

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ENTERTAINMENT AGREEMENT BETWEEN THE TOWN OF ADDISON AND DISTURBING THA PEACE TOURING, INC. F/S/O LUDACRIS FOR PERFORMANCE AT TASTE ADDISON IN AN AMOUNT NOT TO EXCEED \$115,000 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 Disturbing tha Peace Touring, Inc. f/s/o Ludacris including the Artist Rider and Addenda for performance at Taste of Addison in an amount not to exceed \$115,000, 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 **8th** day of **FEBRUARY 2022**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A



ENTERTAINMENT AGREEMENT

Event

Taste Addison

VenueAddison Circle Park
4970 Addison Circle, Addison, TX 75001**Entertainer Name**

Disturbing the Peace, Inc. F/S/O Ludacris

Performance Date(s) & Times

June 3, 2022 11:00pm-12:00am (60 minutes)

Total Compensation

\$115,000

Agreement Effective Date

January 6, 2022

Deposit*

\$28,750

**To be paid upon execution of this Agreement, plus receipt of Certificate of Insurance, W-9, and Invoice, and completion of Form 1295 Certificate of Interested Parties. Additional \$28,750 to be paid 30 days prior to Performance Date, with the balance to be paid upon completion of the Performance in conformance with the terms and conditions of this Agreement.*

Description of Performance:

Entertainer to provide live music performance, including vocals and instruments.

Entertainer Agreement Documents and Authorized Signatures

The following constitute the contract documents for this Agreement and shall be collectively referred to herein as the "Agreement":

1. This Entertainment Agreement Summary Page
2. Terms and Conditions
3. Addendum A – Standard Performance Addendum
4. Addendum B – Insurance Requirements
5. Addendum C – Main Stage Production Rider
6. Addendum D – Entertainer Riders

THIS ENTERTAINMENT AGREEMENT ("AGREEMENT") IS MADE AS OF THE EFFECTIVE DATE BETWEEN THE TOWN OF ADDISON AND ENTERTAINER FOR THE PURPOSE OF DEFINING THEIR RESPECTIVE RIGHTS AND RESPONSIBILITIES AND MEMORIALIZING THE TERMS AND CONDITIONS PURSUANT TO WHICH ENTERTAINER WILL PROVIDE THE PERFORMANCE DESCRIBED HEREIN. EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT THE SIGNER IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT AND TO BIND THE PARTY AUTHORIZING SUCH SIGNATURE.

For Town of Addison:_____
Wesley S. Pierson
City Manager_____
Date**For Entertainer:**_____
Greg Rogere
Representative_____
Date**Legal Notice Address:***Town of Addison
Attn: Wesley S. Pierson, City Manager
5300 Belt Line Road
Addison, Texas 75254**Legal Notice Address:**Disturbing Tha Peace Touring Inc.
c/o Cara Lewis Group, LLC
301 East 48th Street, Suite 3F
New York, NY 10017

**Legal notices only - Please contact Special Events (specialeventsinfo@addisontx.gov) or the Addison Representative identified in Addendum A for all other matters related to this Agreement.*

EXHIBIT A

ENTERTAINMENT AGREEMENT TERMS AND CONDITIONS

IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the Town of Addison and Entertainer (each being a 'party' and collectively the 'parties' to this Agreement) hereby agree as follows:

1. Definitions

- 1.1. "**Addison**" or "**City**" means the Town of Addison, Texas.
- 1.2. "**Addison or City Representative**" means the individual representative(s) identified in Addenda A to this Agreement.
- 1.3. "**Agreement**" means this entertainer agreement, including all contract documents described on the summary page of this Agreement.
- 1.4. "**Effective Date**" means the agreement effective date identified on the summary page of this Agreement.
- 1.5. "**Entertainer**" means the individual or legal entity identified on the summary page of this Agreement, including Entertainer's officers, employees, agents, servants, contractors, subcontractors, or representatives. Unless the context clearly indicates otherwise, the term further includes all persons participating in the Performance, including Entertainer's members, crew, security personnel, and all other persons under Entertainer's direction or control during the Performance (the latter being occasionally referred to in this Agreement as "Entertainer's Crew").
- 1.6. "**Event**" means the event identified in the summary page of this Agreement where the Performance will take place.
- 1.7. "**Event Location**" means the location of the Event, including the entirety of the venue and premises of the Event. The foregoing definition shall include all parking lots, alleys, streets, sidewalks, pedestrian access ways, and all other City owned property in the immediate vicinity of the Event Location.
- 1.8. "**Performance**" means the performance described on the summary page of this Agreement, including all labor, services, materials, and other equipment to be provided by Entertainer in connection therewith. The term Performance shall include the pre- and post-performance activities of Entertainer, including all load-in and load-out activities in connection with the Performance.

2. Agreement Term; Performance Guidelines

- 2.1 **Term.** The term of this Agreement shall begin upon the Effective Date and shall expire upon completion of the Performance.
- 2.2 **Conformance with Agreement Terms.** Entertainer expressly agrees to conduct the Performance in strict conformance with the terms, conditions, and provisions of this Agreement, including all addenda hereto. Entertainer represents and warrants that it has the authority to enter into this Agreement and to fully perform its obligations contained herein.
- 2.3 **Time for Performance.** Entertainer shall be fully prepared and ready to conduct the Performance in a prompt and timely manner on the date(s) and at the time(s) stated on the summary page, unless otherwise agreed by the parties in writing. Notwithstanding the foregoing or any provision of this Agreement to the contrary, the City reserves the right, in its sole discretion, to modify the Event and/or Performance schedule at any time without prior notice to Entertainer.
- 2.4 **Manner of Performance.** Entertainer shall have the exclusive and sole control, creative and otherwise, over the means and methods employed by Entertainer in conducting the Performance, subject to the terms and conditions of this Agreement. The Performance and all of Entertainer's activities in connection with or related to this Agreement shall be conducted in a clean, orderly, and safe manner and in accordance with all applicable federal, state and local laws, rules, regulations, codes, ordinances, and policies. The essence of this Agreement concerns the specific individual(s) and the unique personality(ies) and talents of Entertainer; consequently, Entertainer shall not omit or substitute any person that is expected to participate in the Performance without the prior written permission of City. Moreover, Entertainer shall not be under the influence of any intoxicating beverages, narcotics, drugs, or other substance that, at any time during the Performance, causes physical, mental, or other disability, including, but not limited to, changes in physical appearance or voice that, in City's sole judgment, interferes with the Performance. Entertainer shall at all times be responsible and liable for the acts and omissions of Entertainer in connection with or related to the Performance.
- 2.5 **Performance Content.** Addison supports artistic freedom and expression and takes pride in providing an environment for musicians and entertainers alike to perform without restrictions that might otherwise hinder or infringe on an individual's creativity. Addison also has a responsibility to our guests and patrons to provide a safe, family friendly environment that takes into consideration all persons' gender, age, physical capabilities, choice of lifestyle, and cultural background. In that regard we ask that all of our musicians and entertainers be mindful to those considerations, to conduct themselves in a manner appropriate to the event and to refrain from gestures or language that could be deemed offensive.
- 2.6 **Equipment.** All goods, equipment, and other materials provided by Entertainer shall be safe, fully operational, and shall not cause injury or damage to any person or property.

