CONTRACT RIDER FOR ARTIST

This rider is an integral part of this agreement. No changes may be made without prior written authorization by Artist or Artist's representative.

1. BILLING / ADVERTISING:

(a) The correct billing for Artist to be used in all promotion and advertising is:

Gigamesh (In 100% Size)

- (b) Artist is to receive 100% sole exclusive headline billing in all forms of display, advertising and publicity, including, but not limited to, program, fliers, signs and marquees. For the avoidance of doubt, no other performer shall receive credit or billing in any advertising without the prior written consent of Gigamesh.
- (c) Artist shall have the right of approval over any and all supporting acts and their respective order of performance.
- (d) It shall be Purchaser's sole responsibility to properly promote and advertise this performance.
- (e) This event shall not be announced or advertised in any way without Artist's approval. This includes text messages, teasers, social media blasts, or any other form of public announcement. Artist and Purchaser shall mutually designate an announcement date for the show. Artist shall have the right to approve all artwork, announcements, listings, advertisements and other materials in connection with the performance, it being understood and agreed that no such materials shall be released or distributed without such approval. Any failure to comply with the foregoing shall constitute a material breach of this agreement. Without limiting any approval rights hereunder, Purchaser must provide at least 48 hours for Artist to respond to any request for approval.
- (f) ON SALE: An on sale date will be coordinated in each individual market, and will be subject to the parties' mutual approval.

2. <u>SHOW SCHEDULE</u>:

- (a) Prior to executing this agreement, Purchaser shall inform Artist in writing of any mandatory union breaks, curfews, fire regulations, minimum and maximum light level requirements, maximum sound level limits, requirements relating to the presence of uniformed police within the venue, and any other unique regulations or peculiarities. Purchaser's failure to do so (or any omission therefrom) shall be deemed a representation and warranty by Purchaser that the foregoing do not exist, and Artist shall not be liable for any costs, fines or other expenses incurred due to non-adherence to the foregoing. As between Artist and Purchaser, Purchaser shall be solely responsible for any overtime charges, fines, penalties and other costs which arise from any violation of any of the foregoing unless solely caused by Artist after having been properly informed by Purchaser.
- (b) All show times must be confirmed and are subject to Artist's approval. Any changes to any show schedule times must be confirmed in writing by Artist or approved by the Tour Manager. If, through no fault of Artist, Artist's set time is delayed for more than forty five (45) minutes, for any reason whatsoever, Artist has the right to not perform, shall retain all monies previously paid by Purchaser and Purchaser shall remain liable for payment of the full balance of the guarantee, with no further obligation of Artist whatsoever. Further, if Artist, in its sole judgment, determines that its set time may be delayed because the set time(s) of any or all of the other performers at the engagement is/are running over the

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allotted times, Artist has the right to demand that Purchaser shorten any other performers' set times. If Purchaser fails to do so, Artist shall have the right not to perform, shall retain all monies previously paid by Purchaser and Purchaser shall remain liable for payment of the full balance of the guarantee, with no further obligation of Artist whatsoever. In the event that Purchaser shortens other performers' set times but Artist's set time is still delayed forty five (45) minutes or more Artist will have the right, in its sole discretion, to choose not to perform, shall retain all monies previously paid by Purchaser and Purchaser shall remain liable for payment of the full balance of the guarantee, with no further obligation of Artist whatsoever.

