performance of our respective client(s) within a certain geographic area and during a certain time; advertising of the performance (including use of the name, likeness, and image of our respective client(s) for that purpose); solicitation of sponsorships and ticket sales based upon the name, likeness, and image of our respective client(s), and personal performance at the contracted-for and/or confirmed engagement). The sums remitted under the performance contract and/or engagement confirmation are non-refundable, except in instances specifically set out herein. Notwithstanding the foregoing, the deposit is to be refunded within ten (10) business days following the cancellation by the PRODUCER for any reason other than Force Majeure.
- Purchaser may have sponsor relationships/existing signage in venue that must be permitted. Purchaser, at its own election, may add additional sponsors. Notwithstanding the foregoing, there are to be no implied Artist endorsements of any sponsors and/or their products/services. No onstage signage. Notwithstanding the foregoing, Purchaser reserves the right to sell the stage as a sponsorable asset and affix appropriate signage to the sides and top of the stage. No signage printed with ARTIST name and/or likeness will be produced with sponsor logos included without consent of PRODUCER. There are to be no chargebacks to ARTIST whatsoever.

Labor to be provided as needed.

Mutually agreeable

Dressing room rider and security protocols to be adhered to in full.

ARTIST to receive – 20 - complimentary tickets

Show to be advanced with Kyle Wood kwood24@mc.com / 615-806-3488

Press contact is – Carla Parisi kidlogimedia@gmail.com

immediately prior to PRODUCER'S performance

There are to be no stage announcements whatsoever unless approved in writing by Stephanie Myers (SMY@wmeentertainment.com) at WME.

~~No audio or video~~ ^{professional professional} recording, live broadcasts or webcasts without prior written permission from Stephanie Myers at WME or from ARTIST management. This deal point is non-negotiable.

Producer acknowledges that Purchaser cannot prevent attendees from non professional recording, and use of cell phones by attendees will not put Purchaser in breach of this provision provided Purchaser shall use good faith efforts to prevent it and to stop recording should Purchaser become aware of it.

Recording / Streaming. Any broadcasting rights are subject to separate written agreement with respective rights holders and/or label.

All artwork must be approved by Stephanie Myers.

Marketing / Promo: Not a contingent deal point. Artist will make reasonable efforts to complete all asks in the offer.

Meet and Greet: ~~There will be no meet and greet whatsoever without written approval from ARTIST management.~~
ARTIST to conduct a meet and greet for up to 30 guests at a mutually agreed upon time on May 30, 2020.

ARTIST is not agreeing to any lighting restrictions or DB limits during their performance unless previously agreed to in writing.

ARTIST will be expected to comply with any and all restrictions or DB limits if required to by the Purchaser as will be discussed per advance.

All deposit schedules are to be strictly adhered to. Deposits should be wired to WME at the following address:

sent via Town of Addison check

Bank:
City National Bank

Agreement dated 20-November-2019

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WME Concert; rev. 2014-05-29/updated March, 2015

THIRD EYE BLIND

TOWN OF ADDISON

Seq.: 2855136

400 N Roxbury Dr.
Beverly Hills, CA 90210
ABA/Routing Number: 122016066
Swift/BIC Code: CTNAUS6L
Account Information
Name: WME Entertainment, LLC
Number: 113147172
Please provide the Client Name, Date & Place of Performance

-Artist shall not perform a publicly advertised engagement within 125 miles of the applicable Venue, for a period of 180 days prior to or 30 days after the performance of the Engagement at this applicable Venue. No announce until after date plays through

~~30 days post show~~
~~30 days post~~
30 days post

8. ARTIST RIDER: ^{mutually agreeable} PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof ^{mutually agreeable}
9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. DEPOSIT in the amount of \$62,500.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, L.L.C. to be received not later than 30 Apr 2020; (50% of deposit due to WME upon receipt of fully executed contract, COI, W-9 and invoice)

All deposit payments shall be paid via ^{Town of Addison} certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Spencer Foote
1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA

OR via bank wire as follows:

| | |
|---|--|
| CITY NATIONAL BANK 54 Music Square East Nashville, TN 37203 | ABA no: 064000445 William Morris Endeavor Account No: 684661426 ORG: Town of Addison / REF: Third Eye Blind / May 30, 2020 WME booking code: PAC 007834 |
|---|--|

Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).

- b. BALANCE of the monies shall be paid to and in the name of PRODUCER by ^{Town of Addison} certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement immediately following the performance
- c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER) and to the extent permitted by law; or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.
- d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages; and the artist's gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

| | CAP. | TYPE | PRICE | COMPS | KILLS | SELLABLE | FAC.FEE | PARKING | CHARITY | TIC.FEE | VIP | SCNDRY | OTHER | NET PRICE | GROSS POT. |
|--------------------|--------|-------------|---------|-------|-------|----------|---------|---------|---------|---------|-----|--------|-------|-----------|--------------|
| Sat 30 May 1:30 PM | 15,000 | GA Standing | \$15.00 | 10 | 0 | 14,990 | | | | | | | | \$15.00 | \$224,850.00 |
| | 15,000 | | | 10 | 0 | 14,990 | | | | | | | | | \$224,850.00 |

SCALING NOTES:

- GA admission: \$15
- Children 6-12 admission: \$5
- Outdoor/covered stage
- Rain or Shine Event
- Artist comps: twenty (20)

| | |
|---------------------------|---------------------|
| ADJUSTED GROSS POTENTIAL: | \$224,850.00 |
| TAX: | |
| NET POTENTIAL: | \$224,850.00 |

12. EXPENSES:

N/A

13. MERCHANDISING: Purchaser is permitted to charge a nominal fee in the event the Artist needs someone to assist with the sales of Artist specific merchandise

- Artist sells, CD/DVD: 100.00% of proceeds to ARTIST. Festival to provide space and table
- Artist sells, T-Shirts/Soft: 85.00% of proceeds to ARTIST. Festival to provide space and table

14. VISAS AND WORK PERMITS:

Artist Responsibility

15. TAXES:

PRODUCER is required to pay income tax on net earnings in accordance with the laws of the Internal Revenue Service (IRS). For the avoidance of doubt, the compensation paid to the Producer for this engagement is not considered income tax free regardless of the tax status of the PURCHASER.

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written

By:

TOWN OF ADDISON
 Wesley Pierson
 5300 Belt Line
 Bedford, TX 75001
 USA

 Care of: Jeff Hyman
 Degy Booking International, Inc.
 3803 Brookfield Dr.
 Champaign, IL 61822
 USA

By:

Missi Callazzo

JEB TOURING, INC.
 Fed ID: 94-3266871

Digitally signed by Missi Callazzo
 DN: cn=Missi Callazzo, o, ou,
 email=missi@megaforcerecords.com, c=US
 Date: 2020.01.14 11:26:53 -05'00'

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Foote

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. ~~If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.~~
- (2) ~~In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.~~
- (3) ~~In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.~~
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

via Town of Addison Check

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- ~~(2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.~~
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket books and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary ^{reasonable and industry standard} ~~professional~~ sound equipment in ^{professional} ~~proper~~ working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and ^{reasonable and industry standard} ~~stage hands~~, all necessary ^{stage hands} ~~set-dress~~ lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications. Reasonable efforts will be made to meet the needs of the ARTIST rider. ARTIST acknowledges that not all the requested equipment may be available due to engagement location.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish for the Purchaser's responsibilities.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions, unless a result of PRODUCER/ARTIST gross negligence and willful misconduct.

D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ^{only this} ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named. ^{PRODUCER/ARTIST must notify PURCHASER if such time a performing personnel is changed.}
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. ^{PRODUCER/ARTIST must notify PURCHASER if such time a performing personnel is changed.} PURCHASER agrees that no performers other than those to be ^{approved} ^{reasonably} ~~approved~~ by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to ~~promptly~~ ^{reasonably} comply with PRODUCER's directions as to stage settings for the performance hereunder. ^{pending Purchaser approval.}
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. ~~For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing, and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.~~

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy, act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel, embargoes, labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires, explosions; floods, shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation, death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Purchaser reserves the right to delay the performance for a reasonable period of time due to imminent safety concerns.

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST ~~and touring party~~. ~~Condition deemed unsafe by state or local public safety officials~~ ^{reasonable and documented}

G. PRODUCER'S RIGHT TO CANCEL

No cancellation policy will be granted.

~~PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.~~

H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved, voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

ARTIST related

PRODUCER shall have the exclusive right to sell ^{ARTIST related} souvenir programs, ballet 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., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

J. NO RECORDING/BROADCAST Exception per Section 7.1 of the included Addison Entertainment Agreement. Producer acknowledges that Purchaser cannot prevent attendees from non professional recording, and use of cell phones by attendees will not put Purchaser in breach of this provision provided Purchaser shall use good faith efforts to prevent it and to stop recording should Purchaser become aware of it.

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement, and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith unless as a result of ARTIST and PRODUCER gross negligence and/or willful misconduct.

K. PURCHASER DEFAULT Purchaser must be notified in writing about possible breach, failure or the like. Upon receipt, the Purchaser shall have a reasonable amount of time to cure alleged breach, failure or the like, no later than a reasonable time prior to the engagement.