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- 2.7 **Merchandise Sales.** If Entertainer desires to sell merchandise on-site at the Event on the day of the Performance, Entertainer shall obtain prior approval from the City Representative. Entertainer is responsible to provide staffing and operation of merchandise sales, and comply with all applicable local, state, and federal laws.
- 2.8 **No Infringement.** Entertainer represents and warrants that it has all rights and privileges related to any and all intellectual property that will be used in any manner during the Performance (or in connection with the promotion of the Performance) and will not infringe, or allow any person under its control, to infringe upon any property right, copyright, patent right, or other legal intellectual property right of any person or entity at any time.
- 2.9 **Photographs and Images.** The Entertainer does hereby grant City permission in the form of a non-exclusive, limited, irrevocable, perpetual, fully paid-up, royalty-free, worldwide license to use, display, reproduce, distribute, transmit, and modify (including to create derivative works) any and all photographs or images of the Performance.
- 2.10 **Entertainer Use of City Logo.** Entertainer shall not be entitled to use the City's logo or brand without prior written consent of City. Any use of the City's logo or brand shall be in conformance with the City's brand usage policy.
- 2.11 **Security.** City typically provides security for the general public during City events but Entertainer is solely responsible for the security of Entertainer, Entertainer's Crew, and all personal property belonging to the same during the Event. The parties may mutually agree to an alternative security arrangement by written addendum to this Agreement.
- 2.12 **City Authority.** City has the right to control and manage the Event and to implement and enforce its laws, codes, rules, standards, and policies in connection therewith. City may, through its duly appointed representatives, remove any objectionable person(s) from the Event Site, and Entertainer waives any claims for damages against City or any of its officers, agents or employees resulting from the exercise of this authority.
- 2.13 **Entertainer Rider(s).** Entertainer shall notify City in writing no later than sixty (60) days prior to the initial date of the Performance if Entertainer desires to include one or more entertainment riders with this Agreement. The City Representative will work with Entertainer to include any mutually agreed upon rider(s) as an addendum to this Agreement. Notwithstanding the foregoing, the City reserves the right to deny any rider and/or provision therein that, in the City's sole discretion, is in conflict with this Agreement.
- 2.14 **Violation of These Performance Guidelines.** Should Entertainer be in violation of any of the provisions of this Section 2, City shall, in its sole discretion, have the right to suspend, postpone, or cancel the Performance. If the City cancels the Performance pursuant to this section City shall be entitled to immediately terminate this Agreement in conformance with Section 4 below.

3. Compensation

- 3.1 **Compensation.** Entertainer will be compensated in accordance with the terms and conditions of this Agreement. The total amount of compensation paid to Entertainer shall not exceed the total compensation amount identified on the summary page to this Agreement, which is inclusive of all expenses related to the Performance, including Entertainer's travel, accommodations, freight, local ground transportation, backline, and security expenses.
- 3.2 **Method of Payment.** Payment(s) by City shall be by business check or such other method as City may determine in City's sole discretion. Entertainer shall be required to provide a completed Form W-9 and Addison Vendor Information Form prior to receiving payment.
- 3.3 **Deposit; Payment Balance.** In the event an advance deposit is paid to Entertainer, the remaining balance due under this Agreement will be paid by City following Entertainer's satisfactory and successful completion of the Performance.
- 3.4 **Entertainer's Payment Obligations.** Entertainer shall be solely responsible for all other costs and expenses related to the Performance, including any and all insurance premiums, taxes, fees (including agent's fees), union dues, or commissions incurred as a result of or in any way related to the Performance.

4. Termination, Postponement and Cancellation

- 4.1 **Termination for Convenience.** Either party may terminate this Agreement for convenience by providing written notice to the other party at least sixty (60) days prior to the initial date of Performance. Upon notice of termination by either party under this section this Agreement shall be deemed cancelled and Entertainer shall return all funds paid to Entertainer by City, including the deposit (if any), within ten (10) business days following the date of cancellation.
- 4.2 **Termination for Breach.** If Entertainer is in breach of any provision of this Agreement and fails or refuses to cure the same upon reasonable notification (oral or written) by City, then City shall have the right to (i) immediately suspend or postpone the Performance, or (ii) cancel and terminate this Agreement.
- 4.3 **Postponement or Cancellation of the Event.** City reserves the right, in its sole discretion, to postpone or cancel the Event 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

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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").

- a. If the Event is cancelled by City due to a Force Majeure Event at least 72 hours prior to the initial Performance start time identified in the summary page to this Agreement, Entertainer shall retain the deposit, if any, and City shall retain the remaining balance of the total amount payable to Entertainer under this Agreement.
 - b. If the Event is cancelled by City due to a Force Majeure Event less than 72 hours prior to the initial Performance start time identified in the summary page to this Agreement, Entertainer shall be paid in full, provided that Entertainer is on-site or in transit and remains ready, willing, and able to perform.
- 4.4. Postponement or Cancellation of the Performance. The Performance may be postponed or cancelled in any one or more of the following situations:
- a. Either party may, with the consent of the other party (which shall not be unreasonably withheld) postpone or cancel the Performance for or as a result of inclement weather that renders the Performance impossible.
 - b. City may cancel the Performance and immediately terminate this Agreement upon City's determination that Entertainer will or has failed to appear or conduct the Performance in conformance with this Agreement for any reason without the City's prior written consent.
 - c. City may cancel the Performance and immediately terminate this Agreement pursuant Section 2.14 above.
- 4.5. Damages Upon Termination. The parties agree that upon termination of this Agreement pursuant to Sections 4.2, 4.4(b) or 4.4(c) above, the damages that would be suffered by City would be difficult or impossible to determine and that in such case City shall be entitled to (i) receive a refund of all amounts previously paid to Entertainer under this Agreement and (ii) retain the remaining balance due to Entertainer under this Agreement. In addition, Entertainer shall be liable to City for damages in an amount equal to fifty (50%) of the total compensation amount identified on the summary page of this Agreement. The parties acknowledge and agree that the foregoing is not a penalty but represents a reasonable calculation of the actual damages that would be sustained by City as a result of such termination.

5. Indemnification; Assumption of the Risk

- 5.1. Indemnification. Entertainer shall, at its sole cost and expense, defend, indemnify, and hold harmless the Town of Addison, its officers, employees, agents, contractors, licensees, invitees, and volunteers (collectively "City Indemnitees") from and against all claims, liability, damages, costs, fines, penalties, expenses, and reasonable attorneys' fees incurred by City Indemnitees, or amounts paid by City in any settlement based on a third-party claim that results from (i) a violation by Entertainer, its officers, directors, employees, agents, contractors, licensees, or invitees, including Entertainer's Crew (collectively referred to in this indemnification section as "Entertainer") of any applicable law and/or City ordinance, regulation, policy, rule, or directive in connection with the performance of its obligations under this Agreement, (ii) any act or omission of Entertainer arising from or related to Entertainer's performance of this Agreement, and/or (iii) any act or omission of Entertainer that would be a breach or violation of this Agreement. Such defense, indemnity, and hold harmless obligation includes claims alleged or found to have been caused in whole or in part by the negligence of a City Indemnitee.
- 5.2. Indemnification Procedures. Entertainer shall promptly advise City in writing of any notice, claim or demand against a City Indemnitee or Entertainer related to or arising out of this Agreement and shall investigate and defend the same at Entertainer's sole cost and expense. Notwithstanding the foregoing, City shall have the right, at any time, to participate in the defense of such claim(s) with counsel of its own choosing. Entertainer shall not settle any claim that results in any liability or imposes any obligation on the City without the prior written consent of the City. If Entertainer fails to (i) timely respond to a notice of claim, or (ii) assume the defense of a claim, City shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost, expense, and risk of Entertainer, and Entertainer shall promptly reimburse City for all such costs and expenses.
- 5.3. Assumption of the Risk. Entertainer acknowledges and voluntarily assumes the risk for all damage and/or injury that may be caused in whole or in part or result directly or indirectly as a result of Entertainer's own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of any City Indemnitee in connection with the Event. The foregoing assumption of the risk includes all conditions and defects, whether known or unknown by either party, in, on or about the Event Location.

