

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ENTERTAINMENT AGREEMENT BETWEEN THE TOWN OF ADDISON AND SPJ PRODUCTIONS LTD F/S/O SEAN PAUL FOR PERFORMANCE AT TASTE ADDISON IN AN AMOUNT NOT TO EXCEED \$130,000.00 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 SPJ Productions LTD f/s/o Sean Paul including the Artist Rider and Addenda for performance at Taste Addison in an amount not to exceed \$130,000.00, 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 **22nd** day of **MARCH 2022**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Whitt Wyatt, City Attorney

EXHIBIT A



ENTERTAINMENT AGREEMENT

Event

Taste Addison

Venue

Addison Circle Park
4970 Addison Circle, Addison, TX 75001

Entertainer Name

SPJ Productions LTD F/S/O Sean Paul

Performance Date(s) & Times

June 3, 2022 10:45pm-12:00am (75 minutes)

Total Compensation

\$130,000

Agreement Effective Date

March 14, 2022

Deposit*

\$65,000

**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. 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:**For Entertainer:**

Wesley S. Pierson
City Manager

Date

Name:
Title:

Date

Legal Notice Address:*

Town of Addison
Attn: Wesley S. Pierson, City Manager
5300 Belt Line Road
Addison, Texas 75254

Legal Notice Address:

UTA
F/S/O Sean Paul
225 Polk Ave. Suite #130
Nashville, TX 37203

**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.

EXHIBIT A

City will not use images or video of Artist's Performance for commercial purposes; provided, that City may use the photographs or images for promotional use on the City's public website and social media platforms.

- 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 ^{reasonable} 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

(including government restrictions and mandates)

EXHIBIT A

interruption or delay of transportation services.

Artist illness or serious injury.

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").

beyond the control of either party which prevents or renders performance infeasible or unsafe

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

directly

outside

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 -

EXHIBIT A

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: Robert Stewart
Phone: 917-690-9436
Email: rsconcerts@earthlink.net

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

Number of Band/Crew: _____

Number of Vehicles: _____

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, Entertainer shall provide backline and all other necessary equipment for the Performance at Entertainer's sole expense.

Meet & Greet

Entertainer to participate in an onsite meet and greet with up to 30 participants, including photos and autographs. Specific time and location are per advance.

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 125 miles of Addison, TX for six (6) months prior and sixty (60) days after the show date without the written consent of Addison.

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 20 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
- Backline

EXHIBIT A

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.

