## PARIS PERFORMANCE AGREEMENT RIDER

Performance Coordinator:

On The Strength, c/o Sadiki Nia, 510-601-5887, e-mail: thousandstrength@hotmail.com

Artist Members: Paris +3

This Rider ("Rider") is attached to and made a part of the Agreement ("Agreement") between PARIS ("Artist") and the PURCHASER of said services ("Purchaser"), as defined on the face of the Agreement in connection with the Artist's performance(s) at the venue(s) described therein ("Venue" or the "Engagement"). This Rider is not meant to cause hardship to the Purchaser, but rather to allow the Artist to perform to the best of their ability. This Rider is part of the Agreement and is binding upon ALL ENGAGEMENTS, REGARDLESS OF AGREED UPON PERFORMANCE FEE. Artist must approve all changes to this Rider in writing.

- 1. Artist requires access to venue no later than (5) five hours prior to doors opening to allow adequate time for set up and sound check. ARTIST WILL NOT PERFORM WITHOUT A SOUND CHECK BEFORE DOORS OPEN AT VENUE. In addition, Artist will require a minimum of (20) twenty minutes for set change when another act is performing at the Engagement. Home, pager or cell telephone numbers of individuals responsible for opening the Venue are requested.
- 2. Two (2) loading assistants are requested at the designated load-in time and immediately following Artist's performance at the backstage area for load-out.
- 3. Two (2) double hotel rooms per night are required at a COMMERCIAL HOTEL (i.e. Holiday Inn, Best Western, Hampton Inn, etc.). EARLY CHECK-IN requested day of show along with confirmation of hotel address, phone and fax numbers. NON-SMOKING ROOMS, PLEASE.
- 4. Artist may sell souvenir items and/or Artist's Licensed Products at no cost to the Purchaser. A well-lit, high-traffic area with one (1) eight-foot long table, one (1) electrical outlet and four (4) chairs are requested.
- 5. Artist and/or Artist's Representative shall have the sole and exclusive right, though not the obligation, to sell Artist's Licensed Products at the Engagement. Purchaser further agrees and warrants that there shall be no sale or other distribution of recordings and/or other souvenir materials/products other than by Artist and/or Artist's Representative immediately preceding, during and/or immediately after Artist's Performance without the prior written consent of Artist. Artist shall retain 100% of the proceeds from such sales, unless otherwise agreed.
- 6. Artist requests fifteen (15) complimentary tickets per show to accommodate special guests of the Artist. Artist may require additional passes for any type of media (Radio, TV, etc.).

- 7. Purchaser will not permit video cameras to be brought into the Venue, or allow taping of any nature without written consent of Artist.
- 8. Purchaser is solely responsible for providing security in connection with the Engagement, including, without limitation, the protection of Artist, Artist's employees and agents, equipment, instruments and patrons. To this end, Purchaser shall provide and pay for a minimum of five (5) security people from 1/2 hour before through 1/2 hour after the performance that shall operate under the direction of the tour manager. When necessary, Purchaser may need to provide security for the dressing areas, stage, and mixing position. SECURITY FOR THE AUTOGRAPH LINE IS MANDATORY.
- 9. Purchaser will provide a hot meal for Artist and crew the day of the show, at a time convenient to Artist. No pork or alcohol is to be served.
- 10. Artist requests upon arrival:

Three (3) Cordless Microphones

Two (2) professional-standard DJ Turntables (Technique 1200's or equivalent)

One (1) professional-standard DJ Mixer (Newmark or equivalent)

Sufficient space to hang a 9 x 14 ft backdrop banner

One (1) case of bottled water

Five (5) lbs. of ice

Eight (8) 9 volt Duracell or Energizer / Alkaline Batteries

NOTE: BATTERIES ARE FOR THE ARTIST'S MONITOR AND WIRELESS UNITS USED DURING THE SHOW, THEREFORE THEY ARE NOT NEGOTIABLE.

- 11. Artist requests four (4) hand towels.
- 12. Artist' production manager shall have total control of all elements pertaining to the presentation of the show, including mixing and lighting consoles, and dB LEVEL. Purchaser shall provide separate and adequate power services, one for sound and one for lighting, within 50 feet of the stage. IF PRODUCTION REQUIREMENTS ARE NOT MET, PURCHASER MAY RISK CANCELLATION OF ENGAGEMENT
- 13. Artist must clear all promotions and non-performance appearances by Artist associated with promoting the Engagement.
- 14. Airline expenses for a travel party of four (4) people shall be incurred solely by Purchaser, as detailed in the Agreement. Secure parking for one 45' Tour Bus should be made available, if deemed necessary by Artist, in the event travel to the Engagement does not require air travel. Professional transportation and a driver knowledgeable of the area are necessary to transport Artist to and from the Venue and Hotel and also to any promotional appearances.
- 15. When performing as the support act, Artist is to receive "SPECIAL GUEST" billing in all advertising and promotion. When headlining, Artist shall have final approval of all support acts, and what equipment, if any, can be shared. Artist's official logo must be used in connection with

promotion of the Engagement and can be found online at <a href="http://www.guerrillafunk.com/press/parismasterlogo1.tif">http://www.guerrillafunk.com/press/parismasterlogo1.tif</a>. Reference to Artist's website, <a href="http://www.guerrillafunk.com">www.guerrillafunk.com</a>, must be made on all promotional materials as well.