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6. Miscellaneous Provisions

(a) Any action related to this Agreement will be governed by Texas law and controlling federal law. No choice of law rules of any jurisdiction will apply. (b) Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Performance shall be subject to the exclusive jurisdiction of the state and federal courts located in Dallas County, Texas. (c) This Agreement, together with the addenda attached hereto, represents the parties' entire understanding relating to the subject matter hereof and supersedes any prior or contemporaneous, conflicting or additional, communications or agreements between the parties. (d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. (e) No joint venture, partnership, employment, or agency relationship exists between Entertainer and City as a result of this Agreement or Entertainer's participation in the Event. (f) The failure of City to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. (g) Any notice required or permitted under the terms of this Agreement or required by law must be in writing to the parties' respective notice contact(s) identified in the summary page to this Agreement, and must be (i) delivered in person, (ii) sent by registered or certified mail return receipt requested, (iii) sent by overnight courier, or (iv) by email whose receipt is acknowledged by the party's notice contact. (h) Entertainer verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. (i) The provisions contained in Section 5 of this Agreement shall survive termination.

- End of Terms and Conditions -

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Addendum A Performance Addendum

GENERAL INFORMATION

Addison Representative

Name: Yesenia Saldivar, Special Events Supervisor
Phone: 214-693-5439
Email: ysaldivar@addisontx.gov

Entertainer Representative

Name: Greg Rogers
Phone: 646-242-6613
Email: gregrogdtp@aol.com

All communications regarding the Event and Performance should be directed to the Addison's Representative identified above.

Number of Band/Crew: 8

Number of Vehicles: 1-2

Onsite Merch Sales: Yes No

EVENT SITE ACCESS; PARKING

Load-in/out

City will provide a reasonable amount of time for Entertainer to set up prior to its commencement and to tear down after its conclusion. Set up and tear down shall be conducted in a manner such that other performances are not disturbed or inconvenienced.

Parking

The City is responsible for the management and control all parking facilities on the Event Location. Entertainer shall be provided access to sufficient parking for the number of vehicles specified above. If no quantity is specified above, Entertainer shall be provided access to a minimum of 2 parking spaces at the Venue.

PRODUCTION INFORMATION

Stage Productions

Unless otherwise agreed by the parties, Addison will provide professional sound and lighting production equipment and labor for stage performances as outlined on Addendum C. Entertainer will be consulted regarding sound and lighting production equipment selection and design; however, Addison retains sole discretion in the selection and execution of sound and lighting production. All stage productions shall be subject to the following conditions:

1. Entertainer shall, at least thirty (30) days prior to the first day of the Performance, provide Addison a detailed outline of the Performance including all stage, lighting and sound requests.
2. The parties acknowledge there shall be no charges to Entertainer for sound and lighting production equipment or labor unless such charge is agreed to by the Parties in writing.
3. Unless otherwise agreed by the Parties in writing, Addison shall provide DJ backline only. All other necessary equipment for the Performance shall be provided by Entertainer at Entertainer's sole expense.

Meet & Greet

Entertainer to participate in a virtual meet and greet with up to 30 participants on the Performance day; specific time and location are per advance. In lieu of a virtual meet and greet, Entertainer may provide Addison with a 15-30 second promotional video featuring Entertainer verbally inviting the public to purchase tickets to Taste Addison to view the performance on June 3, 2022. Promotional video must be provided to Addison in .MP4 format no later than February 25, 2022.

Merchandise Sales

If Entertainer desires to sell merchandise onsite at the Event on the day of the Performance, Entertainer shall be responsible to provide staffing and operation of merchandise sales, and comply with all applicable local, state, and federal laws. Entertainer shall pay Addison 20% of gross sales for all soft and hard goods sold at the Event no later than ten (10) days after the Performance.

Radius Limitations

Entertainer may not perform within 100 miles of Addison, TX for six (6) months prior and thirty (30) days after the show date without the written consent of Addison, which is not to be unreasonably withheld.

Addendum A

Addison Entertainment Agreement

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Catering and Hospitality

Addison will provide the following catering and hospitality services to Entertainer at the Event venue on the Performance day(s) only:

- Catering – A \$50 per person meal buyout will be provided by Addison upon arrival; no meals to be provided.
- Green Room – Addison to provide Entertainer with a private backstage travel trailer on the performance date only; green room is tobacco-free and smoke-free. All Entertainer green room hospitality items shall be per advance. Entertainer to work within Addison's onsite limits at venue. Addison reserves the right to change the green room accommodations at its sole discretion.
- Comp Tickets – Entertainer to receive up to 40 general admission festival tickets for the performance date upon request.

Deal Point Review

The total amount of compensation paid to Entertainer shall not exceed the total compensation amount identified on the summary page to this Agreement, which is inclusive of all expenses related to the Performance. The items listed below are the Entertainer's responsibility, and are included in the compensation:

- Travel/airfare
- Accommodations/hotel
- Freight
- Local ground transportation
- Any backline in excess of DJ backline, which shall be provided by Addison

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Addendum B Insurance Requirements

- a. The ENTERTAINER shall maintain, during the term of the contract and any option period, the types of insurance and coverage listed below. All liability insurance coverage will name **The Town of Addison and its officials, officers, agents, representatives, volunteers, and employees** as an additional insured for claims, demands, suits, judgments, costs, charges, and expenses arising out of or in connection with any loss, damage, or injury resulting from the negligence or other fault of the ENTERTAINER, ENTERTAINER's agents, representatives, or employees.

<u>TYPE OF INSURANCE</u>	<u>MINIMUM AMOUNTS</u>
(i) Workers' Compensation	Texas statutory limits
-Employers' Liability-Accident	\$1,000,000 / Occurrence
-Employers' Liability-Disease	\$1,000,000 / Aggregate
(ii) Commercial General Liability (Comprehensive)	\$1,000,000 / Occurrence
-Bodily Injury and Property	\$2,000,000 / Aggregate
-Contractual Liability	
(iii) Commercial Automobile Liability (Comprehensive)	\$1,000,000 / Occurrence
-Bodily Injury	
-Property Damage	
*Includes owned, non-owned and hired car coverage	

In all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insured's, with respect to any claims arising out of activities conducted hereunder.

Contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas.

- b. Prior to the commencement of work hereunder and **not more than thirty (30) days** after contract has been executed, the ENTERTAINER shall furnish to ADDISON a certificate of the above required insurance.

Insurance "Certificate Holder" shall be made out to the following:

Town of Addison
ATTN: Addison Special Events
PO Box 9010
Addison, TX 75001

- c. Should the ENTERTAINER's business reside outside of the United States, insurance coverage shall be maintained in the above referenced categories in equivalent coverage amounts.