- 3. <u>TECHNICAL SPECIFICATIONS</u>: The Purchaser agrees to provide a professional sound system with the specifications set out as follows:
- (a) The sound system shall be set up and tested to be in complete working order before the arrival of the Artist. The system shall be capable of evenly covering the entire listening area and must be able to reach loud (115 dB at mix position) levels without audible distortion. All speaker enclosures should be of a reputable make (VDOSC, EV, EAW, Turbosound, Nexo, Meyer, JBL). The system shall include appropriate amplification, cables, all necessary rigging hardware, etc. The number of speakers will depend on the type of speaker and size of venue. Estimated total power capacity in Watts = Venue capacity x 10.
- (b) MONITOR SYSTEM: 2 x appropriately sized and powered monitors hooked up to the ***'monitor out ' of the mixer***(important) NOT daisy chained to the master outputs. Stereo monitor speakers must be connected to the mixer so Artist can control the volume.
 - (c) Additional requirements are as follows (if applicable).
 - (i) The Purchaser shall provide the following **backline** to the ARTIST:
 - a. 1 x Projector and Screen, or large LCD/LED display for live video mixing This is essential to the performance. If video capabilities are not available at the venue, the promoter must rent the necessary equipment.
 - b. HDMI cable that reaches DJ booth, and video tested prior to date of performance.
 - c. 1 x Microphone connected to the mixer
 - d. 2 x Pioneer CDJ2000s
 - e. 1 x Pioneer DJM900 Mixer
 - f. 1 x Laptop Stand Table space required for micro-MIDI Controller
 - g. 1 x table (at least 6 feet in length x 3 feet width)
 - h. Appropriate equipment to connect mixer to PA system (ex: DI boxes)
 - i. 1 x Power Strip
 - j. 2 x Stage Monitors
 - (ii) The Artist will provide the following equipment:
 - a. 1 x Laptop
 - b. 1x Midi Controller

4. <u>TRAVEL</u>:

(a) In the event that airfare is included in the deal, Purchaser shall consult with Artist immediately with respect to Artist's air travel plans. Purchaser shall not book any air travel without confirmation of departure/arrival cities, travel times, airlines and booking class without the prior written approval of Artist. The Artist reserves the right to book all flights, which the Purchaser shall pay for directly to Artist's travel agent or Purchaser's travel agent. Funds are to be transferred to Artist within five (5) working days of written instruction from Artist as to the booking being made. Failure to pay for flight costs in a timely fashion shall be considered a breach of contract and the Artist shall be entitled to cancel the engagement without prejudice to their right to be paid in full.

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- (b) For all flights following shall apply:
 - (i) All flights shall be routed to/from the airport nearest to venue
 - (ii) National carriers only, no budget/low cost airlines; contract face will reflect service class
 - (iii) All travel via the quickest and most direct route published
 - No flights to be confirmed without prior approval from Artist (iv)
- 5. ACCOMMODATIONS: In the event accommodations are included in the deal, all hotel accommodations proposed by the Purchaser shall be subject to Artist's prior written approval. All hotels must be of a 5-star standard and rates shall be inclusive of room rate, tax, and breakfast. All accommodations are to be prepaid by the Purchaser prior to the engagement. The Artist is only responsible for incidentals (mini bar, phone, room service etc).

6. PARKING/GROUND TRANSPORTATION:

- The Purchaser shall provide at their cost ample secured and reserved parking for Artist and crew vehicles, with direct access to the stage door for a period commencing at load in and continuing until up to four hours following the performance.
- In the event that the Artist is flying to the performance, the Purchaser shall provide all (b) ground transportation. Ground transportation shall be defined as the following: pick-up at airport and dropoff at hotel, pick-up at hotel and drop-off at venue, pick-up at the venue following the performance and drop-off at the hotel, pick-up at the hotel the day following the performance and drop-off at airport. All car journeys must be with a first-class car service/driver/taxi booked and pre-paid by the promoter. On all car journeys the only people to be in the car are the driver, the artist and the promoter. Purchaser shall maintain motor vehicle liability insurance covering all owned, non-owned and hired vehicles.