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder, (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement, and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement(s) hereunder, (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement, and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

Pursuant to Section 4.B. of the included Addison Entertainment Agreement

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any), business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage hereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

Each party is responsible for their own negligence and willful misconduct. Pursuant to Section 6 of the attached Addison Entertainment Agreement.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, 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, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement. F-mail is an acceptable form of notice provided the receiver has provided evidence of receipt.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST'S performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses, or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

- (1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
- (2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.
- (3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entry List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.
- (4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations), (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in

connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER's riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(6) This Agreement shall be construed in accordance with the laws of the State of Tennessee, applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Nashville, Davidson County in the State of Tennessee in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Nashville, Davidson County in the State of Tennessee and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

ADDISON ENTERTAINMENT AGREEMENT

STATE OF TEXAS #
COUNTY OF DALLAS #

This Entertainment Agreement (the "Agreement") is entered into as of the **20 Day of December, 2019** (the "Agreement Date") by and between the **Town of Addison, Texas** (hereinafter referred to as "Addison"), and **3EB Touring, Inc. f/s/o Third Eye Blind** (hereinafter referred to as "Entertainer"), as an addendum to the performance agreement between the parties, (Addison and Entertainer are sometimes referred to herein together as the "Parties" and individually as a "Party").

WITNESSETH:

WHEREAS, on **May 30, 2020** Addison will be hosting an event to be held within the Town of Addison known as **Taste Addison** (hereinafter referred to as the "Event"); and

WHEREAS, Entertainer, an independent contractor, desires to perform at the Event the program, production, or activity described herein (hereinafter referred to as "Program"); and Addison desires that the Entertainer perform the Program at the Event, as set forth herein.

NOW THEREFORE, for and in consideration of the above and foregoing premises, the benefits flowing to each of the Parties hereto, the terms and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Addison and Entertainer do hereby agree and contract as follows:

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Compensation. For the proper performance of Entertainer's services in accordance with the terms and conditions of this Agreement, Addison will pay Entertainer a total sum of **\$125,000.00 USD** (the "Compensation"). The Compensation shall be paid by business check made payable to: **3EB Touring, Inc.** or by such other method as Addison may determine. A 50% deposit will be mailed upon execution of this Agreement; the balance shall be paid directly to the Entertainer or the Entertainer's representative immediately following Entertainer's performance of the Program.

Section 3. The Program. Entertainer shall provide and perform the Program in accordance with the terms, conditions and provisions of this Agreement, including, without limitation, the following:

A. *Performance.* Entertainer shall provide and perform the Program at the Event on the date(s) and at the time(s) set forth below:

**Saturday, May 30, 2020
9:30 PM
75 - 90 Minutes
Main Stage**

(Time & Location Subject to Change)

Entertainer shall, at least twenty one (21) days prior to the first day of the Event, provide to the Addison Special Events designee a detailed outline of the Program, all staging requirements, and all other information required by Addison personnel concerning the Event and the Program.

Entertainer recognizes, acknowledges, and agrees that the Event is a family-oriented event for entertainment purposes only, and is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda). Entertainer shall perform and provide the Program and its services accordingly, and shall not make religious or political statements or promote, suggest or reference a religious or political agenda, and shall perform according to its reputation.

B. *Location, Parking.* The Program shall be provided and performed at Addison Circle Park (the "Event Site"). Entertainer shall not park any vehicle on or near the Event Site in other than designated parking areas. Free parking shall be provided for Entertainer near the Event Site on the day of the Program.

C. *Load In, Load Out.* Entertainer shall allow at least one hour prior to performance of the Program for load in. Entertainer shall have a reasonable amount of time to set up the Program prior to its commencement and to tear down the Program after its conclusion. Entertainer shall be prepared to begin the Program and performance precisely at the date and time set forth herein. Such load-in and load-out shall be conducted in an expeditious manner by Entertainer, and further shall be conducted in a manner such that other programs and performances are not disturbed or inconvenienced.

D. *Signs.* Entertainer shall use and display only those signs (as well as other devices which may be used or are intended to convey or display a message or information) which pertain directly to the Event and which have been approved by Addison at least twenty one (21) days before the Event. Entertainer shall comply with any and all sign permit requirements, and all other requirements or standards of the Town of Addison, Texas, for the display of such signs.

E. *Entertainer Equipment.* Addison will provide professional sound and lighting production equipment and staff for the Program. Unless otherwise agreed by the Parties in writing, Entertainer shall provide all other necessary equipment for the Program and performance at Entertainer's sole expense (including instruments and other music equipment). Addison is not responsible for any equipment unless otherwise specifically provided for in this Agreement.

F. *Compliance with Laws.* The Program and all of Entertainer's activities in connection with or related to this Agreement shall be conducted in a clean, orderly, and legitimate manner and in accordance with all federal, state and local (including, without limitation, the Town of Addison, Texas) laws, rules, regulations, codes, ordinances, and policies. All trash, garbage, or rubbish of any kind, including, without limitation, glass, bottles, or cans of any kind, shall be deposited by Entertainer and any of Entertainer Persons in trash receptacles or containers approved by Addison and located upon the Event Site.

Each Party agrees to deduct, pay and remain solely responsible for their own necessary worker's compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of Entertainer's obligations arising under this Agreement, and to the extent permitted by law, each Party will indemnify and hold harmless one another and its officials, officers, employees, representatives, agents, and volunteers against any such expenses, fees, commissions, and/or alleged violation(s) of any local ordinances, codes, statutes and/or regulations, as well as against any claim(s) by any union(s) and/or agent(s) for benefits, fees, commissions, dues, or other payments arising out of or resulting from the performance contemplated herein.

G. *Representations, Warranties of Entertainer.* Entertainer warrants and represents that (i) it has the right and authority to enter into this Agreement and to fully perform its obligations contained herein, (ii) all goods, equipment, and other materials provided by Entertainer shall be safe, fully operational, and will not foreseeably cause injury or damage to any invitee, or property, (iii) all persons provided by Entertainer (including, without limitation, its officers, employees, contractors, and agents) in connection with this Agreement shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing foreseeable injury or damage to any invitee or property, and (iv) that in performing its obligations under this Agreement it is not and will not be illegally or knowingly infringing upon any property right, copyright, patent right, or other legal right of any person or entity. The Parties have and assume full and sole responsibility for their own and individual payment of any and all copyright (and any other intellectual property right) royalties in connection with or related to the Program and performance provided hereunder, and have and assume their individual responsibility for any copyright (or other intellectual property right) infringement which may occur or result in connection with the Program and performance.

Section 4. Relationship of Parties; Insurance; Entertainer Responsibility.

A. *Relationship of Parties.* The Parties agree and intend that the relationship between them is one of independent contractor and customer. In the performance of this Agreement, Entertainer shall act as an independent contractor and not as an employee, agent, servant, or representative of Addison. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow Addison to exercise discretion or control over the professional manner in which Entertainer performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by Entertainer shall be provided in a manner consistent with this Agreement and with all applicable laws, rules, codes, standards, and regulations governing the same.

B. *Insurance.* Entertainer shall, at its sole cost and expense, carry and maintain (i) its own general comprehensive public liability and product liability insurance against any claim, whenever made, whether or not any such claim is groundless, false or fraudulent, and (ii) workers' compensation/employer's liability insurance covering all of Entertainer's employees in connection with the Performance. Such general liability insurance shall have a limit of not less than \$5,000,000 and such worker's compensation employer's liability insurance shall have a limit of not less than \$1,000,000 with respect to any one (1) accident occurrence or claim, including bodily injury, personal injury, property damage and advertising injury. Each insurance policy providing all or any portion of the protection specified in clause (i) of this paragraph 4(b) shall name as "Additional Insured's" Entertainer, Entertainer's Company (collectively, the "Additional Insured") and shall fully and expressly protect and indemnify the Additional Insured from and against any claim.

C. *Individual Party Responsibility.* Each Party is and shall at all times be and remain responsible and liable for their own intentional wrongful acts and omissions individually, as an entity, and for each individual Party's Persons in connection with or related to this Agreement.

Section 5. Addison Authority; Entertainer Waiver.

A. Addison has the right to control and manage the Event and to implement and enforce its laws, codes, rules, standards, and policies in connection therewith. **Addison may, through its duly appointed representatives, remove any objectionable person(s) from the Event Site, and Entertainer WAIVES any claims for damages against Addison or any of its officers, agents or employees resulting from the exercise of this authority.** Addison may manage and control all parking facilities on the Event Site.

B. If any act or omission of Entertainer or any of Entertainer's officers, employees, agents, servants, contractors, subcontractors, or representatives are in direct and objective violation of, as determined by Addison in its reasonable discretion, any laws, ordinances, rules, or regulations of Addison (as made aware to entertainer), while Entertainer is on Addison's property (including, without limitation, the Event Site), or if Entertainer is in breach of any material provision of this Agreement, and Entertainer or any of Entertainer Persons fails or refuses to immediately correct the same upon oral or other notification by Addison, then Addison shall have the right to immediately terminate or postpone Entertainer's Program and performance and to terminate and cancel this Agreement, and in such event Entertainer shall not have any and hereby **WAIVES any and all claims of any kind whatsoever (including, without limitation, any claims for costs, damages, losses, or lost or anticipated profits) against Addison, its officials, officers, employees, representatives, agents, and volunteers arising from or out of such termination, cancellation or postponement,** and Addison shall not be required to compensate Entertainer under this Agreement and any compensation paid to or on behalf of Entertainer by Addison shall be promptly refunded by Entertainer to Addison.