EXHIBIT A

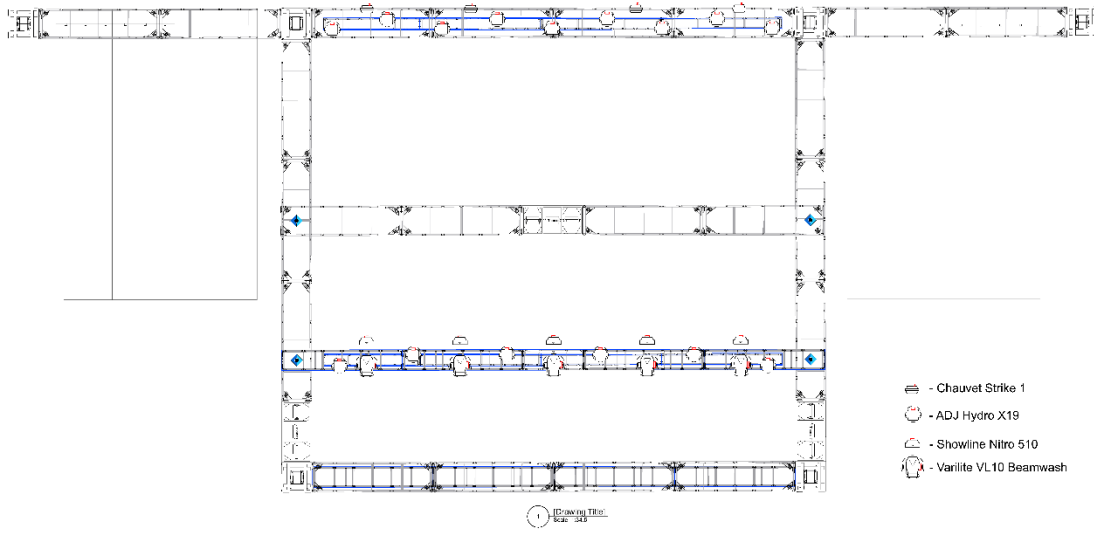
Addendum C Main Stage Production Rider

Audio			updated 2/16/22
	24 RCF TTL55a Line Array	Flown 12 per Side	
	12 RCF TTS56 Subs		
	4 RCF TTL33a Line Array	Front Fills on Subs	
	1 Digico SD12	FOH Console	
	1 Digico SD9	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		
	Festival lighting plot will be set for all performers and at the sole discretion of the Purchaser.		
Video			
	2 16' x 9' Video Wall	on Stage Wings	
	1 16' x 9' Video Wall	Behing FOH	
	1 HD Camera Chain	at FOH	
	1 HD PTZ Camera		
	2 Static HD Camera		
	1 Production Switcher		
	2 Video Wall Controller		
	Video package is for iMag only and not artist content.		

EXHIBIT A

Staging/Rigging			updated 2/16/22
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		
Stage Photos			

EXHIBIT A



<p>THESE PLANS ARE THE PROPERTY OF THE TOWN OF ADDISON, TEXAS. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THESE PLANS WITHOUT THE WRITTEN PERMISSION OF THE TOWN OF ADDISON IS STRICTLY PROHIBITED. THE TOWN OF ADDISON ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THESE PLANS. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE TOWN OF ADDISON DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THESE PLANS. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY AND COMPLETENESS OF THESE PLANS. THE TOWN OF ADDISON SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THESE PLANS.</p>	<p>Revisions</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>Date</th> <th>Notes</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	Date	Notes				<p>Epicenter Productions, LLC 3717 Commerce Pl Suite G Bedford, TX 76021</p>	<p>Taste Addison 2022</p>		<p>Lighting</p>	
	NO.	Date	Notes										
<p>Z. Criso Z. Criso</p>	<p>CAD P. E. Taste Addison 2022.mxd</p>	<p>DATE: 3/2/22</p>	<p>SCALE: 1/4" = 1'-0"</p>	<p>DRAWN BY: Z. Crisp</p>	<p>4</p>								

EXHIBIT A

Addendum D Entertainer Riders

SEE FOLLOWING PAGES FOR ENTERTAINER RIDERS

Addendum D
Addison Entertainment Agreement

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EXHIBIT A

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



TECHNICAL RIDER (For band performances only)

This rider made this 14th day of March, 2022, ~~2021~~ is hereby made a part of the agreement between

Town of Addison hereinafter referred to as "PURCHASER" and

SPJ PRODUCTIONS LTD, f/s/o Sean Paul hereinafter called "ARTIST".

~~The provisions of this Rider will be deemed incorporated in and a part of the Concert Agreement for the performance~~

(ENGAGEMENT) of the ARTIST at: Taste Addison on June 3, 2022.

In the event of any inconsistency between the provisions of this Rider and the ~~Concert Agreement~~, ^{Addison Entertainment Agreement} ~~the provisions of this Rider~~ shall control. ~~The Concert Agreement as modified by this Rider~~ ^{Addison Entertainment Agreement} is referred to herein as the "Agreement". The staff for ARTIST consists of the Production Manager who is responsible for the direction of the presentation with respect to personnel, lighting, video, sound, backline, and staging.

CONTROL OF PRODUCTION

The ARTIST shall have ~~the sole and exclusive~~ ^{Artist's} control over the production, presentation and performance of the entertainment unit in connection with this engagement, including but not limited to the details, means, and methods of the performance of the entertainment unit and each member thereof, and the persons to be employed by ARTIST in performing the provision hereof on ARTIST's part to be performed.

It is specifically understood and agreed that Production Manager for the ARTIST shall have ~~the sole and absolute~~ ^{Artist} authority in directing personnel operating all lighting and sound equipment during load-in, setup, sound-check and each performance scheduled hereunder. PURCHASER agrees to contact and assist Production Manager for the ARTIST to coordinate all details concerning this engagement, including band gear rentals, sound, lighting and staging.