7. SOUND CHECK REQUIREMENTS:

- The Artist reserves the right to a thorough sound check prior to the doors opening to the public at the venue. The Artist reserves the right to 60 minutes of set up and, in addition, at least 60 minutes of exclusive time on the house sound system with the aid of the sound technician working the venue the day of the performance.
- **NOTE: If one or more of the backline or sound check requirements are not complied with the Artist reserves the right to cancel the performance and the Purchaser will be liable to the Artist for the full price specified for the performance.**
- The show production schedule (including without limitation, load-in, load-out, sound check and all other production call times) shall be subject to Artist's prior written approval and shall be advanced with Artist management or its authorized representative not later than one week prior to performance. Purchaser's failure to comply shall be deemed a material breach of contract and Artist shall have the right to not perform the engagement and shall be entitled to receive the full-agreed compensation.
- 8. LIGHTING REQUIREMENTS: Purchaser will provide and pay for a professional lighting system (minimum of 16,000K) and a qualified operator/lighting designer. Designer will be available before and during sound check to customize artists lighting specifications, including but not limited to gelling, repositioning, aiming and placement of all stage lighting. Artist requires red and blue filters on all stage lighting. Lighting must be dimmable. The Purchaser shall supply an effective lighting operator.
- 9. VENUE PERSONNEL: The Purchaser shall provide ONE competent sound engineer.

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- 10. <u>ADDITIONS TO THE BILL</u>: Artist shall have full control of show line up. Unless agreed in writing Artist has final approval of support talent. No other Artists may be confirmed without approval by Artists' agent.
- 11. <u>PRODUCTION AND PERFORMANCE CONTROL</u>: The Artist and their personnel shall maintain 100% control of the production and presentation of the performance, which includes the following provisions.
- (a) There are to be no stage announcements whatsoever provided that the foregoing shall not be construed to limit required announcements for emergency or security problems and/or concerns.
- (b) The volume of the performance, both onstage and through the house system, shall be determined exclusively by the Artist (within the limits of equipment capacity). If venue has dB restrictions, the Artist shall not be responsible to pay any penalty or fine.
- (c) All production kills will be made according to tech rider and coordinated through the Production Manager and Tour Manager.
 - (d) The house lights shall not be turned up during a performance unless requested by Artist.
- SIGNS / PLACARDS/SPONSORSHIPS: There shall be no signs, placards, banners, logos or any other advertisement material advertising any product, service or company inside the venue or at the rear of the stage during the entire performance without the Artist's express written permission. Additionally, there shall be no national, state, municipal or other flag or banner in the stage or performance area prior to or during a performance without the Artist's express written permission. In any venue where such signage is present, the venue agrees to turn off backlit signs but will not cover or remove signage, subject to venue management approval. The Artist's appearance shall not be sponsored or in any manner tied to any commercial product, service, or entity without the Artist's express written permission. Any and all sponsorship requests must have a written proposal sent to the Artist and it must be approved in writing by Artist. Purchaser agrees that this agreement is NOT contingent on Purchaser obtaining corporate or any other type of sponsorship whatsoever. No advertising, sponsorship, or other type of commercial endorsement allowed on ticket faces or in any flyer, handbill, poster or other promotional or publicity material unless approved in writing by Artist. All ticket faces to list net ticket price with any additional fees listed separately.

13. TICKET DATA:

(a) Purchaser agrees to provide an authorized Artist representative final attendance and final ticket prices on the day of the show within 48 hours after the performance.

14. SECURITY:

- (a) It is the Purchaser's full responsibility to provide security in all positions the Artist's representative sees appropriate, including touring vehicles, dressing rooms, back stage, the mixing board, the front of the stage etc. It is also the Purchaser's responsibility to purchase full third-party liability, theft, damage, and workers' compensation insurance for performance, venue, audience, band and equipment.
- (b) The Purchaser shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments, all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and mixing consoles. Security protection is to commence upon arrival of the Artist at the venues, until all equipment is repacked into transportation and Artist personnel have left the premises. If any damage or loss is caused to the Artist's gear because of unconditioned power, improper power conversion, unstable table / riser, or any other reason not directly caused by the Artist, it is the sole responsibility of the Purchaser to pay one hundred percent (100%) of the amount of damages incurred within five (5) business days after the submission of an invoice.