1. Addison Code of Ordinances can be found by logging onto:
https://library.municode.com/tx/addison/codes/code_of_ordinances

C. Entertainer and Entertainer Persons shall not be under the influence of any illegal beverages, narcotics or drugs at any time while on Addison's property (including, without limitation, the Event Site). If any situation arises causing Entertainer or any of Entertainer Persons the inability to perform according to Entertainer or Entertainer's reputation, Entertainer shall provide a suitable replacement or agree to allow Addison to cancel or postpone Entertainer's Program and performance and terminate this Agreement. **In such event, and to the extent permissible by law, each Party shall not have and hereby WAIVES any and all claims of any kind whatsoever (including, without limitation, any claims for costs, damages,**

or lost or anticipated profits) against one another and any officials, officers, employees, representatives, agents, and volunteers arising from or out of such termination, cancellation or postponement. In such event Addison shall not be required to compensate Entertainer under this Agreement and any compensation paid to or on behalf of Entertainer by Addison shall be promptly refunded by Entertainer to Addison.

D. Since the essence of this Agreement concerns the specific individual(s) and the unique personality(ies) and talents of Entertainer, Addison will only pay the compensation specified in this Agreement if the entertainer performing is, in fact, the specific entertainer agreed upon. If in the case of a group, the entire group does not perform, or if the entertainer is not the Entertainer specified in this Agreement, payment of the compensation shall not be required unless Entertainer has notified Addison of the change in advance of the performance and Addison has agreed, in writing, to allow the group to perform with less than the entire group or with performers other than those contemplated when this Agreement was executed.

E. The Program dates and hours shall be those determined by Addison and may be modified by Addison, although Entertainer shall have a reasonable amount of time to set up the Program prior to its commencement and to tear down the Program after its conclusion. Set up and tear down shall be conducted in a manner such that other programs are not disturbed or inconvenienced. Addison reserves the right to regulate the hours of the Program and the Event.

Section 6. Indemnity; Waiver and Release; Risk Assumption.

A. **DEFENSE, INDEMNITY, AND HOLD HARMLESS. THE PARTIES, TO THE EXTENT PERMITTED BY LAW**, covenant and agree to **FULLY DEFEND** (with counsel at an hourly rate not to exceed \$350.00 per hour), **INDEMNIFY** and **HOLD HARMLESS** one another, and the elected officials, the officers, employees, agents, representatives, and volunteers of each party, individually or collectively, in both their official and private capacities, (each an "Indemnified Person" and collectively the "Indemnified Persons") from and against any and all claims, actions, causes of action, demands, losses, harm, damages, fines, penalties, liability, liens, expenses, lawsuits, judgments, proceedings, costs, and fees (including, without limitation, reasonable attorney fees and court costs), of any kind and/or nature whatsoever, made upon any Indemnified Person, whether directly or indirectly (the "Claims"), that arise out of, result from, or relate to (1) the activities of and performance by Entertainer at or in connection with the Event, (2) representations or warranties by either Party hereunder in connection with the Event, and/or (3) any other act or omission under or in performance of this agreement by either Party or any persons associated, involved, and/or participating with Entertainer in connection with the Event, including, without limitation, all owners, directors, partners, managers, officers, employees, representatives, agents, contractors, consultants, concessionaires, musicians, artists, and invitees of Entertainer, and their respective owners, officers, employees, directors, agents, representatives, and contractors (together, "Entertainers Persons"), at or in connection with the Event. **SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNIFIED PERSON, OR CONDUCT BY ANY INDEMNIFIED PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Each Party shall promptly advise one another, in writing, of any claim or demand against any Addison Person or Entertainer related to or arising out of either Party's activities hereunder and shall, to the extent permitted by law, see to the investigation and defense of such claim or demand at the Indemnifying Party's sole cost and expense. Each Party shall have the right, at the Party's option and own expense, to participate in such defense without relieving the Indemnifying Party of any of its obligations hereunder.

B. **WAIVER AND RELEASE; ASSUMPTION OF RISK.** Entertainer, for itself and the Entertainer Persons, do hereby **RELEASE, WAIVE, ACQUIT, FOREVER DISCHARGE** and **COVENANT NOT TO SUE** Addison Persons from any and all claims, actions, causes of action, demands, losses, harm, damages, penalties, liability, expenses, lawsuits, judgments, costs, and fees of any nature or kind whatsoever (together for purposes of this subsection, "Claims") which Entertainer or any of Entertainer Persons may sustain or incur in connection with, arising out of, or related to, in whole or in part, the Event, including, without limitation, any and all Claims for personal injury or loss to any person (including, without limitation, death) or damage to or destruction or loss of any property, however, **EXCLUDING ANY CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED BY THE ADDISON PERSONS'** (collectively or individually) **OWN GROSS NEGLIGENCE.**

As invitees of Addison, Entertainer and the Entertainer Persons **ASSUME THE RISK** of all conditions, whether dangerous or otherwise, in and about the premises of Addison (and including, without limitation, the risk of damage to or destruction of property or injury to or death of any person in or about the Event Site, other premises or property used in connection with the Event, or any adjacent premises or property owner or under the control of Addison) in connection with, arising out of, or related to the Event, and **WAIVE** any and all specific notice of the existence of any defective or dangerous condition in or about the said premises.

C. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

Section 7. Miscellaneous.

A. *Assignment.* Inasmuch as this Agreement is intended to secure the specialized services of Entertainer, Entertainer shall not and shall have no power or authority to sublet or assign, or otherwise transfer or convey, in any manner whatsoever (including, without limitation, by operation of law or otherwise), this Agreement to any other person, or any of the privileges, rights, duties, or obligations conveyed or set forth herein, except with the prior written approval of Addison. Any approved assignee or transferee approved in writing by Addison shall be subject to all the provisions and requirements of this Agreement.

B. *Release.* Without limiting any other provision of this Agreement, Entertainer hereby **RELEASES Addison, its officials, officers, employees, agents, representatives, and volunteers (both in their official and private capacities), from any claims, actions, demands, liability, loss, or other harm** for any loss or damage sustained by reason of any defect of any part of the water supply system, the sewage and drainage system, the gas system, electrical apparatus or wiring on the Event Site or on any other premises or bandstand, and for any loss or damage resulting from fire, theft, water, tornado, rain, snow, strikes, civil commotion or riot, or otherwise, unless caused by the gross negligence of Addison.

C. *Postponement, Cancellation of Event; Release.* Addison reserves and has the right, in its sole discretion, to postpone or cancel the Event and the Program for or as a result of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, inclement weather, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, act of God, or other reason of like nature (any such event or reason being a "Force Majeure Event"). **Without limiting any other provision of this Contract, including Compensation described in Section 2 and Section 7(H), should the Event be postponed or canceled due to a Force Majeure Event or for any other reason whatsoever, Entertainer hereby releases Addison, its officials, officers, employees, agents, representatives, and volunteers (both in their official and private capacities) from any and all liability, losses, harm, and claims for damages, and any other actions whatsoever, which result from such postponement or cancellation.**

D. *Copyrighted Material.* Entertainer hereby gives to Addison the permission and a license to use any copyrighted material, solely in the Program, to which Entertainer may own a right, subject to Addison's obligation to secure venue licenses through BMI/ASCAP/SESAC. **Without limiting any other provision of this Contract, Entertainer agrees NOT TO SUE Addison for any potential infringement thereof.**

E. *Inspection.* Addison may designate certain of its employees, officers or agents as inspectors and Entertainer agrees that the inspectors have the right, at any time and as often as Addison may consider necessary, to inspect any property, services or activities of Entertainer on the Event Site. Entertainer shall give the inspectors free access to any space used by Entertainer or under its control for the inspection and will, upon request of an inspector, operate any machinery, mechanical devices, or electrical appliances owned, maintained, or in the possession of Entertainer on the premises or operate any process or activities carried on by Entertainer. The police and fire departments or other authorized agents of Addison shall be given free access at any time to any space used by Entertainer or under its control, for the purpose of maintaining order and safety or of enforcing any governmental law, code, standard, policy, rule, or regulation, including, without limitation, any law, code, standard, policy, rule, or regulation of Addison.

F. *No Liability for Entertainer Property; Release and Waiver.* **Without limiting any other provision of this Agreement, Addison assumes no responsibility for any property placed on the premises of the Event Site by or on behalf of Entertainer, and Entertainer RELEASES Addison, officials, officers, employees, agents, representatives, and volunteers (both in their official and private capacities) from and WAIVES any and all claims, actions, or liabilities against Addison, its officials,**

P. *Agreement Understood.* Each Party hereto certifies that it has read this Agreement, has fully informed itself of its contents before signing it, and understands its terms and conditions. Each Party hereto certifies that in the case of any conflict or inconsistency between the terms of this Entertainment Agreement and any other agreement, contract, artist rider or addenda made a part hereof or made in addition hereto, the terms of this Entertainment Agreement shall govern and control.

Q. *Time of Essence.* Time is of the essence in this Contract and in each provision contained in it.

R. *Applicable Law; Venue.* The laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to this Agreement. Venue for any action under this Agreement shall lie exclusively in Dallas County, Texas, and each Party submits for all purposes to the jurisdiction of the courts thereof.

S. *Remedies Cumulative; No Waiver; Survival of Rights.* The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by either Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

T. *No Third Party Benefits.* This Agreement and each of its provisions are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

U. *Construction of Certain Terms; Headings.* Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Section and subsection headings are for convenience only and shall not be used in the interpretation of this Agreement. "Includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

V. *Authorized Persons.* The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

Pursuant to Texas Government Code Chapter 2270, Producer's execution of this Contract shall serve as verification that Producer does not presently boycott Israel and will not boycott Israel during the term of this Contract.