~~PRODUCTION BUY-OUT~~ ^{Production provided by Purchaser. See Addendum C "Main Stage Production Rider".}

~~A production buyout of \$3,000 is to be deposited with our booking agent. This is to ensure that all requirements, especially labour requirements are met. If there are not enough stage hands and ARTIST's crew has to step in and cover this deficiency ARTIST's crew will be paid out of these funds. If the sound company does not send required or qualified personnel to set up audio and patch the stage in a timely and professional manner ARTIST's crew will step in and cover this deficiency. If the lighting and/or video company does not send required or qualified personnel to set up lighting and/or video ARTIST's crew will step in and cover this deficiency. If all goes well and the ARTIST's crew is not required to augment sound, lighting, video or backline crews the production buy-out will be returned after the show.~~

PRODUCTION ADVANCE

Contact must be made between PURCHASER and ARTIST's Production Manager without onus being placed on any one party but on both by telephone, ~~fax~~, and/or email at least one month prior to the date of engagement to confirm all points of this production rider. If there are any questions or changes to this rider, on your behalf, they must be submitted to:

~~and how that integrates with what is being provided by the Purchaser via Addendum C.~~
Tour & Production Manager
Robert Stewart
Mobile 1: 1.917.690.9436
Mobile 2: 1.876.428.7268
Skype: rsconcerts
email: rsconcerts@earthlink.net
email: rsconcerts@icloud.com

EXHIBIT A



1. REPRESENTATION

PURCHASER agrees to furnish, at his own expense, his personal representative capable of making any decisions pertaining to the Engagement from the time of arrival of the production equipment (including any outside staging materials) through to the time of departure. This representative must have copies of this entire Agreement together with any Rider(s), copies of all e-mails, faxes and letters pertaining to the Engagement.

The PURCHASER's production director and /or chief representative must be present at the venue at load-in to meet, discuss and to coordinate with ARTIST's Production Manager, setup and presentation of the performance. This person shall be present at the place of this engagement for the duration of, and until the completion of said engagement given under the terms of the contractual agreement.

2. ACCESS Parking per mutually agreeable advance. Purchaser shall make reasonable efforts to provide parking close to venue. Artist understands that the venue is a municipal park in the center of town so parking will be provided, it just may not be directly behind the stage.

The PURCHASER agrees to provide and, if necessary, pay for adequate parking spaces for all vehicles in the ARTIST's tour party close to and with direct access to the stage door. This is to be available from the scheduled time of load-in until completion of show, departure of ARTIST and production crew (load-out). The PURCHASER will be responsible for arranging all permits or documents necessary for parking at his own expense.

ARTIST staff shall have complete and unhindered access to the venue from scheduled load in on the day(s) of engagement(s), unless otherwise stated in the contract, for installing equipment.

The audience and backstage areas must be in a clean and in a presentable condition, and free of any physical obstacles or hazards, which may jeopardize the public or crews.

3. PERSONNEL ALL LABOR PER MUTUALLY AGREEABLE ADVANCE

NOTE: PRODUCTION MANAGER WILL CONFIRM ALL CREW CALLS DURING ADVANCE.

The PURCHASER is also to ensure the provision of necessary ramps, steps and lifts when necessary. The ARTIST accepts no responsibility at all for a delay in show time as a result of non-compliance with these requirements.

~~No equipment will be unloaded unless the stated number of loaders and stagehands are available to assist the ARTIST's production crew.~~ PURCHASER agrees to furnish the following personnel, at no cost to ARTIST, to assist in the unloading, setup, performance, breakdown and loading of production equipment used by ARTIST's production crew.

Labor will be provided. The specific title of the labor provided is per advance. Not all titles listed herein will be provided.

ARTIST's load-in requires the following personnel: (load in call time to be determined by Production Manager)

1	House electrician	4	Loaders
6	Stagehands	1	Backline Technician (from backline company) <small>Backline is Artist's responsibility and not that of the Purchaser.</small>
1	Monitor System Technician	1	FOH Audio System Technician
2	Audio Patch Technicians	3	Video Technicians
1	Lighting Director	4	Lighting Technicians
1	Production Runner <small>to be shared amongst all Artists</small>		

ARTIST's show call requires the following personnel: (show call time 30 minutes prior to performance)

1	House Electrician/House Lights	2	Lighting Technicians
2	Follow-spot Operators	1	Lighting Director
4	Stagehands	1	Backline Technician <small>Backline is Artist's responsibility and not that of the Purchaser.</small>
1	Monitor System Technician	1	FOH Audio System Technician
2	Audio Patch Technicians	2	Video Technicians

ARTIST's load out requires the following personnel: (load out call time 30 minutes prior to end of performance)

1	House electrician	4	Loaders
6	Stagehands	1	Backline Technician <small>Backline is Artist's responsibility and not that of the Purchaser.</small>
1	Monitor System Technician	1	FOH Audio System Technician
2	Audio Patch Technicians	3	Video Technicians
1	Lighting Director	4	Lighting Technicians