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Addendum C Main Stage Production Rider

Audio		
24	RCF TTL55a Line Array	Flown 12 per Side
12	RCF TTS56 Subs	
4	RCF TTL33a Line Array	Front Fills on Subs
1	TBC - Avid/Digico/Yamaha	FOH Console
1	TBC - Avid/Digico/Yamaha	MON Console
1	FOH Rack	
	XTA MX36 Mixswitch	
	Lake LM44	
	RNet Control 8	
10	DB Technologies DM15TH Floor Monitors	
4	Shure ULXD Combo Pack	HH and BP each
1	A Level Microphone Pack	
1	Microphone Stand Pack	
1	Microphone Cable Pack	
1	48ch Microphone Splitter	
2	Behringer B205D	Skwawk to FOH/MON
1	All Needed Cabling	
4	CM Lodestar 1T Motors	
1	Audio Rigging Package	
Lighting		
1	TBC - GrandMA/Hog 4/Chamsys Lighting Console	
16	Beam or Hybrid Moving Light	
16	Hydrowash X19	
4	Chauvet Strike 1	
2	Smoke Factory Tour Hazer II	
Video		
1	16' x 9' Video Wall	on Stage Left Wing
1	16' x 9' Video Wall	Behind FOH
1	HD Camera Chain	at FOH
1	HD PTZ Camera	
2	Static HD Camera	
1	Production Switcher	
2	Video Wall Controller	

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Staging/Rigging		
1	40x40 Rooftop	with Wings
2	20x30 Wings	
1	Climbing Truss Structure	FOH Video Wall
2	40' Truss Flown	1 - DS 1 - US
Power		
1	Audio Distro	
1	Lighting Distro	
1	Video Distro	
1	Cable Package	as Required
Labor		
1	A1	FOH
1	A1	MON
1	A2	Patch
1	L1	
1	LED Tech	
1	TD	
2	Camera Ops	

EXHIBIT A

ANY UPDATES TO THIS RIDER, OR NEW RIDERS ISSUED AFTER FULL EXECUTION OF THIS AGREEMENT, SHALL BE HANDLED VIA MUTUAL ADVANCE ONLY

LUDACRIS

BUSINESS/TECHNICAL PRODUCTION RIDER

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

~~CONTRACT~~
ADDENDUM/RIDER

Any adjustments to this rider can be authorized only by Artist Management or Tour Manager. If there are any immediate questions or comments, please contact the following:

Mr. Jeff Dixon

Ebony Son Entertainment, Inc.
1867 7th Ave, 4C
New York, NY. 10026
(212) 665-9634
(646) 242-6613 Fax

Mr. James Pulliam

Disturbing Tha Peace Touring, Inc
1451 Woodmont Ln Suite A
Atlanta, Ga 30318
(404) 496 0474 Cell
(404) 351-7168 Fax
Email: James@ConcertLogic.com

Addendum C
Addison Entertainment Agreement

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THIS IS THE OFFICIAL RIDER FOR THE LIVE PERFORMANCE OF THE DISTURBING THE PEACE RECORDING ARTIST, "LUDACRIS". THE FOLLOWING SECTIONS OF THIS RIDER WILL DEAL DIRECTLY WITH PRODUCTION, HOSPITALITY, DRESSING ROOMS, SECURITY, PASSES, GUEST LIST, AIRLINE TICKETS, GROUND TRANSPORTATION, OVERDRIVES, AIR FREIGHT, SOUND CHECK, AND AFTER-PARTIES.

RIDER TO CONTRACT DATED: January 6, 2022 BETWEEN DISTURBING THE PEACE TOURING, INC. f/s/o LUDACRIS (HEREIN REFERRED TO AS ARTIST), AND Town of Addison (HEREIN REFERRED TO AS PURCHASER) COVERING THE ENGAGEMENT AT Addison Circle Park (HEREIN REFERRED TO AS VENUE) Taste Addison (HEREIN REFERRED TO AS ENGAGEMENT).

PLEASE READ CAREFULLY!!!!!! PURCHASER SHALL FULFILL ALL ^{MUTUALLY AGREED UPON} TERMS AND CONDITIONS CONTAINED IN THIS TECHNICAL AND PRODUCTION SPECIFICATIONS RIDER. This Technical and Production Rider are part of the attached contract for a performance by the recording artist "LUDACRIS". By signing it, you are agreeing to supply them with specific working equipment and working conditions, which are essential to their performance.

~~Any breach of the terms of this rider is a breach of the contract and may cause the artist to refuse to perform without releasing you from the obligation to pay them.~~ Purchaser must be notified in writing of any alleged breach, failure, or the like. Upon receipt of written notice, Purchaser shall have a reasonable amount of time to cure alleged breach, failure, or the like.

All items and provisions hereinafter set forth are part of one and the same contract. Artist agrees to furnish and purchaser agrees to accept for the engagement hereunder an entertainment unit including the services of artist upon the following ^{amended} terms and conditions.

1. CONCERT RIDER AGREEMENT

In reference to the engagement described in the attached contract, (the "Engagement") this Concert Rider Agreement ("Rider") will be deemed incorporated on and a part of the Agreement ("Contract") by and between Town of Addison ("Purchaser"), and the Purchaser of said services referred therein with respect to the live performance from "LUDACRIS" hereafter referred to herein as "Artist". ~~In the event of any inconsistency between the provisions of the Contract and this Rider, the provisions of this Rider will control.~~ The Contract as modified by this rider is referred to herein as the "Agreement". Any discrepancies between the Addison Entertainment Agreement and the Artist rider, the Addison Entertainment Agreement shall prevail and be the sole contract of record.

- a) **It is understood and agreed that the Agreement may not be assigned, changed, modified, or altered, except by an instrument in writing, signed by both Purchaser and Artist. Nothing in this Agreement shall require the performance of any act contrary to law or to the rules or regulations of any union, guild, or similar body having jurisdiction over the services of Artist or over the performances hereunder. ~~This is the sole and complete Agreement between the parties with respect to the Engagement.~~ Nothing contained in the Agreement shall be construed to constitute the parties as a partnership or joint venture, and Artist shall not be liable in whole or in part for any obligation that may be incurred by Purchaser in carrying out any of the provisions hereof, or otherwise. In the event that suit is brought by Artist to enforce any of the provisions of this Agreement, the prevailing party in such suit shall be entitled to recover reasonable attorney's fees.** except to the extent such is caused directly by the gross negligence or willful misconduct of Purchaser or Artist in performance of their obligations hereunder.

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- b) GENERAL: Purchaser shall furnish, at its sole cost and expense, except as otherwise set forth in the technical rider all facilities, equipment (including trucking, sound and lighting equipment), personnel and services which are customarily furnished by Purchasers of ~~first-class~~ ^{reasonable industry standard}, live, in concert productions involving a performer of Artist's stature, including, without limitation, the cost and expenses, or otherwise, of employees of Purchaser working on the tour.

2. METHOD OF PAYMENT Payment terms as per Addison Entertainment Agreement Terms and Conditions Section 3: Compensation

~~A deposit in the amount of 50% of the performance guarantee (unless otherwise specified on the face of the contract), which totals _____ must be made payable to Disturbing The Peace Touring, Inc. in the form of bank wire transfer, cash or cashier's check (or a certified check, or acceptable bank draft). Payment should be sent along with the signed contracts to the artists' representative, EBMG Envision Business Management Group (attention JINID.THORNTON).~~

~~The remaining balance of the performance guarantee should be paid in cash, or cashier's check, money order or acceptable bank draft the day of the performance during sound check. All cash or cashier's check, money order, or acceptable bank draft payable to Disturbing The Peace Touring, Inc shall be presented to the Tour Manager or Tour Accountant the day of the performance during sound check. All payments should be made in full w/o any deductions except as agreed with this agreement.~~

3. TAXES

Artist 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 Artist for this engagement is not considered income tax free, regardless of the tax status of the Purchaser.