EXECUTED this 20 day of November, 2019 (the "Agreement Date").

TOWN OF ADDISON, TEXAS

By: _____
Wesley S. Pierson

Date: _____

Title: City Manager

Address: 5300 Belt Line Road
Dallas, Texas 75254

ENTERTAINER

By: _____
Missi Callazzo
Digitally signed by Missi Callazzo
DN: cn=Missi Callazzo, o=MI,
email=missi.callazzo@cor.worldso
n.com, c=US
Date: 2020.11.14 11:20:04 -0500

Name: Missi Callazzo

Title: manager

Date: 1/14/20

Address: 901 A Street San Rafael, CA 94901

Any updates to this rider or newriders issued following receipt of the fully executed contract shall be handled via mutual advance only.

THIRD EYE BLIND

One-Off 2018 Concert Rider

Booking Agent

Dave Tamaroff – WME - 9601 Wilshire Blvd Beverly Hills, CA 90210

Tel # 310.859.4404 DTamaroff@wmeentertainment.com

3EB Management

Missi Callazzo Mega Force Records

212-741-8881

missi@megaforcerecords.com

3EB Production Manager/Tour Manager

Kyle Wood

Cell: 615-806-3488

Email: kwood24@me.com

This is your advance contact for everything. (Including support)

3EB Business Management

Zeisler, Zeisler, Rawson & Johnson 901 A Street Suite C San Rafael, CA 94901

Tel # 415 451 1703 Att: Barry

This rider is for One Offs where THIRD EYE BLIND is not carrying production.

Thanks for booking THIRD EYE BLIND! Looking forward to a great show. – KW

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3EB

PRODUCTION REQUIREMENTS

1. PURCHASER REPRESENTATIVE

The Purchase will need to provide a promoter representative to be responsible for making decisions concerning but not limited to materializing expenses and disbursements. This representative will need to be at the venue one hour prior to load in and one hour after load out. This representative should be made available ~~solely~~ to the **ARTIST'S** representatives. Purchaser representative will be onsite and present but not solely for the purposes of the Artist.

2. BUILDING AVAILABILITY

PURCHASER and the venue must agree to have building open and available to the **ARTIST'S** production crew one (1) hour prior to load in and two (2) hours after load out. Per Advance and contingent on the overall festival schedule.

3. THE STAGE

a) **PURCHASER** agrees to provide for the stage requirements.

1. A sturdy, well-constructed and clean stage free of debris.

2. Storage areas for risers, pianos, additional sound, lighting equipment and dead cases.

b) ~~**PURCHASER** agrees to have back wall and front edge of stage, and sound wings masked in black.~~

c) ~~**PURCHASER** agrees that no advertisements or signs shall appear on the stage, in front of the stage or back of the stage. NO ADVERTISEMENTS ON THE STAGE PERIOD~~

The stage is a permanent structure that with wings is 80'x60' but the performance area is 40'x40'

~~The performance area of the stage should be 60ft wide x 40ft deep x minimum of 5ft and maximum 7ft high with a minimum 35ft of overhead clearance and capable of supporting 250lbs per square foot. The surface must be smooth and free of holes or protrusions. It must be positioned to take advantage of rigging points and conform to local fire code. If this requires moving hockey dashers or other obstacles to conform to fire law regulations, then it must be done prior to the stage call. The stage must be completely masked in Black.~~

Notwithstanding the foregoing, Purchaser expects these spaces to look exactly how they were presented to the Producer's touring party once the Producer has left the area(s) mentioned herein.

The stage setup is per advance and contingent upon available space based on permanent stage structure. This show is a festival engagement.

STAGE SIZE: ~~60'~~ wide x 40' deep x minimum of ~~5ft~~ and maximum 7ft high

MONITOR WING: Stage Left, 8' wide x 16' deep x ~~1' below stage height~~. If outdoors, wings must be completely covered from the elements with sidewalls.

GUITAR WING: Stage Right, 8 wide x 16' deep x ~~1' below stage height~~. If outdoors, wings must be completely covered from the elements with sidewalls.

TOTAL STAGE DIMENSIONS INCLUDING WINGS Space: 76' wide x 40' deep x minimum of ~~5ft~~ and maximum 7ft high. ~~Height to finalized during the advance.~~

LOADING AREA / TRUCK DOCK: Large enough to accommodate 2 trucks and truck dock height w/ramp up to stage.

Access Ramp for Equipment: Please ensure that there is a purpose built ramp for getting equipment ON and OFF Stage during the load in and load out. If this does not exist, please notify us immediately. Please do not assume that Truck Ramps may be used. Per Advance

STAIRS: Three (3) sets of stairs positioned U.S.L. & U.S.R, M.S.L. These stairs must be secured to the stage with handrails and must be well lit. Per Advance, contingent on final stage configuration for the festival and subject to the availability of the requested equipment locally and if it will safely fit on the permanent stage structure.

GARBAGE BINS: One general rubbish bin and one recycling garbage bin for glass, aluminum, and plastic placed on each side of the stage. Please have the same for the FOH mix area. Plenty of trash bins, with lids off, in the production load in and out area

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4. STAGE RISERS Per Advance.

ARTIST needs **TWO TOTAL (2)** 8 x 8 x 12" skirted risers for backline positions upstage. (See Stage Plot)

5. BARRICADE Barricade in front of the stage is bike rack.

a) **PURCHASER** to provide a barricade to secure the front of the stage area inclusive of pa wings, and any sound speaker stacks built on the floor, left and right of the stage. This barricade **MUST** be made of steel construction and freestanding. ~~Bicycle Rack and wood are not acceptable. Subject to production advance.~~

The Barricade needs to sit 6 ft from the down stage edge. The barricade must be of sturdy construction and properly maintained. ~~We recommend Stage Right, All Access and Mojo. Any barricade in front of PA stacks will need to be blow through.~~ Barricade needs to be set up 3 hours prior to doors. Barricade in front of the stage is bike rack.

b) In the event that an orchestra pit exists, the pit must be made accessible to the audience for seating and or standing. There are to be no obstructions on the stage prohibiting the audience's view of the **ARTIST**. We are striving for an informal and relaxed relationship with the audience and the **ARTIST**.

c) ~~**PURCHASER** & venue must agree to have the barricade removed immediately after the show.~~

6. CHAIR PLACEMENT Not applicable for this engagement.

~~The venue's floor must be kept clear of all obstacles for load in and load out. Any chairs on the floor must be removed prior to load in and immediately once the show is over.~~

The FOH Mix location and size is contingent on the setup of the festival grounds and will be done so based on the needs of the festival. The specific size of footprint requested herein by the Artist may not be accommodated but space will be made to accommodate the Artist's equipment.

7. MIX POSITION
THE MIX POSITION MUST BE CENTERED TO THE HOUSE, NO EXCEPTIONS.

The mix position placement will be dealt with in advance as to where the position will obstruct the least amount of seats. We will accommodate fire aisles, etc. Total audio FOH Mix area is twelve foot wide x eight foot deep and placed on the floor or lowest height possible (12'W x 8'D x 0'H). Mix will be placed no less than 75ft and maximum of 100ft from the down stage edge. Lighting riser dimensions of twelve foot wide x eight foot deep x minimum of one foot high (12'W x 8'H x min of 1'H) to be placed behind the sound position. Mix positions are to be properly barricaded, ~~utilizing BLOW THROUGH barricade positioned 2ft from the sound console to allow security personnel access, and sides and back surrounded~~ by bike rack. One general rubbish bin and one recycling garbage bin for glass, aluminum, and plastic placed on each side of the stage.

8. LABOR REQUIRMENTS Labor requirements are per advance, contingent on budget and subject to the availability in the local Addison, Texas area.

a) All calls and times are sorted and confirmed by **ARTIST'S** Production Manager. Any and all working personnel involved with the show must remain drug and alcohol free. Anyone caught drinking alcohol or under the influence of an illegal substance must be removed immediately from their post.

b) **PURCHASER** agrees that all stagehands will be under the direction of **ARTIST'S** ^{and Purchaser's} Production Manager. For no reason shall these hands be used for any other purposes unless authorized by Production Manager

1) Load In

All Local Crew/ Stagehands are for the dedicated use of **ARTIST** equipment ~~only~~.

Any crew required for local audio or lighting must be in addition. Stagehands must be able to unload trucks and touch all gear.

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- Labor requirements are per advance, contingent on budget and subject to the availability in the local Addison, Texas area.
- a) **Crew Breakdown**
 Six (6) total hands that can unload trucks and touch all gear. Including working heads and fly man.
 If strict Union: We need to add additional labor
 1 x House Electrician/ Generator Operator
 6 x Hands- including heads and flyman
- b) One (1) Production Runner all day.
 c) One (1) house lighting tech
 d) Two (2) house audio technicians

- Labor requirements are per advance, contingent on budget and subject to the availability in the local Addison, Texas area.
- 2) **Show Call**
 a) Two (2) Stagehands
 b) One (1) Electrician / Houselights
 c) One (1) house lighting tech
 d) Two (2) house audio technicians

- Labor requirements are per advance, contingent on budget and subject to the availability in the local Addison, Texas area.
- 3) **Load Out**
 a) Six (6) total hands that can unload trucks and touch all gear. Including working heads and fly man.
 If strict Union:
 1 x House Electrician/ Generator Operator
 6 x Hands- including heads and fly man.