EXHIBIT A



3. PERSONNEL

Runner

PURCHASER agrees to provide, on production load in day and on day of show, ~~for ARTIST's exclusive use, two (2) production runners.~~ ^{one (1)} Runners must be separate from loaders/stage hands. The Runners must each be equipped with a ~~late model 15-passenger van,~~ a valid drivers license, cellular phone and a working knowledge of the area's restaurants, musical instrument stores, local sound and lighting supplies, hardware stores, laundries, etc. ~~These runners shall be under the direction of the ARTIST's Production Manager.~~ Runners must speak English. ~~Runner to be shared amongst all Artists.~~ ^{Runner to utilize municipal vehicle.}

4. STAGE Stage provided by Purchaser. Addendum C attached hereto is what will be provided for Artist's performance.

Indoor Specifications

~~48'(w) x 36'(d) x 5'(h) minimum performance area capable of supporting 150 lbs/sq. ft.~~

~~Stage must have access steps to upstage left and right and an equipment access ramp to upstage area.~~

~~The floor of the stage must be smooth, clean and free of holes or protrusions, splinters, tacks, nails, or any other surface imperfections. If the stage does not meet these criteria a "Marley" type portable dance floor must be laid on top of the existing stage.~~

~~A crossover from stage left (SL) to stage right (SR) is required behind the stage. If this is not available a cross space is to be maintained between the stage back wall and the set with a full stage black velour curtain hung so as to enable crossovers.~~

Outdoor Specifications See attached Addendum C "Main Stage Production Rider" for exact stage size.

In addition to the indoor specifications PURCHASER agrees to provide a TOMCAT, Thomas Engineering or Mountain Productions roof system or product of equal quality. All structures to be fully waterproofed with roof, back and side walls. An engineering report form the manufacturer must be submitted to our production manager 2 weeks prior to the engagement.

A certified head rigger must be onsite from load in to load out. All additional riggers must be certified.

Catwalk

~~Under no circumstances will a catwalk be added to the stage unless specifically agreed to by ARTIST in the form of an addendum to this document.~~

Wings Wing size is pursuant to the attached Addendum C "Main Stage Production Rider".

~~Stage right wing shall be a minimum of 20 feet wide by 16 feet deep. Stage left wing (monitor world) shall be 20 feet wide by 16 feet deep.~~

Drapery

~~A black velour grand drape must be hung upstage of all lighting trusses.~~

~~2 Legs shall be hung on both SL and SR, 12' from the grand drape, with at least 24' between them, of sufficient width such that the offstage edges are out of sight from the audience.~~

~~Black teaser to cover downstage edge of all lighting trusses~~

Stairs

2 sets of stairs are required for the stage. One set stage left and one set stage right.

DJ Riser

One 16' x 12' x 3' or 5m x 4m x 1.2m riser

One 8' x 8' x 2' or 2.5m x 2.5m x 60cm riser

Three (3) 4' step units and two (2) 2' step units are required.

ALL RISERS SHOULD BE SKIRTED IN WHITE MATERIAL (Duvetyne, Spandex or Vinyl. Please refer to stage plans.

Band Risers

Drum Riser w/step unit One - 8' x 8' x 2' or 3m x 2m x 60cm

Bass Riser w/step unit One - 8' x 8' x 2' or 3m x 2m x 60cm

SL Keyboard Riser w/step unit One - 8' x 8' x 2' or 2m x 2m x 60cm

SR Keyboard Riser w/step unit One - 8' x 8' x 2' or 2m x 2m x 60cm

These dimensions are the minimum required. All risers and DJ table should be skirted in white and capable of supporting 150-lbs/sq. ft. 2' step units should be placed on the upstage edge of the drum riser and stage left keyboard riser. If there are other acts on the bill, ~~separate rolling risers must be provide for these acts.~~

EXHIBIT A



5. POWER Power provided by Purchaser. Addendum C "Main Stage Production Rider" attached hereto is what will be provided for Artist's performance.
117 Volts, 60 Hz AC (North American configuration). Backline power should be on the same service as sound company. Lighting is to be given it's own required power from a separate, isolated service.

Front of House (FOH)

1 117 Volts, 15 Amps, 60 Hz service

Monitors

1 117 Volts, 15 Amps, 60 Hz service

Stage

5 117 Volts, 15 Amps, 60 Hz services are to be provided. All services must be tested for correct voltage, grounding etc. Voltage shall vary no more than five percent (5%) from 117 Volts with no current drain to when full current drawn. Each service must terminate in a quad box with American-style (Edison) outlets. Each service must be phase coherent and isolated. **This is non-negotiable.**

6. COMMUNICATION Provided by Purchaser. Addendum C "Main Stage Production Rider" attached hereto is what will be provided for Artist's performance.