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- (c) All backstage passes, stage access passes, and guest passes shall be issued only by Artist's authorized representative, and neither Purchaser nor venue management shall issue any such passes. No passes originating from another artist's show or from Purchaser, except those issued by Artist's authorized representative, shall be valid.
- 15. <u>ARTIST GUEST LIST</u>: The Purchaser shall not limit the Artist to fewer than fifteen (15) guests. If the show is in New York City, Montreal, Toronto, Chicago, San Francisco or Los Angeles, the Artist shall receive no less than thirty (30) guests. In the event that the Artist receives seventy-five percent (75%) special guest billing (subject to Artist's approval), Artist shall receive no less than ten (10) guests under any circumstances, provided that if the show is in New York City, Montreal, Toronto, Chicago, San Francisco or Los Angeles Artist shall receive no less than fifteen (15) guests. All promoter/venue comps must be approved by Artist. Artist reserves first choice of seats to hold for the Artist's band, record company, and other third parties reasonably designated by Artist.

16. RECORDING THE PERFORMANCE:

- There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of Artist or Artist's performance unless prior written permission has been granted by Artist. Purchaser acknowledges and agrees that, Artist shall, throughout the universe in perpetuity, be the sole and exclusive owner (as works made for hire) of, and Artist hereby reserves all rights with respect to, any and all material which displays, duplicates or reproduces all or any part of the activities of Artist and/or other persons in connection with the performance, this engagement, or otherwise in connection with Artist's professional and personal life (including so-called "behind the scenes" and "making of" activities). All of the foregoing are herein collectively referred to as the "Reproductions." It is hereby agreed and understood that Artist may be filming and recording the performances for potential future use and exploitation; there is to be no origination fees, location fees, usage fees, royalties or other sums due Purchaser, venue management or any third party for any such use or exploitation. Purchaser acknowledges and agrees that Artist and Artist's designees shall have the sole and exclusive right to make and authorize the making of any Reproduction, in their sole discretion, and that the Reproductions may contain scenes in which Purchaser's personnel appear recognizably and/or in which Purchaser's name, or Purchaser's personnel's names, sounds, voices, photographs, likenesses, appearances, performances, activities or any combination of the foregoing are used (the "Scenes"). Purchaser, on behalf of itself and Purchaser's personnel, hereby grants to Artist, throughout the universe in perpetuity, the right to distribute, advertise, promote, exploit or otherwise use the Scenes by any and all means in any and all media. Purchaser, on behalf of itself and Purchaser's personnel, hereby releases Artist and Artist's affiliates from any claims and causes of action which Purchaser and/or Purchaser's personnel might have arising from the manner in which Purchaser and/or any of Purchaser's personnel are depicted in the Scenes.
- 17. <u>PUBLIC LIABILITY INSURANCE</u>: Purchaser agrees to provide the Artist or authorized representative with evidence of valid and comprehensive general liability insurance as required by law or as is otherwise customary or reasonably required. Purchaser shall add Artist and their employees, contractors and representatives as additional named insureds on such policy, and shall deliver a certificate of insurance evidencing same at least ten (10) business days before the event. Furthermore, Purchaser agrees to indemnify Artist and its crew against any third party claims howsoever they may arise whilst the Artist and crew are involved in contractual duties.

18. ADVERTISING / PROMOTION:

(a) All artwork is to use official Artist logo(s) and photo(s) and subject to approval by Artist or an authorized representative before it is distributed to the public. Proofs must be e-mailed for approval no less than 15 days prior to the performance, and with no less than 48 hours prior to any imposed print deadlines such that there is enough time to make any necessary changes to what is sent. Purchaser is to only use Artist approved artwork and is to include the Artist's websites and Facebook. Failure to use approved artwork or failure to include Artist-approved logo, photo, and or website in all on-line and off-line

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advertising will result in no ad fees charged to the artist at settlement, as well as a minimum penalty of \$100 per occurrence.

