TECHNICAL RIDER
WINTER 2011
VERSION 1.0
10/14/11

INTERNATIONAL PRODUCTION OFFICE
+1.8

PRODUCTION MANAGER
CL
+1.58MOBILE
+1.8479 EFAX
CLAYNUOM

PRODUCTION COORDINATOR
CHRISTINA SANMIGUEL
+1.747.1 MOBILE
+1.819 ·FAX
N CHRISTI OO. OM C

THIS DOCUMENT WAS PREPARED SPECIFICALLY FOR WINTER 2011. THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE A SAFE AND CONTIGUOUS WORKING ENVIRONMENT FOR GUNS N ROSES BAND AND ROAD CREW. ITEMS IN THIS DOCUMENT ARE SPECIFIC FOR A REASON. IF THERE ARE ANY PROPOSED CHANGES, PLEASE CONTACT THE PRODUCTION MANAGER.



GUNS N'ROSES CHINESE DEMOCRACY

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A RIDER INCLUSION

Regarding the engagement for **"GUNS N' ROSES"** at

_____

On _____; this RIDER sets forth the additional terms and conditions

regarding the said engagement and is hereby made part of the CONTRACT #:

_____

Between **"WATERHEAD INTERNATIONAL INC.** ON BEHALF OF **GUNS N' ROSES"**

(Herein after referred to as the **"ARTISTE"**)

And:_____
of:_____

_____ (Herein after referred to as the **PROMOTER /PROMOTER)**

THE FOLLOWING RIDER HAS BEEN COMPILED TO ENSURE THE SMOOTH RUNNING OF THE SHOW THAT YOU HAVE CONTRACTED FOR A PERFORMANCE OF GUNS N' ROSES. IN THE EVENT THAT YOU CANNOT MEET ALL OF THE CONDITIONS CONTAINED HEREIN OR YOU HAVE ANY QUESTIONS REGARDING ANY OF THE POINTS OR ISSUES RAISED, IN THE FIRST INSTANCE PLEASE CONTACT CLAY HUTSON — THE ARTISTE'S PRODUCTION MANAGER — AT THE EARLIEST OPPORTUNITY PLEASE NOTE THAT THIS IS A GENERAL RIDER THAT MAY NEED TO BE ADAPTED FOR EACH PERFORMANCE.

GUNS N' ROSES CONTACT DETAILS

MANAGEMENT - US
PROSPECT PARK
2049 CENTURY PARK EAST, STE 2550
CENTURY CITY, CA 90067
Tel:
FAX:

CTC: PETER KATSIS

BOOKING AGENT
PARADIGM
CTC: Dan Weiner
404 West Franklin
Monterey, CA 93940
Tel:
Fax:

TOUR MANAGER
Fernando Lebeis
Cell:
E-mail:

TRUCKING
Janco
34 Burgess Place
Wayne, NJ 07470

Tel: +1.90 Fax: +1.9
CTC: Rithal

BOOKING AGENT
I.T.B
1ST FLOOR ARIEL HOUSE
74A CHARLOTTE STREET
LONDON W1T 4QJ
Tel:44
Fax:44(
CTC:ROD
Karen
E-mail

BUSINESS MANAGEMENT
L.L. Business Management Group west llc
5900 canoga ave. suit 410
Woodland hills,ca. 91367
Tel:
Fax:
CTC: Bernie Gilhuly
E-mail:

PRODUCTION MANAGER
CLAY HUTSON
Cell:
E-mail:

PRODUCTION COORDINATOR
Christina SanMiguel
Cell:
E-mail:

MERCHANDISE – US
BRAVADO INTERNATIONAL GROUP
330 Seventh Avenue, 2nd Floor
New York, NY 10001
Tel: (236
Fax: (222
CTC:

TRAVEL AGENCY (C Party)
Pro Travel International

515 Madison Ave
NY, NY 10019
Tel: +1.6413
Fax: +1.97
CTC: Natasni
E-mail: Natasha.nc.com

TRAVEL AGENCY (A/B)
The Appointment Group US
1100 GLendon Avenue
17th Floor
Los Angeles, CA 90024
CTC: rr
Main # 3140
Cell: 407
E-mail: bvrontgroup.com

LIGHTING COMPANY
EPIC LIGHTING
1401 MAULHARDT AVE
OXNARD,CA. 93030
Tel: (800
Fax: (20
CTCSTER
Cell# 83
E-mail: Kl.com

STAGING
Accurate Staging Inc.
1820 West 135th St.
Gardena, CA 90249
Tel: (3 140 Fax17
CTC: gher Cell# (3 1
93

E-mail: joeg@accom

VIDEO
CHAOS VISUAL PRODUCTIONS
2333 NORTH VALLEY STREET
BURBANK,CA. 91505
Tel: 00
Fax: (01

CTC: Bton
8(863

SOUND COMPANY
Clair Global
One Ellen Drive
Lititz, PA 17543

Tel: (717)00 Fax: (79
Cell: (07

E-mail: mproiom,
mlproc.com

VISAS
Global Access World Wide Entertainment
5670 Wilshire Blvd. Suite 1970
Los Angeles, CA 90036
CTC: sey
Tel:00
Fax: 97
Cell: 600
Email: brans.net