Sound company shall provide a production intercom system, which allows the ARTIST's Production Manager and sound engineers to communicate between monitors and FOH.

Lighting company shall provide a production intercom system, which allows the ARTIST's Production Manager, lighting director and follow-spots to communicate:

7. LIGHTING Lighting provided by Purchaser. Addendum C "Main Stage Production Rider" attached hereto is what will be provided for Artist's performance.

~~The lighting company shall provide a professional concert lighting system as per Lighting Plot. Stage lighting is to be under complete control of ARTIST's Lighting Director.~~

~~It is imperative that all lighting paperwork (patch sheet, etc.) be supplied to the LD at least two weeks before arrival onsite.~~

Lighting Fixtures

- 8 4-lite Mole
- ~~16 2-lite Mole~~
- ~~44 CLP X4L Wash Lights~~
- ~~18 MegaPointes~~
- ~~56 Pointes~~
- ~~12 CLP JDC1~~
- 2 Radiance Hazers w/Fan ~~No Foggers!!~~ **Must Be Water Based**

*****Please note all noted fixtures can be replaced with a comparable unit as long as we are advised beforehand and Artist's production approves of these changes....**

Follow Spots No spotlights will be provided.

- ~~4 Robert Juliat Aramis Follow Spot @ 2.5kw~~

~~All follow spots must be supplied with qualified operators and hands free communication (Clear com, Telex) between ARTIST's LD and each follow spot operator. NO EXCEPTIONS.~~

~~For ALL international engagements, it is imperative that each follow spot operator speaks fluent English.~~

Lighting Console

- MA Lighting grandMA2 full-size with backup console

Work Lights

In the event that ARTIST's production crew is required to load in and setup at night PURCHASER will provide, at his expense, work lights for the duration of load in, setup and load out.

8. VIDEO Video provided by Purchaser. Addendum C "Main Stage Production Rider" attached hereto is what will be provided for Artist's performance.

Display Solutions – On Stage

- 1 Center LED Video Wall, min 24ft (w) x 14ft (h) 6 - 12mm minimum pixel pitch
- 2 Side Video Panels, min 10ft (w) x 14ft (h) 6 - 12mm minimum pixel pitch

EXHIBIT A



8. VIDEO Production provided by Purchaser. Addendum C "Main Stage Production Rider" attached hereto is what will be provided for Artist's performance.

Control

~~DVI or HDMI line to screens, landed at FOH~~

~~Artist will supply a MacBook Pro running Resolume Arena Media Server~~

Screens used for house iMag content only.

Aux

~~24" LCD Preview / Program Monitor~~

9. EFFECTS

~~PURCHASER agrees to provide the effects packages listed below. In addition, a qualified operator must accompany these items for setup and show.~~

Pyrotechnics

~~Under no circumstances will flammable pyro (flash pots, maroons, silver jets, gold fountains, comets, mines, waterfalls, etc.) be permitted onstage without prior approval from ARTIST's Production Manager.~~

- 6 CryoFX CO2 Jet DMX Switchable CO2 Jet unit with attached quick connect fitting and base plate for mounting
- 2 CryoFX CO2 Jet DMX Switchable CO2 Jet unit with attached quick connect fitting and base plate for mounting
- 2 Flutter FEETI@s 6 inch Continuous Flow Confetti Gerb Launcher
- 2 Flutter FEETI@s 3 inch Continuous Flow Confetti Gerb Launcher
- 6 50 lb. liquid siphon CO2 tanks for CryoFX CO2 Jet
- 6 25 lb. liquid siphon CO2 tanks for CryoFX Cryo Gun and Confetti Gerb Launchers

10. LOAD IN AND SOUND CHECK

Day of show schedule per mutually agreeable advance.

Due to the full festival schedule, Artist can only be guaranteed a line check.

~~PURCHASER agrees to provide 3 hours load in and set up plus a ninety (90) minutes sound check. It is understood that this has no relation to sound, stage, and, lighting setup and or technical difficulties. PURCHASER agrees not to open the venue to the public until first obtaining consent from ARTIST's Production Manager. Only personnel directly involved with the event are allowed in the venue during sound check. This is non-negotiable.~~

11. SOUND

Audio provided by Purchaser. Addendum C "Main Stage Production Rider" attached hereto is what will be provided for Artist's performance.