- a) If there is an assessment of tax by any taxing authority on Artist for moneys earned during the engagement, said tax is to be paid by Purchaser. It is fully understood and agreed that no deductions whatsoever are to be taken from the contract guarantee contained herein or from any percentages earned hereunder.
- b) Any taxes imposed by any governmental authority with respect to the use or occupancy of the venue or the sale of tickets shall be paid by Purchaser.

4. PERMITS, LICENSES, CERTIFICATES

Purchaser, at Purchaser's sole cost, agrees to obtain all necessary licenses, permits, certificates, authorizations or other approvals required to be obtained from any union, guild, public authority, performing rights society or any other governmental authority or agency having proper jurisdiction over or with respect to the engagement and shall comply with and completely and satisfactorily fulfill all terms, conditions and covenants set forth therein.

- a) Any taxes imposed by any governmental authority with respect to the use or occupancy of the venue or the sale of tickets shall be paid by Purchaser.

5. CANCELLATION, ILLNESS, FORCE MAJURE

Cancellation terms as per Addison Entertainment Agreement Terms

and Conditions Section 4: Termination, Postponement and Cancellation

~~Artist shall have the right to terminate this Agreement without liability to Purchaser if:~~

- a) ~~Artist or any member of the Artist's performing group, the tour manager, sound engineer or lighting director shall die, become ill or incapacitated for any reason;~~
- b) ~~In Artist's reasonable judgment, performance of the engagement shall expose Artist, any employee of Artist or Purchaser, or any portion of the audience to danger or death or injury by any outbreak of violence or civil strife of any kind;~~

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

d) ~~In Artist's reasonable judgment performance of any of Artist's obligations shall expose Artist, Artist employees or Purchaser's employees, agent or independent contractors to civil or criminal proceedings of any kind.~~

6. INCLEMENT WEATHER Incliment weather terms as per Addison Entertainment Agreement Terms and Conditions Section 4.3. Postponement or Cancellation of the Event
Notwithstanding anything contained herein, inclement weather shall not be deemed a force majeure occurrence and Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. ~~Artist management shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.~~

7. TICKETS/COMPLIMENTARY TICKETS

a) LUDACRIS shall receive at no cost to artist, forty (40) complimentary tickets per show. ~~These tickets should be within the first fifteen (15) rows. When artist performs in the Atlanta area, Chicago area, Los Angeles area, or New York area, LUDACRIS shall receive sixty (60) complimentary tickets. Complimentary tickets shall be placed on hold for each engagement and shall be made available to the Tour Manager upon request (with envelopes)~~

b) LUDACRIS shall receive at no cost to artist, Thirty (30) complimentary guest VIP/ Backstage passes per show. The complimentary tickets issued do not include back stage and/or back of house access. To ensure security of all involved, no backstage access will be granted to anyone not considered a part of the legitimate touring party.

c) ~~Artist shall receive from the box office along with complimentary tickets a seating map of the venue for this engagement.~~

8. ADVERTISING

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

b) The name and likeness of Artist shall not be used or associated, directly or indirectly, with any product or service without Artists' prior written consent. Artist acknowledges that the Purchaser has pre-existing sponsorship agreements and that signage may be visible in the venue during the performance.

9. PERFORMANCE DURATION

a) Artist's performance hereunder shall be a minimum of sixty (60) minutes ~~approximately forty-five to sixty (45-60) minutes~~, including encores. ~~Artists may take a scheduled or unscheduled intermission at Artists' sole discretion.~~

10. MERCHANDISING

a) ~~Purchaser must warrant and represent that they receive no fee from Artist's merchandise.~~ Merchandise split: 80% Hard and Soft Goods to Artist, 20% Hard and Soft Goods to Purchaser. Artist Sell Only.

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- b) Any merchandising associated with LUDACRIS's name, image or likeness must be negotiated and agreed upon prior to the event. Otherwise, these activities shall be prohibited.
- c) Purchaser shall, at its sole cost, prohibit sale or distribution of all unauthorized or so-called "bootleg" merchandise on or adjacent to the venue. Purchaser agrees to use its best efforts to prevent and to stop the sale or distribution of any merchandise at the engagement (inside or outside) by any person other than Artists' Merchandiser
- d) Artist shall have the right to sell ^{Artist related} souvenir programs, books, photographs, records and any and all types of merchandise including but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc.
- e) Purchaser agrees that Artists' Merchandiser shall have access to any hall facilities and any and all areas adjacent to the venue as they may require. ~~Artist will be provided with as much space as is available, given this is a festival configuration.~~
- f) ~~Purchaser agrees that they shall not be entitled to and shall not receive, directly or indirectly, any portion of the moneys generated by the sale of such merchandise.~~

11. MEDICAL/FIRST AID

Purchaser shall provide at Purchaser's sole cost and expense:

- a) ~~Purchaser will make available if Tour Manager deems necessary a local Doctor or Hospital for emergency treatment of any and all ailments such as throat problems, minor and major injuries, and B-12 shots, etc.~~
- b) Purchaser shall make available upon request during the performance two (2) portable oxygen units to be used at the discretion of the Tour Manager. ~~Oxygen tank will not be provided unless Artist is able to produce a prescription from a doctor.~~
- c) Any and all other medical needs required by law.

12. INTERVIEWS/RECORDING/RADIO BROADCASTING

- a) All requests for Interviews, Recording TV or Radio broadcasting shall be approved by artist management or record label seven (7) days in advance of performance. Purchaser shall not make any commitments for personal interviews, personal appearances, or any other type of promotional activity for Artist in connection with this engagement without the prior written approval of Artist.
- b) Management Contact: **James Pulliam (Disturbing Tha Peace Touring, Inc.)** at (404) 496 0474.

13. REPRODUCTION OF PERFORMANCE

- a) No portion of LUDACRIS's engagement, including without limitation, the performance of Artist, or activity of Artist, or Purchaser undertaken in connection therewith may be recorded on film, video tape, audio tape or otherwise or may be reproduced photographically or by any sight and/or sound device or otherwise by Purchaser and Purchaser will not ~~permit the same or~~ authorize others to do so. Artist expressly reserves all such rights for itself and its licensee(s) and designee(s) and upon request, Purchaser shall cooperate and render any assistance required by Artist for such purpose, including without limitation, affording the designees or licensees of Artist access to the engagement and the right of free and uninhibited movement in and about the place of the engagement. **No person not specifically authorized by Artist shall be permitted to film or video tape this engagement with any sound, film or video mechanism.**

~~Purchaser agrees to make reasonable efforts. Producer acknowledges that the use of cell phones by audience members shall not put Purchaser in breach, nor will cell phones be confiscated.~~

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- b) Artist shall have the right, without the payment of any consideration to Purchaser or to Local Unions where Union Halls are concerned, to photograph, record, tape, film and/or otherwise reproduce Artists performance, and to use any such photographs, recordings, tape, film, and/or reproduction as Artists see fit. Purchaser shall have absolutely no interest or rights of any kind whatsoever in or to any such photographs, recordings, tape, film, or any reproduction of any performance rendered by Artist during this engagement.