9. LIGHTING REQUIREMENTS Festival lighting plot will be provided to the Artist Production Manager during the advance.
~~ARTIST carries NO lighting components PURCHASER needs to a complete moving light package to be flown on 2-40' foot sticks of double hung rigging truss per artist rig plot or locations, minimum 6 Spot/Profile fixtures to be placed on the downstage truss, moving light floor package, LOTS of audience blinders. Lighting console MUST be Grand MA2 Series, Full size or Lite only. Please provide all lighting plots and paperwork during Production Advance. **3eb USES HEAVY STROBE LIGHTING. PLEASE POST IN YOUR VENUE FOR PATRONS KNOWLEDGE.**~~

10. FOLLOW-SPOTS
 Doesn't require follow-spots

11. RIGGING REQUIREMENTS
 N/A

12. AUDIO REQUIREMENTS Festival audio specs will be provided to the Artist Production Manager during the advance.
 Artist requires purchaser to provide all FOH control and effects, full monitor system including IEM's, all stands, cables, and audio PA (stacks, racks and processing for the PA) to adequately cover audience area up to 125db. ****ALL XLR's, SNAKES, SUBSNAKES, MULTICORES AND SPLITER MUST BE CHECKED BEFORE ARRIVAL TO INSURE THAT EVERYTHING IS IN WORKING ORDER.**

13. BACKLINE REQUIREMENTS Backline is Artist responsibility.
~~Artist requires purchaser to supply any and all backline requirements if needed.
 **Backline rider to be included as attachment with this tech rider if applicable~~

14. POWER Power requirements are per advance and contingent on the total load of the equipment needing power.
 The production requires four (4) completely separate power services for the exclusive use of the TOUR. The voltage should not vary or fluctuate more than five percent (5%) and the power supply should have

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adequate fusing, spare fuses, and comply with local regulations. Light and Audio power must have earth/mechanical grounds and separate neutrals. All power supplies must not be more than 50ft from the stage. Power cannot be disconnected at any time without permission of the PRODUCTION MANAGER and must remain on after performance until the PRODUCTION MANAGER gives permission to shut it off. PURCHASER agrees to pay for any damages to Artist's equipment caused by voltage fluctuation or faulty voltage. To be advanced with production manager.

Sound 1 x 200 AMP 120/208 volts Three Phase – WYE Power Service within 100 feet of downstage left for connection on bare end tails or Camlock with isolated ground.
Lighting: 1 x 400 AMP 120/208 volts at Three Phase within 150 feet of upstage right for

15. PRODUCTION RUNNERS:

Runner is not permitted to purchase alcohol on behalf of the Artist. No exception.

~~ARTIST requires one (1) dedicated Production Runners – must be of legal age to purchase alcohol: sober, English-speaking with valid driver's license, cell phone, previous experience with a good local knowledge of the hotel, and venue / festival location, as well as the location of local music and hardware stores. This runner will be under the sole direction of the ARTIST PRODUCTION COORDINATOR and is to have no other duties beyond what is required by the TOUR. This runner may be required to transport the ARTIST. This runner must be available to ARTIST personnel from time of load in to the completion of load out. One (1) runner will need to have a mini-van or SUV size vehicle. If the runner is transporting the ARTIST or ARTIST'S staff, no additional passengers will be allowed. Transportation will be required as directed by the ARTIST'S Production Coordinator. The runner must be available first thing in the morning to take crew laundry to a suitable establishment.~~

Festival runners will be provided but not specifically designated to any particular Artist/group

16. PARKING

Shore power will NOT be provided.

PURCHASER agrees to provide a secured, well-lit parking area will be required within the immediate venue area for ARTIST vehicles. PURCHASER must have all the necessary arrangements regarding local parking and police permits if loading area and parking is off venue property. This area needs to be secured at least two hours prior to load in and 2 hours after the show.

Parking for Producer/Artist vehicles are reserved for only those in the touring party and considered essential personnel. No other personal vehicles and/or vehicles from anyone outside the touring party will be allowed into reserved parking areas. All guests will be subject to the nominal parking fee, if charged.

17. CAR SERVICE & AIRPORT TRANSPORTATION

~~If for any reason, the runner cannot transport the ARTIST and/or at the request of the TOUR MANAGER, the PURCHASER MUST provide a professional, licensed, chauffeur car service at no cost to the ARTIST.~~

In the event ARTIST and entire staff are flying into the country all transportation to be provided by the PURCHASER. ARTIST production manager will confirm if ARTIST is flying into the show during the advance. This includes all airport and show transportation including airport to hotel, hotel to festival / venue with return, and hotel to airport. All shuttles are to be made by a ~~first class~~ / professional transportation / car service. Number and types of vehicles required will be advanced by ARTIST production manager and production coordinator, but this is the standard requirements. 1x15 passenger van for the band party, 1x15 passenger van for crew party, and 1 x luggage / cargo van empty of all benches.

Purchaser to provide reasonable and industry standard local ground transportation. Local ground is defined as hotel/venue, venue/hotel by professional car service. Hotel MUST be within the Addison, TX area to qualify for local ground transportation provided by the Purchaser. Specific types and number of vehicles needed to supply ground transportation (separate from the runner) will be at the sole discretion of the Purchaser and Purchaser's professional car service contractor with consultation from the Artist production manager/coordinator.

18. CREDENTIALS

~~ARTIST will supply all necessary credentials for the engagement. All tour personnel will wear permanent plastic laminated passes. These passes have the highest authority. No local passes should be issued without approval of ARTIST'S Tour Manager. ARTIST'S representative will issue all local personnel proper credentials. Unless confirmed by ARTIST'S Tour Manager no local house passes will be accepted. Please provide ARTIST'S Representative with a pass list ASAP upon arrival of venue. This list should include all working, fire marshal, runners, house staff, promote staff, operations, caterers etc.~~

All access credentials will be distributed and managed at the sole discretion of the Purchaser. Artist will be provided with enough AAA credentials for those in the touring party (essential personnel). No guests are permitted into backstage/credentialed areas without expressed consent from the Purchaser (or designee).

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19. SECURITY

ALL PATRONS MUST EITHER BE WANDED OR GO THROUGH A METAL DETECTOR TO ENTER INTO VENUE. ABSOLUTELY NO BACKPACKS. WOMEN ARE ONLY PERMITTED TO CARRY IN A SMALL, MONEY BAG SIZE, PURSE. NO EXCEPTIONS WHATSOEVER!!!

Festival attendees will go through Purchaser's standard screening procedure which includes wand prior to entry.

All security deployments and briefing instructions are at the sole discretion of the Purchaser. Purchaser will provide all access credentials for the festival. The **PURCHASER** shall guarantee proper security at all times to ensure the safety of the **ARTIST**, auxiliary personnel, instruments, all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and FOH mixing area & consoles. Security protection is to commence upon arrival of the **ARTIST** at the venues, until all equipment is repacked into transportation and **ARTIST** personnel have left the premises. ~~If any damages are caused to the **ARTIST'S** gear at the aforementioned venue because of theft, unconditioned power, improper power conversion, unstable table / riser, or any other reason not directly involving the **ARTIST**, it is the sole responsibility of the **PURCHASER** to pay 100% of damages within 30 days of occurrence.~~ Pursuant to the language mutually agreed to in the aforementioned agreement.

~~The **PURCHASER** shall protect and secure all of **ARTIST'S** personnel and their belongings, both owned and leased for the tour, in all areas, including but not limited to the following:~~

- ~~• All Dressing Room Areas~~
- ~~• All Catering Areas~~
- ~~• Stage, Band and Equipment areas~~
- ~~• FOH Mix areas~~
- ~~• Equipment access and storage areas~~
- ~~• Trucks, buses and any areas where show vehicles will be parked~~
- ~~• **Artist bus to have security presence from arrival thru departure**~~

~~The quantities and roles of all Security personnel should be discussed with and determined by the **ARTIST** Production Manager in advance of the show. Volunteer security is not acceptable.~~

Mixer

~~We require one (1) security personnel at the mixer location before doors open until after the audience has left the venue.~~

Backstage/Stage

- ~~• These positions must be covered 15 minutes prior to doors.~~
- ~~• Two (2) persons on either side of the stage controlling access points.~~
- ~~• Six (6) people in front of the stage for crowd control. TBD~~
- ~~• One (1) person at all access points into the backstage area~~
- ~~• **ARTIST** Dressing Room needs one person at each door at ALL TIMES when the band is on site.~~

Catering

~~One (1) person at catering from 15 minutes prior to lunch through dinner teardown. Immediately after the **ARTIST'S** set, no one other than production/tour personnel should have access to any backstage room for 20 minutes after the set has ended or until notified by the **ARTIST** Production Manager~~

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The load-in/setup and soundcheck of the Artist's performance will be as closed as an open air field with no sound barriers will allow given the circumstances and limitations of the performance venue. Venue will be closed to non-essential personnel during Artist soundcheck.

Sound Check

No members of facility staff or members of the audience will be allowed to enter the place of performance until the sound check is complete.

Approximately one and a half (1.5) hours prior to doors there will be a brief meeting between the venue's Head of Security and **ARTIST** Tour Manager

20. AIR CONDITIONING AND HEATING Venue is outdoors and thus climate control is not applicable. The green room spaces will be temperature controlled.

- ~~a) Its essential during the summer months to have air conditioning turned on during load in and the load out.~~
 - ~~b) Its essential during the winter months to have the heating system turned on 24 hours prior to load in.~~
- The same heating system must stay on during load in and load out with the exception of ice hockey arenas.