All audio is to be under the complete control of ARTIST's sound engineers. This includes the freedom to change FOH/Monitor, equalization, processor, effects settings, number of inputs, etc. The ARTIST will not under any circumstance share console channels. **This is non negotiable.**

FOH Mix position must be centered, no further than ¹⁰⁰~~80~~ feet from the downstage edge of the stage and placed on ground level. System drive (crossovers, processors, EQ, limiting, CD player, DAT Recorder) must be located at the FOH location.

Front Of House Specifications

~~The ARTIST requires a state of the art PA system (d&b J Series, L Acoustics K1 or K2, Meyer Sound LEO or LYON, JBL VTX or VerTec Series, Martin Audio W8L Longbow, Adamson E Series). This shall be a full range system, with subwoofers, capable of reproducing a frequency response of 35Hz. to 20Khz +/-3db and have the capability of producing an SPL of 110 db "A" weighted at the FOH mixing position.~~

Front Fills

~~These should be low profile, compact, full range cabinets in order to maintain sight lines. These cabinets should have wide horizontal, and narrow vertical coverage, angles in sufficient quantity to provide adequate coverage for the first four to six rows of the audience.~~

Delay System

~~These should be full range cabinets in sufficient quantity to augment the main PA and provide adequate coverage for the members of the audience 150' and more from the main PA. Delay system must be time aligned to the main PA.~~

EXHIBIT A



11. SOUND ALL SOUND IN THIS SECTION IS PER ADDENDUM C "MAIN STAGE PRODUCTION RIDER" PROVIDED BY FESTIVAL

Consoles

DiGiCo Consoles are what 2019 ARTIST show requires. All consoles specs are below and be fitted with DiGiCo Optic option. We can discuss MADI stage racks as per advance if Fiber is unavailable. These consoles are for the EXCLUSIVE use of ARTIST unless discussed per advance.

FOH Console

DiGiCo SD10 or SD5 Console 96k with current software and short easy tilt

- (1) 21" Flat Video Monitor VGA, w/ Manfrotto swing arm
- (1) Wavesgrid Extreme Server with authorized router, we will supply laptop & MGB
- (1) Fostex 6301B speaker for shout
- (1) LM44 w/tablet

FOH Drive/Outboard Processing

1 x Tascam SS-CDR200 USB Audio Recorder

Monitor Specifications reasonable and industry standard

The ARTIST requires a ~~state-of-the-art~~ monitor system (e.g. L-Acoustics X15 HIQ, d&b audiotechnik M Series or Meyer Sound MJF-212A). All floor monitors to be two-way with one or two 12" low-frequency transducer and one 2" high-frequency driver. Side-fills and drum-fills must be augmented with subwoofers and be capable of reproducing a frequency response of 35Hz. to 20Khz +/-3db and producing an SPL of 110 db "A" weighted at center stage. **Passive components are not acceptable.**

Monitor Console

Monitor console must be set up stage left.

DiGiCo SD10 with current software and short easy tilt

- 1 21" Flat Video Monitor mounted w/ swing arms
- 1 Rosendahl Mif4 w/ midi cable<<<Per Advance
- 1 Fostex 6301B speaker for shout

SD RACK w/DiGiCo Optic and DiGiCo Optocore Fiber snake

- Digico 192Khz SD-Rack w/DiGiCo Optic
- 7 Analog Input Cards
- 5 Analog Output Cards
- 2 AES Output Cards

Monitor Cabinets

10 x Two-way floor wedges includes two (2) spares.

1 x Drum sub shall consist of 2 x single 18" or 1 x dual 18" subwoofer.

Side-fills shall consist of a minimum 2 x full-range enclosures and 2 x double 18" subwoofer enclosures per side.

Typically our side-fills consist of 3 x L-Acoustics Kara over 3 L-Acoustics SB18 per side.