14. INDEPENDENT CONTRACTOR See Section 6 of Addison Entertainment Agreement

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

15. CHOICE OF LAW/ATTORNEYS FEES See Section 6 of Addison Entertainment Agreement

~~The Rider and Contract shall be deemed made and entered into the State of New York and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. In such event, the prevailing party to such dispute shall have the right to be reimbursed by other party for its reasonable attorneys' fees.~~

16. ARBITRATION See Section 6 of Addison Entertainment Agreement

~~Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.~~

17. GROUND TRANSPORTATION Included in Artist Compensation

~~Purchaser shall provide at Purchaser's sole cost and expense the below listed transportation, specifies to be advanced by Tour Manager. These vehicles shall be supplied upon artist arrival, fully fueled with one competent driver knowledgeable of the city (no friends or additional passengers). These vehicles shall be for the sole use of "LUDACRIS" and shall be made available to them at their request. **AT NO TIME SHALL "LUDACRIS" BE WITHOUT HIS ASSIGNED GROUND TRANSPORTATION AND DRIVER!!**~~

- a) ~~Purchaser shall furnish **Three (3) late model GMC Denali XL or Suburban XL (Black in color)** with tinted windows available as directed.~~
- b) ~~Purchaser shall provide the name of the transportation provider and a copy of said company's certificate of insurance reflecting general liability insurance coverage against death and injury to persons and property with a limit no less than one million dollars (\$1,000,000.00). It is understood that Artist's management has the right to refuse purchaser's choice of transportation companies and substitute said companies at the cost to the Purchaser.~~
- c) ~~Purchaser may also perform a buyout on ground transportation for the amount of six thousand five hundred dollars (\$6,500.00) cash up front for each performance.~~

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All technical equipment provided by the Purchaser will be used for all performing Artists, including but not limited to: audio, audio/lighting consoles, festival lighting package, etc. Venue has the ability to hang points for PA and lighting, but are limited based on structure load capacity.

DJ Backline only provided by Purchaser. Additional Backline is Artist responsibility, and inclusive in flat guarantee.

ALL PRODUCTION REQUIREMENTS PER MUTUALLY AGREEABLE ADVANCE
SEE ATTACHED "MAIN STAGE PRODUCTION RIDER".

TECHNICAL RIDER PRODUCTION REQUIREMENTS

Purchaser shall furnish for this engagement at its own expense, equipment, personnel services, and other items necessary to presentation of this performance, including but not limited to the following:

1. CONTROL OF PRODUCTION

Representative of artist shall have ~~sole and absolute~~ authority in directing local personnel, Union crews, local Security, Facility personnel, and operation of all lighting and sound equipment and any other production equipment during any and all sound checks, rehearsals, and each performance scheduled for Artist.

Artists' representative (Tour Manager, Production Manager) shall have exclusive creative control in all respects and in all detail dealing with LUDACRIS's engagement.

2. PURCHASERS PRODUCTION REPRESENTATIVE

Purchaser agrees to furnish his personal representative, capable of making any decisions (pertaining to the Artist engagement) from the time of arrival of the production equipment (including any outside staging materials) through the time of its departure.

3. EQUIPMENT PLACEMENT

In regard to setting up all equipment, Artist shall have adequate stage space to locate equipment on, near, or above the stage. Artist requires twenty (20) feet of stage space for his performance.

SEE ATTACHED "MAIN STAGE PRODUCTION RIDER" FOR EXACT STAGE MEASUREMENTS

4. ~~ARTIST PRODUCTION OFFICE~~

~~Purchaser shall provide at Purchaser's sole cost and expense:~~

~~a) Production office in the in backstage area for use of Artists' Tour Manager. This production office must be able to be secured by lock and key. In addition, this Production office must have tables, chairs, adequate electrical outlets, waste containers, controlled temperature, adequate lighting, and access to high speed wireless internet.~~

5. RUNNER ~~Runners to be shared amongst all Artists~~

- a) Purchaser shall supply one (1) Runner with a clean vehicle in good working order, which can comfortably carry three (3) additional passengers. Runners shall have a valid local driver's license; have knowledge of normal performance related necessities, and knowledge of the local area. The Runner shall be available from load in until the end of Load out ~~and can only be released by Artist's Production Manager.~~
- b) Runners must be knowledgeable of local laundry suitable for dropping laundry bags for cleaning, washing, drying of all clothing.

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6. DRESSING ROOMS SEE ADDENDUM "A"

- a) Purchaser shall provide ~~Two (2)~~ large, comfortable, and private Dressing Room, for the exclusive use of Artist and Artist Band/ Personnel only. ~~IF ARTIST HAS TO BE AT VENUE FOR 2 HOURS OR MORE, A SOFA COUCH OR COT MUST BE PROVIDED.~~ Dressing room hospitality (catering) and towel requirements are specified in the Hospitality Rider.
- b) Dressing room shall be ~~CLEAN, DRY, WELL-LIGHTED, and HEATED or AIR-CONDITIONED~~ as the weather shall require, auxiliary heating or air-conditioning units must be provided if deemed necessary by Artist or his representative.
- c) Dressing Room shall have lockable doors. There shall be ample dressing room area security to prohibit all unauthorized personnel from the Dressing Room area. ~~A Security Guard shall remain at all entrances of Dressing Room prior to Artists' arrival (times to be advance by Security Director), during performance, and until all of Artists equipment has been removed from said Dressing Room.~~

~~Purchaser shall provide in Dressing Room:~~

~~Key's issued to Production Manager upon arrival at venue.~~

~~Carpeted throughout.~~

~~Adequate electrical outlets~~

~~Private toilet facilities~~

~~One (1) free standing clothing rack~~

~~LUDACRIS Dressing Room should be furnished comfortably and tastefully with:~~

~~All walls pipe and draped to hide lockers, toilets, etc.~~

~~One (1) Sofa~~

~~One (1) Love Seat~~

~~One (1) Coffee Table~~

~~Two (2) End Tables~~

~~Two (2) Corner Lamps~~

~~Two (2) Full Length Mirrors~~

~~Carpeted throughout~~

~~Banquet table with linen for hospitality~~

7. SOUND REQUIREMENTS ALL SOUND REQUIREMENTS PER MUTUALLY AGREEABLE ADVANCE SEE ATTACHED "MAINSTAGE PRODUCTION RIDER"

ALL SOUND REQUIREMENTS MUST BE ADVANCED AND APPROVED BY LUDACRIS'S TOUR MANAGER. All sound reinforcement shall be supplied by Purchaser subject to approval by Artist. Artist is solely responsible for the sound level of the performance. Purchaser must not attempt to dictate the sound level of the performance, should he do so Artist reserves the right to cancel the performance without prejudice to the fee receivable.

House Music: All music to be played in the performance area of the facility prior to and at the end of the LUDACRIS' performance shall be furnished or **approved** by Artists' Tour Manager.

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8. HOUSE P.A. SYSTEM: ~~PER MUTUALLY AGREEABLE ADVANCE SEE ATTACHED "MAINSTAGE PRODUCTION RIDER"~~

House P.A. shall be professional crisp, clear P.A. system, compressed by individual component only, not by channel or overall.

Artist Shall Require:

1. One (1) Profile SC48 or Digco SD10 House Console
2. Six (6) Wireless Microphones (Shure only)

PLEASE NOTE: ALL WIRELESS SYSTEMS MUST BE SHURE UHF (PROFESSIONAL SERIES) DUAL DIVERSITY A/B ANTENNA SWITCHING SYSTEM WITH A MINIMUM OF 300 FT RANGE OF RECEPTION.