21. HOUSE LIGHTS

ARTIST Production Manager shall control the cueing of the house light in relation to the show via clear com or tour provided radio. The **PURCHASER** will make arrangements for all lights not required by the local safety ordinances to be turned off during the performance.

22. PRODUCTION / ADVANCE CONTACT

PRODUCTION MANAGER:

PRODUCTION ADVANCE, DAY OF SHOW

PRODUCTION CONTACT

Kyle Wood

Cell: 615.806.3488

E: Kwood24@me.com

TOUR MERCHANDISER

*****House will sale if applicable***

Purchaser is permitted to charge a nominal fee in the event the Artist needs someone to assist with the sales of Artist specific merchandise
Artist sells; CD/DVD 100.00% of proceeds to ARTIST. Festival to provide space and table.
Artist sells; T-Shirts/Soft: 85% of proceeds to ARTIST. Festival to provide space and table.

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3EB
PRODUCTION DOCUMENTS

- 1) Lighting**
- 2) FOH/MON CONTROL - FOH SOUND PREFERENCES**
- 3) BACKLINE – sent separately**
- 4) Stage PLOT**

THANK YOU FOR TAKING THE TIME AND REVIEWING EVERYTHING THOROUGHLY. OUR PLEASURE.

PLEASE CONTACT ME AS SOON AS POSSIBLE WITH ANY QUESTIONS, ISSUES, OR CONCERNS.

LOOKING FORWARD TO THE SHOW. US TOO.

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All audio equipment will be per advance, contingent on what the festival is providing and subject to the availability of the specifically requested gear in the local Addison, TX area.

3eb - FOH/MON Control/IEMS/Drum Sub

FOH Console Preferences:

- 1st choice – Avid S6L with waves grid server
- 2nd choice - Avid Profile must have 4 DSP card
- Subs on an AUX send
- 1/8 input for house music
- Switchable shure sm58

MON

- 1st choice – Avid S6L (must have 16 outputs)
- 2nd choice - Avid Profile (must have 2 output cards)
- All patch master W1 connections to stage rack in monitor world.
(See input/patch list)
- Eight (8) IEM wireless monitors with 10 body packs, combiner & helical antenna

(Shure PSM 1000's only)

*****Please have all RF networked together through a switch so shure wireless workbench can be used to coordinate all frequencies.***

- 3eb carries a complete mic/di package

- Clear Com to FOH with beacon
- (1) Wireless Mic for Announcer/MC – Shure UR4D w/58 capsule.

MON OUTPUTS:

- 1 and 2 SR GTR - Kryz R
- 3 and 4 DSC - Stephan J
- 5 and 6 SL BASS - Alex LeCav
- 7 and 8 USR KEY - Colin Holbrooke
- 9 and 10 USL DRM - Brad H
- 11 and 12 SR TECH - Joe
- 13 and 14 SL TECH - Danny
- 15 and 16 CUE - Mons

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All audio equipment will be per advance, contingent on what the festival is providing and subject to the availability of the specifically requested gear in the local Addison, TX area.

FOH Sound Preferences to be advanced with 3EB Production

PA Must be set up and working prior to load in.

- 1st choice - L-Acoustics (K-2 or K-1)
- 2nd choice - D&B (J-Series, Q-Series)
- 3rd choice - Meyer Leo over Lion
- 4th choice - JBL VTX or VerTec 4888/4889

Lake Control analog in setup Left/Right/Sub/Front fill

No Proprietary boxes.

Flown Subs preferred over ground stacked (usually limited by structure)

4-8 front fill (band all in-ears need to cover well)

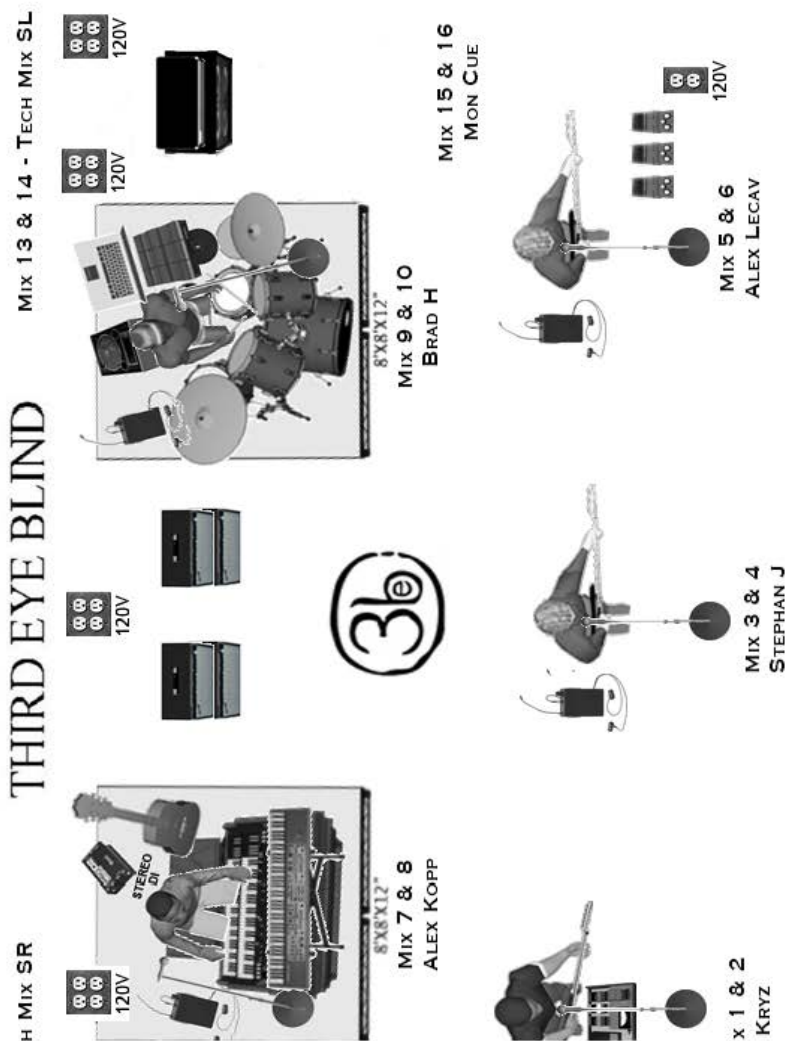
PA flown downstage as far as possible

Main concern is enough PA to cover the room adequately. Must cover every seat in the venue.

Mix position preferred at 90' center of room or less in typical room.

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3eb – Stage Plot



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All dressing room/catering is per advance, contingent on budget and subject to the availability of specifically requested products in the Addison, TX area.

3eb DRESSING ROOM RIDER/CATERING REQUIREMENTS/AFTERSHOW FOOD

3eb Dressing Room Requirements: Backstage accommodations are per advance and subject to the rooms that are available in the Addison Conference and Theatre Centre. Producer acknowledges this is a festival billing so space will be limited.

BACKSTAGE ACCOMMODATIONS: Purchaser will provide the following rooms for the Artist, Artist's Touring Musicians, Touring Staff, and any Support Acts that may be on the bill. ALL rooms should be furnished with tasteful furniture, consisting of couches, chairs, tables and full-length mirrors. ALL rooms should be carpeted, well lit (though not exclusively with fluorescent lighting), heated and/or air conditioned, close to the backstage area and have convenient and numerous power outlets. Bathroom/lavatory facilities must be clean, conveniently located, and have a good supply of soap and hand towels in them. ~~Keys should be made available to Artist's Production Managers upon request for all Dressing Rooms.~~ The Artist's Production Managers will designate the rooms on the morning of load in.

a) **THIRD EYE BLIND BAND DRESSING ROOM (A):** One (1) room capable of holding 8 persons comfortably, carpeted and heated, with bathroom facilities attached or adjoining. WiFi, 1 Full Length Mirror, 1 Cloths Rack, One Clothes Steamer & 2 Electrical Sockets. Third Eye Blind Band Dressing Room requests are per advance.

b) **STEPHAN JENKINS DRESSING ROOM (B)** One (1) room capable of holding 8 persons comfortably, carpeted and heated/AC, with bathroom and shower facilities attached or adjoining. (1) Large Couch (1) Small Couch (6) Chairs (1) Full Length Mirror, (1) 6 foot table and at least (2) Electrical Sockets & WiFi Backstage accommodations are per advance and subject to the rooms that are available in the building designated as the green room/hospitality area (Addison Conference and Theatre Centre).

c) **TOUR PRODUCTION OFFICE:** One (1) large rooms for the sole use of the Artist's Production Staff. Tables for conducting business, along with chairs should be furnished by the Purchaser. This room should be located in the backstage area. This room is to one

d) **CATERING ROOM:** One (1) room for the purpose of dining will be required for the Touring Party. ~~This room must seat at least 30 persons at one time, with proper tables and chairs.~~ Backstage accommodations are per advance and subject to the rooms that are available in the building designated as the green room/hospitality area (Addison Conference and Theatre Centre).

~~****Have all dressing room hospitality set by 3pm day of show.**~~ Hospitality time will be set per advance.

All catering is per advance, contingent on budget and subject to the availability of specifically requested products in the Addison, TX area.

Buyout Option: A buyout is generally **not** preferred, but in some cases, may make the most sense! If this is the case for your event, then please arrange with tour manager well in advance of date to arrange a buyout for the tour.

The attached meal information is designed for the tour personnel only and does not include numbers for any local hands, volunteers, promoter or venue staff. If it is necessary to feed local crew, this will be discussed at the show advance. Please add to our numbers should you need to feed all these folks, and please feed them in a separate area to avoid backstage traffic.