In-ear Systems

- 10 Channels of wireless IEMs: Shure PSM 1000 or PSM 900 with 12 bodypacks
- 2 Splitter/antenna distribution systems
- 2 Helical antennas with BNC Cables
- 1 All wireless must be connected via Ethernet Switch(s)
- 1 Laptop with Shure Wireless Workbench Software

Wireless Microphones

- 3 Sennheiser EM 3732-II dual wireless receivers with:
- 6 Sennheiser SKM 5200 handheld transmitters with MD 5235 capsules
- 2 Sennheiser directional antennas

EXHIBIT A



11. SOUND ALL SOUND IN THIS SECTION IS PER ADDENDUM C "MAIN STAGE PRODUCTION RIDER" PROVIDED BY FESTIVAL.

Microphones/DI Boxes

14	Passive DI boxes (Radial JDI)	3	AKG 414
1	Shure Beta 91	1	Shure Beta 52
3	Shure SM 57	2	Shure Beta 58 with switch
4	Sennheiser e904		
2	Audio Technica 4050 or equivalent		

12. BACKLINE Backline is Artist Responsibility. Purchaser will connect Artist to production company to source backline.

PURCHASER will furnish for this engagement, at his own expense, and for the ARTIST's exclusive use, the following musical instruments. These instruments must be in first class working condition. **This is non-negotiable.**

Acoustic Drum Kit — DW Collectors Series or Pearl Reference (color: black)

1	22" x 18" Bass drum	1	10" x 9" Rack Tom
1	12" x 10" Rack Tom	1	16" x 16" Floor Tom
1	DW or Pearl 14" x 6.5" Maple Snare	1	DW or Pearl 14" x 5.5" Maple Snare
1	DW or Pearl 10" x 4" Maple Snare Drum		

- Rack toms must be mounted on bass drum.
- Bass drum: Evans EMAD drum head (color: black) with appropriate dampening
- Rack Toms: Evans Red Hydraulic Tom Batter drumheads. Floor Tom: Red Evans EMAD drumhead
- All Snare Drums: Evans Red Hydraulic Snare Batter drumheads

Cymbals — Zildjian K Sweet, K Dark or A Series

1	Pair Zildjian 14" A Series New Beat Hi hats	1	Zildjian 22" Ride
1	Zildjian 10" Dark Crash	1	Zildjian 18" Crash
1	Zildjian 18" EFX Crash	1	Zildjian 14" FX Oriental China
1	Zildjian 10" Spiral Stacker over 12" Splash	1	Zildjian 10" Splash
1	Zildjian 8" Splash	9	Heavy Duty Boom Cymbal Stands
3	Heavy Duty Snare Stands		
1	Heavy Duty Hi hat Stand	2	DW 9000 Kick Pedal
1	DW 9000 Air Lift Drum Throne	1	Roland SPD-SX Sampling Percussion Pad w/Stand
2	Yamaha DTX 8" Electronic Drum Pad w/Stands	1	8' x 8" Drum Carpet (black or gray)

Bass Guitar

2	Eden World Tour 800 Bass Amplifiers (bridged)
4	Eden D410 XST (4 x 10") Bass Cabinets w/Speaker Cables
1	Shure UHF-R Wireless Guitar System
1	Bass Guitar Stand

Keyboards Stage Left **No Weighted Keyboards!**

1	Roland V-Synth GT Keyboard
2	Korg M3 61 Note Keyboards
1	Korg Kronos 2 61 Note Keyboard
2	Quick Lok heavy duty, double brace 2-Tier keyboard stands (QL-742 or QL-642)
1	Mackie 1402-VLZ3 Mixer

Keyboards Stage Right — Musical Director **No Weighted Keyboards!**

2	Roland D-50 Keyboards w/Roland sustain pedals
2	Korg M1 Keyboards w/Korg sustain pedals
1	USS Apex AX-48 Pro 3-tier keyboard stand w/one pair of 18" tribar arms and 2 pairs of 13" tribar arms
1	USS Apex AX-48 Pro single-tier keyboard stand w/one pair of 13" tribar arms
1	Mackie 1402-VLZ3 Mixer

KEYBOARDS MUST BE IN PROPER WORKING CONDITION (buttons, keys, faders, ports, outputs, card slots, etc.)

DJ Equipment:

2	Pioneer-CDJ 2000 NSX2 Professional Digital CD Deck with current firmware
1	Pioneer-DJM 900NSX2 or DJM 2000NSX Professional DJ Mixer with current firmware
4	Cat5 cables
1	Truss style DJ table must be capable of supporting 60 lbs. and be skirted in black (must not sway or rock back and forth). Height — 32" or 80cm

EXHIBIT A



12. BACKLINE

Miscellaneous:

- ~~20 1/4" Guitar cables (20)~~
- ~~10 1/4" Guitar cables (10)~~
- ~~10 1/4" Patch cables (6)~~

13. SECURITY ALL SECURITY PER MUTUALLY AGREEABLE ADVANCE. SECURITY DEPLOYMENT AND BRIEFING IS SOLE DISCRETION OF PURCHASER.