- (b) UNDER NO CIRCUMSTANCES may local or national corporate entities be tagged onto advertisements. No sponsorships in stand alone ads, without Artist's prior written approval.
- (c) No radio station presents/co-promotes or radio promotional comps without prior written permission from Artist or an authorized representative. For the avoidance of doubt, Purchaser shall neither represent, nor authorize or permit any other person or entity to represent, that the performance is being promoted, sponsored, co-promoted or co-sponsored by any product or service, or by any person or entity manufacturing, distributing, selling or otherwise dealing in or associated, directly or indirectly, with any product or service (including any newspaper, magazine, radio or television station, or any other entertainment medium).
- (d) Purchaser shall only use radio spots and television spots which have been approved by Artist prior to broadcast. All radio and television advertising shall only use music designated or approved by Artist. No music recorded by any person or group other than Artist shall be used in any advertising.
- (e) All marketing plans are to be submitted and approved by Artist or an authorized representative.
- (f) Meet & Greet and interviews are subject to approval by Artist or an authorized representative.
 - (g) All advertising to be billed at net cost.

20. HOSPITALITY:

- (a) The following must be provided to the Artist, free of charge and must be available at the request of the Artist or their personnel at the venue.
 - (i) 1 bottle of top-shelf whiskey & diet, caffeine-free soda (diet root beer, ginger ale, etc)
 - (ii) A pitcher of water (no bottled water)
- (b) Purchaser agrees to provide a lockable, comfortable and private dressing room, adequate for use by ten (10) persons during Artist's entire sound check, performance and after performance. This room is not to be shared with any other performer or persons. This room shall be clean, dry, well lit, heated or air conditioned as necessary. Purchaser shall be solely responsible for security of items in the dressing area and shall keep all unauthorized persons from entering said area by providing one security guard to be in place outside entrance to dressing rooms from time of Artists' arrival. In the event of loss or theft of Artists' belongings from dressing room or venue, Purchaser accepts full liability for replacement value of said items plus rental costs of any stolen equipment until replaced. Upon arrival, Artist's representative shall be given a key to said dressing room(s).

21. <u>PAYMENT</u>:

- (a) A deposit of half the total offered fee [1/2 of \$2500 = \$1250] shall be made by Purchaser in the form of a money order or certified check to, and in the name of, Gigamesh, LLC upon the acceptance of this contract by Purchaser. It is understood and agreed that if deposits are not received on or before the due date, Artist shall have the right to cancel the performance and the full amount of all fees shall nevertheless be due to Artist. The balance due after the performance shall be paid Purchaser to Artist's representative by cash, money order, or certified check not later than thirty minutes after the end of Artist's performance.
- (b) If the full price agreed upon involves a percentage after a break point, that break point represents the maximum total of all accepted expenses pertaining to this engagement increased by an agreed percent to allow for Purchaser profit. Any compensation, travel expenses, per diems, taxes or related

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overhead incurred in connection with a stage manager or production manager working for or on behalf of Purchaser shall not be included in Purchaser's show expenses in connection with this engagement. All expenses related to any such person shall be borne solely by Purchaser. All approved variable expenses will be calculated after any approved parking and/or facility fees and approved state taxes have been deducted. (Variables will be calculated on the net net). Notwithstanding the foregoing, unless Purchaser advises Artist promptly after submission of this agreement to Purchaser of any and all taxes which may be required to be withheld from monies earned by Artist from this engagement, any such tax shall be paid by Purchaser (and, when applicable, shall not be a deductible expense in calculating the break point. No taxes of any kind shall be deductible unless such taxes are actually paid by Purchaser and Purchaser does not receive or is not entitled to any form of tax deduction, credit or other offset of such taxes. All expenses are high-end budgets. These expenses should only go down. If any budgeted expenses should increase, approval from artist representation is required. All budgeted expenses will be actualized at time of settlement with original copies of invoices and be calculated as show costs. Details of all expenses must be made available along with copies of all supporting invoices and receipts to the Artist's representative. In house nut situations, there will be no "caps" or charge backs for any production elements that would penalize the Artist. For any deals with "Sell Out" bonuses, "Sell Out" is defined as 95% of sellable capacity. "Sellable Capacity" is defined as legal capacity less comps and production kills.