The number of meals provided is contingent upon the arrival time of the Artist to the venue.

1. **Portions:** Our basic personnel are typically 5 people for breakfast, 11 people for lunch, and 11 people for dinner. If you wish to feed your staff (other than runner), you will need to add to this number to do so. Please provide ample portions consisting of healthy food throughout the day, without limiting portion size. **These are hungry, hard working crew who deserve (and need) to eat.**

All catering is per advance, contingent on budget and subject to the availability of specifically requested products in the Addison, TX area.

2. **Length of meals:** Meals should be served and kept warm for 2-3 hours per meal to allow time for all personnel to find time to eat. Ideally, food would be available continuously as the crew works continuously!

All catering is per advance, contingent on budget and subject to the availability of specifically requested products in the Addison, TX area.

3. **Type of Menu:** We like to eat healthy + flavorful meals, with an emphasis on grilled meat and vegetables **with options for 2 vegans**. Please limit the amount of fried foods + overbearing sauces used in the meals provided. While we have provided a suggested menu below, we are definitely open to suggestions from the venue, **but please advance menu with Tour Manager**. All meals MUST be hot meals.

4. Dietary Restrictions:

—We have one vegetarian + one vegan on our crew. Please make sure to accommodate.

—No olives or red/green peppers in food, please

—Please use organic, grass-fed meats!

—Gluten-free options should be included wherever possible!

AFTER SHOW FOOD

Please have 3-5 menus for local restaurants where we can order after show food. The bands personal assistant will place the order for after show food right before the band's set so the runner can pick it up to be at the venue by the time the band comes off stage. After show food will only be provided for 3EB band and crew totaling 10 people.

After Show Food is the financial responsibility of the Artist.

(B) 3EB Dressing Room # 2 (SJ's) All items are per advance, contingent on budget and subject to the availability of specifically requested products in the Addison, TX area.

1 x lighted magnifying make up mirror

~~1 x bottle of Listerine~~

4 x bottles of Essentia water

Toiletries will not be provided for bus dates.

1 x hand sanitizer

~~1 x medium toothbrush~~

~~1 x travel size toothpaste~~

(C) Stage All items are per advance, contingent on budget and subject to the availability of specifically requested products in the Addison, TX area.

8 x Black stage towels

8 x Medium size Fiji waters

6 x assorted Gatorade's

(D) FOH Cooler All items are per advance, contingent on budget and subject to the availability of specifically requested products in the Addison, TX area.

2 x Starbucks double shot espresso

4 x bottled waters

2 x Gatorade

All backline is the responsibility of the Artist.

~~THIRD EYE BLIND Backline Requirements~~

~~Any questions please contact~~

~~Kyle Wood 615 806 3488~~

~~Kwood24@me.com~~

~~Drums: on a 8x8x1 riser~~

~~(1) DW 16x22 Bass Drum (Remo Powerstroke 3 head)~~

~~(1) DW 13" Rack tom (Remo Pinstripe head)~~

~~(1) DW 16" Floor Tom (Remo Pinstripe head)~~

~~(1) DW 18" Floor Tom (Remo Pinstripe head)~~

~~(1) DW 14 x 6" Wood Snare (Remo controlled sound head)~~

~~(1) Set 14" Zildjian Quickbeats hi hats~~

~~(1) 20" Zildjian K Ride~~

~~(1) 19" Zildjian A Crash Cymbals~~

~~(1) 18" Zildjian A Crash Cymbals~~

~~(1) DW5000 Double Bass Drum Pedal~~

~~(1) DW7000 Drum Throne (no contoured seats)~~

~~(4) DW5000 Cymbal Stands MUST BE BOOM~~

~~(2) DW5000 Snare Stand~~

~~(1) DW5000 Two Legged Hi-Hat Stand~~

~~(1) High Power Fan~~

~~(1) 8'x8' drum rug~~

~~*Bass drum head must be a solid color, prefer white. No logos *Drum kit must be a solid color; no ugly swirls or tie-dye nonsense.~~

~~Guitars Amps:~~

~~(2) Vox AC30 2x12~~

~~(2) 4x12 Matching Cabinets~~

~~(2) 3' Speaker Cable~~

~~*If you do not have these specific amplifiers, please send a list of what you do have.~~

Guitars:

- ~~(1) Gibson Acoustic Guitar J45 (Hummingbird will work as alternative)~~
- ~~(1) Gibson ES335 – (w/Schaller strap locks and pick-guards. MUST!)~~
- ~~(1) Gibson SG – w/Schaller strap locks and pick-guards. MUST!)~~
- ~~(1) Fender Telecaster Standard (w/Schaller strap locks. MUST!)~~
 - ~~– Must have Single Coil pickups.~~
- ~~(4) Gibson Les Paul (w/Schaller strap locks and pick-guards. MUST!)~~
 - ~~– Standard.~~
 - ~~– Traditional.~~
 - ~~– Classic.~~
 - ~~– Custom.~~

~~(2) 8-Space Ultracase Guitar Boats~~

Bass:

- ~~(1) American Fender 4 string Jazz Bass (w/Schaller strap locks and pick-guards. MUST!)~~

Keyboards: on a 8x8x1 riser

- ~~(1) 88 Key Roland RD 700 Weighted key Digital Piano~~
- ~~(1) M Audio Axiom Pro 49 keyboard (backup)~~
- ~~(1) X Frame Double Brace Keyboard Stands w/tier~~
- ~~(1) X Frame Single Brace Keyboard Stand~~
- ~~(1) Drum Throne (Flat circle, no-contoured seats)~~

Misc:

- ~~(4) Single space guitar stands~~
- ~~(2) Fans~~

officers, employees, agents, representatives, and volunteers (both in their official and private capacities) for any loss, injury or damage to persons or property or any other harm whatsoever that are sustained by reason of the occupancy of the Event Site under this Agreement, unless such loss, injury or damage is reasonably foreseeable and would not have been caused but for the negligence or willful misconduct of Addison or Addison Persons. Any watchmen or other protective service desired by Entertainer other than that provided by Addison must be arranged for by special agreement with Addison.

G. *Entertainer's Failure to Appear, Perform; Return of 50% Deposit.* If Entertainer should fail to appear and perform as scheduled for any reason (except by force majeure, or a bona fide medical emergency, confirmed to Addison in writing by a medical doctor licensed to practice medicine in any state of the United States), it is agreed that damages to be suffered by Addison would be difficult or impossible to determine. The Parties hereby agree that in such an event Entertainer will return the 50% deposit required by section 2 of this Agreement, not as a penalty but as reasonable measure.

H. *No Representations Regarding Event Preparation.* Entertainer agrees that no representations have been made by Addison or by any of its officials, officers, employees, agents, representatives, or volunteers that the preparation of the Event Site will be advanced to any particular stage upon any particular date or that any warranty is being made as to the opening date of the Event. It is understood that Addison is making every reasonable effort to proceed with the preparation and construction of the Event site so that the Event will open as scheduled; and that Entertainer will have a reasonable period of time on the date of the Program for the preparation of the Program. **If the Event or any portion thereof does not open as scheduled or at all, Addison will, in good faith, make every effort to reschedule the Event. If the Event cannot be rescheduled, Addison will pay Entertainer the guarantee as per Section 2 herein (but with no additional penalties).**

I. *Use of Photographs, Images.* The Entertainer does hereby grant permission to Addison to use photographs or images of the Program, as approved by Entertainer in each instance, in advertising, publicity or promotion of Addison at no payment or remuneration to the Entertainer.

J. *Removal of Entertainer Property.* All property of the Entertainer shall be removed from the Event Site no later than 6 hours after the Program time designated in Section 3 (the "Time of Removal") or prior to the Time of Removal in the event of termination of this Agreement. Band members will not be allowed backstage after Time of Removal. If any part of the Entertainer's property is not vacated at or before the Time of Removal or within a reasonable time following the termination hereof, then Addison is authorized to remove from the Event Site and store, without resorting to any legal proceeding and at the sole expense of the Entertainer, all property occupying a portion of the Event Site and shall not be liable for any damage to or loss of any property sustained during its removal and storage.

K. *Nonexclusive Agreement.* Entertainer acknowledges and understands that the privilege to provide services for and/or in connection with the Event granted herein is nonexclusive.

L. *Addison Rules, Regulations.* This Agreement is subject to any and all rules and regulations imposed by Addison or its authorized representatives.