It is agreed and understood that the PURCHASER is fully responsible for the safety and security of the ARTIST and Tour Party, their equipment and personnel for the duration of, and preparation for, the engagement. ~~It is agreed and understood that, whilst ARTIST's equipment and/or personal belongings are in the venue, the security of said property is the PURCHASER's responsibility and should any of the aforesaid articles be lost, stolen or destroyed, the PURCHASER will reimburse the ARTIST in full at current replacement value of whatever should be lost, stolen or destroyed.~~ PURCHASER is a Texas local government entity prohibited by law from providing contingent liability in this agreement.

PURCHASER will be required to provide adequate security arrangements for the ARTIST and his entourage, subject to the ARTIST's requirements. All security personnel employed by the PURCHASER or the venue shall have experience in security procedures and crowd control. Said security personnel must be easily identifiable by such means as uniforms, vests or distinct identification tags.

Security personnel must keep persons not directly connected with the production of ARTIST's performance clear of the stage areas, and without limiting the foregoing, PURCHASER shall prevent the audience from climbing on or tampering with any aspect of the staging area.

~~Personnel assigned to the stage, dressing rooms, and hospitality areas must report and receive instruction and deployment from the ARTIST's Tour manager of the stage area, backstage area and dressing rooms.~~

~~NO ONE other than those designated by the ARTIST's security director or Tour Manager shall have access to on stage or backstage area at any time.~~

PURCHASER shall provide, at his own expense, the following security personnel: -

Two (2) persons to be positioned by the FOH mixing desk(s)

At least four (4) security persons must be assigned around the stage during the performance to ensure the safety and privacy of the ARTIST at all times.

~~Security personnel will at all times be under the direction of the ARTIST's personal security supervisor from the time the doors open until The ARTIST's staff has left the venue.~~

The PURCHASER shall be responsible for ARTIST's safety and PURCHASER is hereby advised that ARTIST's Tour Manager will be relying upon the fast delivery of all messages, letters, gifts, etc. addressed to ARTIST. This point particularly addresses those messages which may be threatening, bizarre, or in some other way inappropriate. The PURCHASER shall provide ARTIST's Tour Manager access to these items immediately upon receipt. However, under NO CIRCUMSTANCES, should ARTIST be presented with these items directly.

14. PASSES PER MUTUALLY AGREEABLE ADVANCE

In order to ensure the punctual presentation of the performance(s) contracted herein and to ensure the rapid correction of any circumstances which may occur, the ARTIST's Tour Manager shall be supplied with the number of passes set forth in and agreed to in the ~~contractual agreement hereunder~~ ^{advance}, which are to be supplied by PURCHASER. The ARTIST's Tour Manager shall be supplied with the necessary identification, passes and authorization, which will facilitate the complete freedom of movement throughout the venue for all members of the ARTIST's production staff. These passes must be good for all areas. All passes shall be made available to the various PURCHASER personnel prior to sound check.

15. GUESTS

NO GUESTS WILL BE PERMITTED IN THE TECHNICAL AREAS OR ON STAGE!!

All guests should be confined to their ticketed seats or the hospitality / green room. ~~Guests will only be permitted in the dressing rooms at the discretion of the ARTIST. Record company and VIP guests should receive first rate cordiality as long as it does not infringe on the privacy of the ARTIST.~~ ^{Purchaser to provide 20 General Admission Comp Tickets. The number of "Artist Comps" issued doesn't automatically include back stage and/or back of house access. To ensure security of all involved, all "Artist's Guests" (also defined as non-touring Artist personnel) are subject to approval by Purchaser for backstage access.} Notwithstanding the foregoing, guests will not be allowed in the backstage area and/or green room without consent from the onsite POC.

EXHIBIT A



16. MISCELLANEOUS

Any proposed additional terms and / or conditions which may be affixed to this agreement by PURCHASER shall not become part of this agreement until signed by ARTIST or the ARTIST's duly appointed representative. By sole act of signing, PURCHASER fully accepts all provisions of the ARTIST's technical rider as an integral part of the contract agreed to and signed hereunder. It is especially understood that the ARTIST accepts no responsibility for any delay to performance time as a result of the requirements of this technical rider not being met by PURCHASER.

This Rider has been prepared to enable SEAN PAUL to give his best performance and should be adhered to strictly. If there are any revisions you wish, they must be confirmed, in writing, by PURCHASER.