3. One (1) Microphone Boom Stand (for D.J.)
4. One (1) Portable Real Time Analyzer w/Calibrated microphone

DJ

(1) Pioneer DJM-S9 Mixer

(2) Pioneer 2000 CDJ's

(1) 8x8x1 Riser

STAGE MONITOR P.A. SYSTEM: ~~SEE ATTACHED "MAINSTAGE PRODUCTION RIDER"~~

D&B Audio System

To Be Advanced by James Pulliam (Tour Manager)

LIGHTING REQUIREMENTS ~~SEE ATTACHED "MAINSTAGE PRODUCTION RIDER"~~

Artist travels without a Lighting Director (L.D.). All Lighting requirements will be advanced by Production Manager on a per show basis. ~~Artist will require a package of lighting equipment at the sole expense of purchaser.~~

- ~~a) All concessions stands in view of the audience which require lighting must be closed during Artist's performance and there may be no sales of food, drink or any other items in the performance room during Artist's performance.~~ No lights shall be on in the performance area (including, without limitation, lighted advertising signs of any kind) except those lights required by the fire marshal. ~~Purchaser expressly agrees that the building management and building concessions manager are aware of this requirement and will comply herewith.~~
- ~~b) Purchaser agrees to provide for the use of Artist, **Three (3) Strong Company Xenon "Super Trooper" spotlights with operators.** Spotlights must be in good working condition and be cleaned and tested prior to the performance. If facility does not have proper working spotlights purchaser is required to provide outside rentals. ~~No spotlights will be provided.~~~~

CLIMATE CONTROL/AIR CONDITIONING

- a) ~~All air conditioning and air handlers in the immediate area of the stage shall be shut down one hour prior to the LUDACRIS' performance. This is Texas in June, the HVAC will remain on and operational.~~

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- **SOUND CHECKS** Due to the full festival schedule, Artists can only be guaranteed a line check.
 - a) ~~Artist will require a minimum of sixty to seventy-five (60-75) minutes for a **CLOSED SOUND CHECK. THIS SOUND CHECK SHALL BE PRIVATE!! ABSOLUTELY NO VISITORS WILL BE ALLOWED OTHER THAN THOSE CLEARED BY ARTIST TOUR MANAGER AND/OR PRODUCTION MANAGER.**~~
 - **PARKING** PER MUTUALLY AGREEABLE ADVANCE
 - a) Parking spaces should be made available for four (4) guest cars. This space shall be made available to the to entourage from two (2) hours prior to doors until the end of Load Out.
 - b) These parking spaces shall be as close to the load in entrance as possible and not accessible to the general public. Purchaser will make reasonable efforts to provide parking close to the venue. Artist understands the venue is a municipal park in the center of town, so parking will be provided, if just may not be directly behind the stage.
 - **SECURITY REQUIREMENTS** ALL SECURITY PER MUTUALLY AGREEABLE ADVANCE. SECURITY DEPLOYMENT AND BRIEFING IS SOLE DISCRETION OF THE PURCHASER.
All matters of security shall be advanced by Artist's Security Director **Mark James (770) 823-8585** Only! Any security issues or questions should be directed to Artist's Security Director. ~~Artists' Tour Manager and Security Director shall have complete and exclusive supervision and control over access to the stage, as well as the deployment of security forces in such areas prior to and during the LUDACRIS performance.~~ Purchaser shall provide at Purchaser's sole cost and expense the below listed security personnel.
 - a) Purchaser agrees to provide competent and licensed security and protection against all loss of musical and electronic equipment, road cases, and personal effects in dressing rooms and all backstage and stage areas.
 - b) The Purchaser will be held responsible for the safety of artist and road crew at all times. Security shall commence upon arrival of Artists' equipment at the venue and shall continue until all of Artist's equipment has been removed from the venue.
 - c) **Security Meeting:** Artists' Security Director shall be allowed to attend the daily tour security briefing with the building, local law enforcement, and T-shirt Security. Artists' Security Director shall be informed of time and location of this meeting.
- Promoter shall provide:**
- d) ~~Promoter shall furnish Security Director with Head of Security's name, contact phone number, pager numbers and fax numbers for advancement purposes.~~
 - e) ~~Promoter shall furnish Tour Manager and Tour Security Director with full and complete diagrams of Venue including capacities, all entrances, exits, stairwells, fire extinguishers and electrical panels.~~
 - a) Promoter ^{requests} shall provide two (2) Security Personnel (one man at each set of stairs to the stage). Security deployment is at the sole discretion of Purchaser.
 - b) Promoter ^{requests} shall provide one (1) Security Person outside of LUDACRIS' dressing room.
 - **ABUSE OF AUTHORITY**
~~Tour Manager or Production Manager reserves the right to have removed from the premises and have relieved of his/her duties any person, security, or house staff who have been seen abusing their authority or using excessive violence to members of the general public or touring staff.~~

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- **CREDENTIALS/BACKSTAGE PASSES** PER MUTUALLY AGREEABLE ADVANCE

- a) Artists' entourage requires All Access ^{Purchaser provided} ~~four~~ laminates that are good for total access to all areas. A personnel list will be provided to purchaser detailing our traveling personnel.
- b) Please understand that we in no way intend to abuse this privilege, and expect to receive the requested numbers. We will require a minimum of thirty (30) passes per performance. ^{per mutually agreeable advance}
- c) ~~Artist shall require reasonable number of press passes (to be requested on a daily basis by artist Tour Manager) for backstage access to authorized press and photographers.~~

Festival to provide their own credentials and thus will NOT be using Artist credentials.

ALL HOSPITALITY PER MUTUALLY AGREEABLE ADVANCE AND BASED UPON BUDGET AND AVAILABILITY IN THE LOCAL ADDISON, TX AREA

LUDACRIS HOSPITALITY RIDER

Purchaser shall supply at Purchasers sole cost and expense, food, drink, and towels for Artists, Production Crew, and Artists touring staff. The following requirements are for Artist and Artist personnel only, and exclude any other personnel working on this production.

1. TOWELS: PER MUTUALLY AGREEABLE ADVANCE

Purchaser shall provide a total of one (1) dozen black stage towels (Must be clean; **NO OLD TOWELS**). Towels shall be available to the Production Manager at load in.

2. DINNER PER MUTUALLY AGREEABLE ADVANCE

Purchaser to provide a buyout for dinner in the amount of five hundred (\$500) cash up front.

LUDACRIS ROOM PER MUTUALLY AGREEABLE ADVANCE

1 Box Organic Green Tea (Tazo) w/condiments i.e.: lemon, organic honey

1 Box Organic Peppermint Tea

1 Box Organic Ginger

~~6 Mint Listerine Travel Size~~

~~6 Gap Crew Neck 3 Large/ 3 Medium T Shirts (3 black, 3 White)~~

~~1 iPhone 12 Charger~~

~~1 Mophie PowerStation Pro Black by Wireless XL w/ PD~~

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The specific brands being requested are per advance and contingent upon the availability of the specifically requested brands in the Addison, TX area.