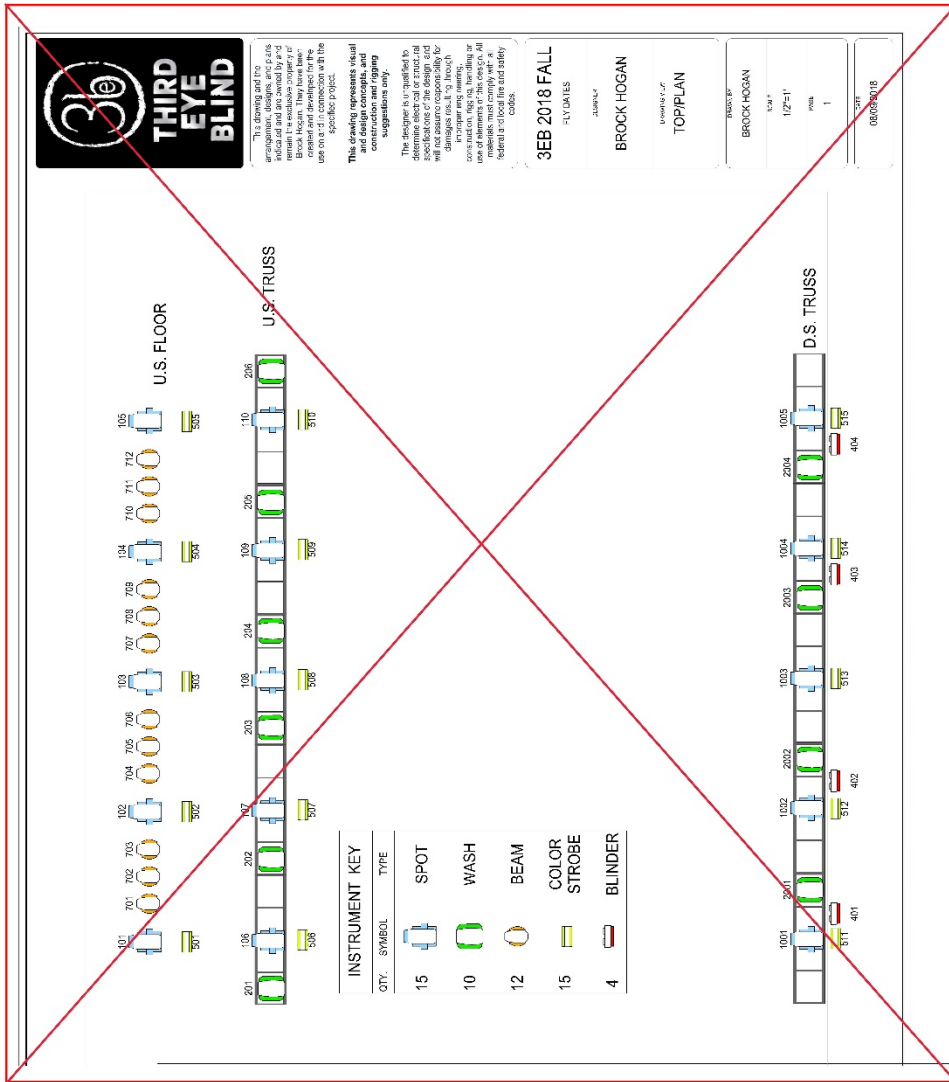
M. *Notices.* All notices provided for or permitted under this Agreement shall, unless otherwise provided for herein, be in writing and shall be delivered personally, or sent by certified or registered U.S. mail, postage prepaid and return receipt requested, to the Party to be notified, at the address for such Party set forth below (and such notices shall be deemed effective upon receipt).

N. *Entire Agreement.* This Agreement contains the entire agreement of Addison and Entertainer and may not be amended, modified or altered without express written consent of the Parties.

O. *Severability.* If any paragraph, provision, sentence, clause, or any other part of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

PLEASE CONTACT BROCK HOGAN WITH ALL LX QUESTIONS
Cell - (208) 921-1583 email - brock.hogan@me.com
****LX Console must be a grandma 2 full size or lite**

Console is contingent upon what is being provided for the festival lighting plot. Artist lighting plot will not be followed.
 Festival lighting plot will be provided to the Artist Production Manager during the advance.



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3EB DRESSING ROOM HOSPITALITY

(A) 3EB Dressing Room # 1 – Most of these items can be found at a Whole Foods or similar Health Food Store.

ALCOHOL

~~2 x bottles of Veuve Clicquot~~

~~1 x bottle of Nigiri Sake~~

~~1 x 12-pack of Coors Light~~

~~1 x 12-pack of Sapporo~~

~~2 x 12-pack of white claw variety pack (seltzer w/alcohol) *citrus preferred~~

~~1 x bottle of Sauvignon Blanc (Kim Crawford or Oyster Bay preferred)~~

~~1 x bottle of Cabernet Sauvignon~~

As a State Agency, Purchaser is prohibited from purchasing alcohol. Alcohol is allowed to be consumed in pre-approved areas only and must be discussed per advance. Absolutely NO GLASS BOTTLES are allowed on stage at any time.

BEVERAGES

All beverages are per advance, contingent on budget and subject to the availability of specifically requested products in the Addison, TX area.

1 unsweetened Almond milk

1 x quart whole milk

4 x low sugar, cold pressed green juices. (preferably Trader Joe's Brand)

2 x bottles kombucha (1 original / 1 mix flavor)

1 x large cold brew coffee or 6 small cold brew coffees

5 x bottles of Essentia water (or similar)

4 x bottles of Topo Chico mineral water -if unavailable, La Croix or Perrier will do.

1 x Package of nice coffee cups

FOOD

All food is per advance, contingent on budget and subject to the availability of specifically requested products in the Addison, TX area.

2 x bag of Justin's Peanut Butter Cups

1 x bag of tortilla chips

1 x container of guacamole

1 x jar/pint of salsa (hot)

1 x fresh baguette

1 x brie cheese

1 x small jar of local honey

4 x Greek Yogurt (low fat) - Siggis

1 x bag of lightly salted almonds

1 x bag of cashews

2 x lemons

OTHER

All items are per advance, contingent on budget and subject to the availability of specifically requested products in the Addison, TX area.

1 x Hot Water Kettle

1 x Tea setup

1 x Clothes Steamer

1 x container of orbits gum

Per Advance

THIRDEYEBLIND

Updated: 11/15/19

| Channel | Instrument | Mic | Mfr. | Location | Stands |
|---------|-----------------------|---------------|---------------|------------|-------------|
| 1 | Kick In | Beta 91 | Shure | Drum Riser | n/a |
| 2 | Kick Out | Beta 52 | Shure | Drum Riser | Short Boom |
| 3 | Snare Top | M201 | Beyer-Dynamic | Drum Riser | Short Boom |
| 4 | Snare Btm | e609 | Sennheiser | Drum Riser | Short Boom |
| 5 | Hats | e609 | Sennheiser | Drum Riser | Short Boom |
| 6 | Rack | Beyer TG D58C | Beyer-Dynamic | Drum Riser | Clip |
| 7 | Floor 16" | Beyer TG D58C | Beyer-Dynamic | Drum Riser | Clip |
| 8 | Floor 18' | Beyer TG D58C | Beyer-Dynamic | Drum Riser | Clip |
| 9 | RIDE | KSM 137 | Shure | Drum Riser | n/a |
| 10 | OH L | SR 25 | Earthworks | Drum Riser | n/a |
| 11 | OH R | SR 25 | Earthworks | Drum Riser | n/a |
| 12 | SPDS L | J48 DI | Radial | Drum Riser | n/a |
| 13 | SPDS R | J48 DI | Radial | Drum Riser | n/a |
| 14 | Bass Dry DI | J48 DI | Radial | DSL Pedals | n/a |
| 15 | Bass FX DI | J48 DI | Radial | DSL Pedals | n/a |
| 16 | GTR SR L - Kryz | XLR | Kemper | Stg Right | n/a |
| 17 | GTR SR R - Kryz | XLR | Kemper | Stg Right | n/a |
| 18 | GTR SR B-UP - Kryz | XLR | Kemper | Stg Right | n/a |
| 19 | GTR SL L - SJ | XLR | Kemper | OFF SL | n/a |
| 20 | GTR SL R - SJ | XLR | Kemper | OFF SL | n/a |
| 21 | GTR SL B-UP - SJ | XLR | Kemper | OFF SL | n/a |
| 22 | GTR Keys L - Colin | XLR | Kemper | Key Riser | n/a |
| 23 | GTR Keys R - Colin | XLR | Kemper | Key Riser | n/a |
| 24 | GTR Keys B-UP - Colin | XLR | Kemper | Key Riser | n/a |
| 25 | Acoustic DI | RNDI | Neve | OFF SL | n/a |
| 26 | Piano L | J48 DI | Radial | Key Riser | n/a |
| 27 | Piano R | J48 DI | Radial | Key Riser | n/a |
| 28 | Synth L | J48 DI | Radial | Key Riser | n/a |
| 29 | Synth R | J48 DI | Radial | Key Riser | n/a |
| 30 | Pad L | J48 DI | Radial | Key Riser | n/a |
| 31 | Pad R | J48 DI | Radial | Key Riser | n/a |
| 32 | Click | J48 DI | Radial | Key Riser | n/a |
| 33 | SR Vox Gtr | M80 | Telefunken | Stg Right | Tripod Boom |
| 34 | C Vox | M80 | Telefunken | C Stage | Round Boom |
| 35 | Spare Vox | M80 | Telefunken | C Stage | n/a |
| 36 | SL Vox Bass | M80 | Telefunken | Stg Left | Tripod Boom |
| 37 | Piano Vox at Piano | M80 | Telefunken | USR | Tripod Boom |
| 38 | Piano Vox at Gtr | M80 | Telefunken | USR | Tripod Boom |
| 39 | SL Tech Tuner | J48 DI | Radial | OFF SL | n/a |
| 40 | Aud Mic L | C214 | Shure | DSR | Short Boom |
| 41 | Aud Mic R | C214 | Shure | DSL | Short Boom |
| 42 | | | | | |
| 43 | | | | | |
| 44 | | | | | |
| 45 | | | | | |
| 46 | | | | | |
| 47 | FOH Talkback | SM 58 | Shure | FOH | |
| 48 | Mon Talkback | SM 58 | Shure | MONS | |

Any questions please contact:

Kyle Wood TM/PM

615-806-3488

kwood24@me.com