- 16. ALL OUTDOOR VENUES MUST HAVE A COVERED STAGE AND COVERED MIXING POSITION to protect the equipment from the elements. Artist WILL NOT PERFORM ON A WET STAGE. In the event the show is not presented because of inclement weather, Artist shall still be paid in full provided that Artist is able to perform as specified in the Agreement.
- 17. All requests for interviews of any media type should be directed to the publicist, Nicole Balin, at 323-651-1580, e-mail: <a href="mailto:nikyb@adelphia.net">nikyb@adelphia.net</a>. All photos and likeness of Artist used in advertising and publicity must be supplied or approved by Artist. A general selection of approved images can be found online for download at <a href="http://www.guerrillafunk.com/press/presskit.html">http://www.guerrillafunk.com/press/presskit.html</a>.
- 18. All forms of sponsorship must be authorized by Artist. This includes the designation of any radio station as a "presenter" or "welcoming station" which MUST BE APPROVED IN WRITING BY Artist well in advance of the date of the Engagement.
- 19. Purchaser shall secure a valid insurance policy in effect for each Venue throughout each Engagement (including load-in & load out) and in relation to all rehearsal facilities, to cover Purchaser's and public liability, worker's compensation, third party claims and any other appropriate coverage to a limit not less than ONE MILLION DOLLARS (US \$ 1,000,000.00) and unlimited in the aggregate. Purchaser shall name Artist, Artist and their respective employees and agents as additional insured on said policy. Proof of such policy shall be furnished to Artist, upon demand, prior to each Engagement. Purchaser further agrees to provide full replacement-value insurance coverage on all equipment and merchandise provided by Artist. Said coverage shall include protection against fire, vandalism, theft, riot or any other type of act or event causing harm or damage to, or loss of, the equipment and merchandise so provided. Copies of such must be presented to Artist upon request.
- 20. Purchaser shall pay, at it's sole expense, all taxes, fees, dues, levies and the like relating to the Engagement and the sums payable to Artist shall be free of same. The foregoing shall not apply to any Federal or State income taxes imposed by law on Artist for Engagements performed within the United States (unless otherwise stated on the face of the Agreement) but shall apply to all forms of taxes including, without limitation, any business occupancy tax or any value added tax (VAT).
- 21. When working for additional bonuses or gate percentages it may be necessary for Artist or Artist's agent to review ALL show expenses and receipts, a ticket manifest of all printed tickets and all remaining tickets, during the settlement.
- 22. Cancellation. In the event of sickness, accident to Artist, Act of God, fire, riot, flood, epidemic, interruption or delay of transportation or emergencies, it is understood that Artist's obligations to perform may be waived. In the event of conflict, Artist may cancel Engagement without liability by giving Purchaser at least 30 days notice or if the Artist Rider has been

disregarded.

- 23. Purchaser will at all times indemnify and hold harmless Artist and any affiliates, subsidiaries, assigns or Licensee of Artist (collectively "Indemnified Parties") from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses, court costs and counsel fees, arising out of or in any way related to the performance Engagement detailed herein.
- 24. It is understood and agreed that in entering into this Agreement, and in rendering services pursuant thereto, Artist has, and shall have, the status of an independent contractor and nothing herein contained shall contemplate or constitute Artist as Purchaser's employee or agent, or Purchaser as Artist's employee or agent, and nothing herein contained shall contemplate or constitute a partnership or joint venture between Artist and Purchaser.
- 25. This Agreement has been entered into in the State of California, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of California applicable to agreements entered into and performed entirely within the State of California. The California courts, only, will have jurisdiction of any controversies regarding this Agreement; and, any action or other proceeding which involves such a controversy will be brought in the courts located within the State of California, and not elsewhere.

PURCHASER SHALL NOT DISCLOSE THE TERMS OF THIS AGREEMENT TO ANYONE WITHOUT ARTIST'S WRITTEN CONSENT.

This Agreement shall not become effective until executed by an authorized representative of both parties hereto.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on or about the day and year detailed below.

AGREED & ACCEPTED
Venue Representative or Purchaser
Date
AGREED & ACCEPTED
Artist/Representative
Date