- ~~1 Crest Spin Rechargeable Toothbrush~~
- ~~2 Crest Toothpaste Travel Size~~
- 1 Large Bags Organic Kettle Cooked Potato Chips (bbq)
- 1 Beanfields Nacho Chips
- 1 Beanfields Cheddar Chips
- ~~2 Jo Malone candles (Peony & Blush Suede)~~ No open flames permitted.
- ~~2 Eucerin Lotion (original dry skin therapy) Travel Size~~
- 1 Can of Almonds
- ~~1 Dr. Bronner's 18: In 1 Pure Castile Soap (Not Peppermint)~~
- 3 Wash Cloths (Wamsutta/Bed Bath & Beyond)
- 3 Drying Towels (Wamsutta)
- ~~1 Bottle 2017 (or before) Joseph Phelps Insignia OR Quintessa Rutherford Napa Valley Red Wine~~
- ~~1 Bottles of Stolli Elite Vodka~~
- ~~1 Bottles of Hennessy Privilege~~ Alcohol is not permitted to be purchased by the municipality.
- ~~2 Bottles Don Julio 1942~~
- ~~1 Bottle Dom Perignon~~
- ~~1 Bottle Moet Rose~~
- ~~1 Pack of (8) AA Batteries~~
- ~~1 Pack of (8) AAA Batteries~~
- ~~1 Lighter~~
- 2 Zero Percent Page Greek yogurt
- 1 (6) Pack Harmless Organic Coconut Water
- 1 organic small Nutzo creamy nut butter packet
- 1/2 Gallon of Simply Organic Orange Juice
- 1/2 Gallon of Organic Cranberry Juice
- 2 Cases of chilled FIJI water (500 Milliliters)
- ~~1 Small Hairbrush (with bristles, African American)~~
- ~~1 Dove Advanced Care Dry Spray Original Clean Deodorant~~
- ~~1 Clothing Steamer~~
- ~~1 Bose Bluetooth Speaker~~
- ~~1 (3) pack Tommy John boxer brief underwear size Medium in blue, grey or black~~
- ~~1 large afro pick~~

NOTWITHSTANDING THE FOREGOING, ALL CATERING MUST BE ADVANCED WITH ARTIST'S TOUR MANAGER, JAMES PULLIAM

AIRFARE IS ARTIST RESPONSIBILITY, INCLUSIVE IN FLAT GUARANTEE

- ~~• AIR TRAVEL: 3 FIRST CLASS, AND 10 COACH TICKETS. TICKETS MAY NOT BE NON-TRANSFERABLE AND NON-REFUNDABLE. JETBLUE/SOUTHWEST/ SPIRIT AIRLINES ARE NOT CONSIDERED ACCEPTABLE.~~

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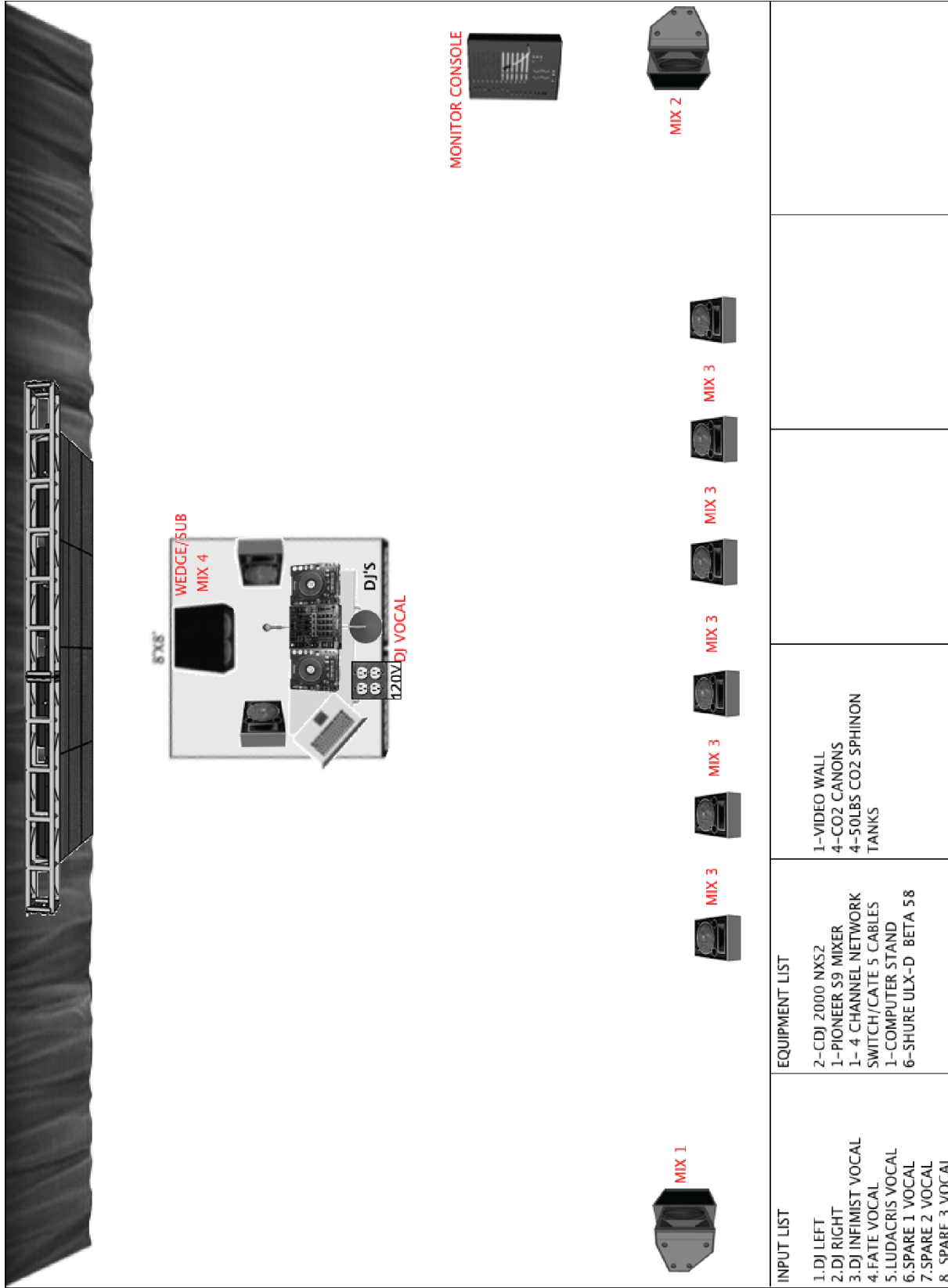
MANAGEMENT CONTACT: JEFF DIXON - CELL: 646.242.6613/212-665-9634

TOUR MANAGER: JAMES PULLIAM- CELL: 404. 496. 0474 / JAMES@CONCERTLOGIC.COM

- ~~HOTEL IS ARTIST RESPONSIBILITY, INCLUSIVE IN FLAT GUARANTEE~~
~~HOTEL: 3 SUITES/ 10 STANDARD KING ROOMS, HOTEL MUST BE 4 STARS OR BETTER AND APPROVED BY MANAGEMENT (RITZ CARLTON/FOUR SEASONS/ ST. REGIS PREFERRED)~~

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INPUT LIST

- 1. DJ LEFT
- 2. DJ RIGHT
- 3. DJ INFIMIST VOCAL
- 4. FATE VOCAL
- 5. LUDACRIS VOCAL
- 6. SPARE 1 VOCAL
- 7. SPARE 2 VOCAL
- 8. SPARE 3 VOCAL

EQUIPMENT LIST

- 2- CDJ 2000 NXS2
- 1- PIONEER S9 MIXER
- 1- 4 CHANNEL NETWORK SWITCH/CATE 5 CABLES
- 1- COMPUTER STAND
- 6- SHURE ULX-D BETA 58

- 1- VIDEO WALL
- 4- CO2 CANNONS
- 4- 50LBS CO2 SPHINON TANKS