- (c) Purchaser shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deductions whatsoever.
- (d) Artist shall have the right to have a representative present in the box office at all times. Said representative shall have the right to enter the box-office and inspect the records of the Purchaser and venue relating to the gross receipts of this engagement. There can be ABSOLUTELY NO PRE-PULLED TICKETS prior to on-sale date and time, with the exception of approved presale and auction sales. There will be surprise ticket audits moments before on sale to ensure no other holds or tickets have been pulled from the system prior to going on sale.
- (e) In the event that the compensation payable to Artist hereunder is based in whole or in part on the box office receipts, Artist shall have the right to set a limit on the number of complimentary admissions to be allowed by the house. Purchaser agrees that at no time will the house list be in excess of twenty (20) people. All ticket holds must be approved by management at least 2 days prior to on sale. Artist shall have the right to set a limit to the number of free admissions authorized by Purchaser. If Purchaser is unable to accurately determine the number of persons admitted free, Purchaser agrees to accept as binding a reasonable estimate made by Artist's representative.
- (f) Purchaser shall not itself, nor shall it authorize or allow others (including the venue) to sell so-called "VIP" ticket packages or any other ticket packages in connection with the engagement without prior, written consent and approval by Artist or an authorized representative. Should Artist consent and approve of any such ticket packaging in connection with the engagement, Artist shall have approval over the terms of such packaging and sales, and shall share in the revenue derived thereof, in an amount to be mutually agreed by all parties.
- (g) It is understood and agreed there will be no charge-backs to Artist under any circumstances.
- (h) All prices for the tickets and the scaling of the venue shall be approved in writing by Artist or an authorized representative prior to the sale of any tickets. Any changes to ticket scaling, ticket prices (including type of seating/standing) are subject to written approval. In the event of any increase in capacity Artist and Purchaser are to negotiate a bonus in good faith.
- (i) All invoices, bills, receipts, and other books and records of Purchaser shall be retained by Purchaser for a period of not less than one hundred eighty (180) days after the date of the applicable performance, during which time an authorized representative of Artist shall have the right to inspect all invoices, bills, receipts and other books and records of Purchaser with respect to the performance.

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22. WARRANTIES AND REPRESENTATIONS:

- (a) Purchaser hereby warrants that he/she is of sound mind and of legal age to enter into this binding contract. The person executing this agreement on Purchaser's behalf warrants his/her authority to do so, and such person hereby personally assumes liability for any payments due under this agreement.
- (b) A representative of Purchaser capable of making any decisions pertaining to this engagement must be present at the place of performance from the time the Artist and/or crew is scheduled to arrive and shall remain through the time of their load-out and all requirements of the contract and rider are fulfilled. This representative must have copies of this entire agreement together with any and all information pertaining to this engagement in his/her possession.
- (c) In the event Purchaser refuses or neglects to provide any of the items herein stated and/or fails to make any of the payments as provided herein, or otherwise commits any material breach of Purchaser's obligations hereunder, then without limiting Artist's other rights or remedies, Artist shall have the right to refuse to render services or otherwise perform under this contract and shall have the right to retain any amounts theretofore paid to or on behalf of Artist. Furthermore, in such event Purchaser will remain liable to Artist for the full price specified for the performance. In addition, if on or before the date of any scheduled performance, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, Artist's agent shall have the right to demand immediate payment of all guaranteed compensation hereunder. If Purchaser fails or refuses to immediately make such payment, said agent shall have the right to cancel this engagement by notice to Purchaser to that effect. In such an event, Artist shall have the right to retain any amounts theretofore paid to or on behalf of Artist.
- (d) Should Purchaser cancel this engagement under any circumstance, other than an Act of God, more than 45 days before the performance, the Purchaser shall immediately remit to Gigamesh, LLC, a certified check or money order in the amount of fifty percent of the full price specified for the performance. Should Purchaser cancel this engagement under any circumstance, other than an Act of God, 0-45 days before the performance, the Purchaser shall immediately remit to Gigamesh, LLC, a certified check or money order in the amount of one hundred percent of the full price specified for the performance. If Purchaser cancels the engagement, Purchaser will also incur full financial responsibility for all non-refundable flights, hotel accommodations, and vehicle rentals, related to the performance. Artist agrees to furnish Purchaser with receipts for travel and hotel costs.
- (e) Please note that none of the requirements of this rider can be invalidated by the failure of Artist personnel to advance the engagement with any member of Purchaser's production staff. Failure to provide any of the requirements of this rider may result in the cancellation of the Artist's performance. In case of such cancellation, Purchaser shall remain liable to the Artist for the full price specified for the performance.
- (f) The Artist's obligations hereunder are subject to suspension or cancellation by Artist in the event of sickness, illness, incapacity, inability to perform, accident, failure of means of transportation, Act of God, riot, strike, labor difficulty or restriction, epidemic, any act of public authority, failure of transportation, or any other cause, similar or dissimilar, beyond their control ("Force Majeure").
- (g) In the event of any Force Majeure, Artist shall not be required to perform the scheduled engagement(s) and in that event the Artist shall not be liable in any way for any loss whatsoever suffered by Purchaser.
- (h) In the event of riot, civil disorder on site, or other event making it, in Artist's opinion, dangerous for the performance to proceed or for Artist to remain on site, Artist has the right to cancel the performance and in such event Artist shall be entitled to full payment of all fees hereunder.

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- (i) It is agreed that if any venue referred to in this contract is cancelled as the consequence of a Force Majeure, no claims shall be made against Purchaser in respect of non-fulfillment of the terms of this Contract with regard to the venue so affected.
- (j) This agreement shall be construed in accordance with the laws of the State of Illinois and shall be deemed entered into in that State. Solely the courts located in the State of Illinois shall have jurisdiction and venue with regard to any claim arising out of or in connection with this agreement.
- (k) In case of any conflict of terms, the terms contained within this Rider shall prevail over all others. All terms of this Rider are specifically accepted by the Purchaser unless they are waived by the Artist or their representative. Such waiver shall be effective only if initialed by the Artist or their representative.
- (1) The Purchaser warrants that all terms outlined in this contract and rider are strictly confidential between the Purchaser and the Artist. Any disclosure by Purchaser regarding Artist's fee, additional provisions, technical requirements, or other confidential information contained herein will be considered a material breach of this contract.
- (m) Purchaser acknowledges and agrees that Purchaser's breach of any of the foregoing provisions shall excuse Artist from any further obligation and/or liability in connection with this engagement and Purchaser shall immediately pay Artist the full guarantee.
- (n) Any requirement hereunder to obtain Artist's approval shall be deemed to require the prior written approval of Artist or Artist's authorized representative, it being understood and agreed that such approval may be granted in any form of writing, including, without limitation, via email.

All terms contained herein are agreed upon by:

	Date:
Purchaser	
	Date:
Artist	

Purchaser must initial each page of this contract and rider. Please sign and return contract and rider to: m.masurka@gmail.com

Please find below wire transfer details for Gigamesh, LLC. Please include a memo saying what the wire is in reference to (DATE, ARTIST) or it may not be appropriately credited.

Wells Fargo

Account Number: 3625561612

Routing # 091000019

If paying by check, send to: Gigamesh LLC 4428 154th St Lawndale, CA 90260

Contact information: Matthew Masurka 612-384-1631 m.masurka@gmail.com

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