PYROTECHNICS
Stage & Effects Engineering
608 General Chennault ST SE
Albuquerque, NM 87123
Tel: (8646
CTC: ENE
Cell# 6619
E-mail: dgreenk.net

RADIOS
Road Radios
3300 Pine Avenue
Manhattan Beach, CA 90266
Tel: (818)45
Fax: (820
CTC: hilling
E-mail: Jerdios.com

FREIGHT & STORAGE
EFM MGMT.INC.
853 E.STANDHILL AVE
CARSON, CA. 90746
TEL: 1-11
FAX: 1284
CTC: STEING
EMAIL: STEVEI. COM

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RIDER - GENERAL CONDITIONS

The provisions of this rider are deemed integral to the contract. Any changes or alterations will only be accepted if agreed by prior consultation and written consent from the ARTISTE's management.

1) "**GUNS N' ROSES**" shall receive 100% headline billing on all forms of advertising in connection with this engagement.

2) The **ARTISTE** has the right of approval of all acts appearing on the concert / festival bill including: Stage space, set up time, equipment usage, set length and billing. (See Technical rider for further details)

3) **PERFORMANCE PERMISSIONS**

a) The PROMOTER must arrange and obtain all necessary Immigration visas, licenses, permits and authorizations pertaining to the ARTISTE and ARTISTE's personnel, vehicles and equipment being in, travelling in, working in and performing in the country of engagement.

b) PROMOTER must take responsibility to organize assistance in border crossings where vehicles have to leave or enter the EU to ensure correct arrival times.

4) **PROMOTER ASSUMES LIABILITY**

a) Except as otherwise herein specifically provided, PROMOTER hereby assumes full liability and responsibility for the payment of any and all costs, fees dues, expenses, charges, claims, losses, liabilities and damages related to or based upon the presentation or production of the engagement.

b) PROMOTER, at PROMOTER's sole cost and expense, shall obtain all licenses, permits, certificates, authorizations and/or other approvals required to be obtained from any union, guild, public authority, performing rights society and/or other entity properly having jurisdiction over or with respect to the engagement, and shall comply with and completely and satisfactorily fulfill all terms, conditions and covenants set forth therein. Any and all liability arising out of or in connection with the failure of PROMOTER to perform its obligations there under shall be solely the responsibility of PROMOTER, and PROMOTER shall indemnify and hold ARTISTE, and any party claiming an interest through ARTISTE, wholly harmless there from.

c) PROMOTER warrants and represents that all authorities including, but not limited to, any police chief, union representative(s) and the hall manager, are aware of the planned schedule for the engagement, and that any negotiations with regard to overtime to be paid due to the finishing time of the engagement shall have been completed before the performance commences.

5) **LOCAL TRANSPORT**

The PROMOTER must provide and pay for local transport as required in the country of performance for the ARTISTE's band-travel-party. Such arrangements must be discussed in advance with the ARTISTE's Tour Manager. No Limousines should be used for such transport and Runner's personnel vehicles may be utilized where appropriate. This is a show cost.

6) VENUE PECULIARITIES & RESTRICTIONS

The PROMOTER must inform the ARTISTE in writing prior to putting tickets on sale of any legal or facility restrictions, limitations, codes, ordinances, guidelines or obstructions which could prevent or affect the execution of any of the production requirements including but not limited to: Curfews / Fire regulations / Mandatory Union Breaks / Rigging Limits **AND ANY SOUND RESTRICTIONS. Notwithstanding the above any sound restriction (dB limit) affecting this engagement must be agreed in writing by the ARTISTE's management prior to tickets going on sale. (See technical rider).**
Failure to inform the ARTISTE of any sound restriction shall constitute absolute grounds for the ARTISTE'S refusal to perform and shall automatically release the ARTISTE from all obligations to the PROMOTER without prejudice to the contracted fee. In the event that the ARTISTE'S Representative thinks prior inspection of the venue necessary, then the PROMOTER shall pay those traveling and accommodation expenses incurred in order to facilitate this.

7) RESTRICTED VIEW TICKETS

In the venues with reserved seating, no tickets shall be sold for seats located to the rear or side of the stage or where the stage-set or equipment on stage is obstructing normal viewing of the ARTISTE'S performance unless the ticket clearly indicates the location of the seat and bears a "Restricted View" endorsement.
Such tickets may only be sold with the approval of the ARTISTE'S Tour Manager.

8) ADVERTISING

a) **The "GUNS N' ROSES" logo (in the exact form as is furnished by the ARTISTE) must be used in all forms of advertising.**

b) For the purpose of advertising this engagement the PROMOTER agrees to use only the promotional materials authorized by the ARTISTE as supplied by McGhee Entertainment This includes, but is not limited to: pictures, mats, biographies, radio and television spots. PROMOTER to reimburse McGhee Entertainment for the cost of providing promotional CD-ROM and any advertisements compiled on his behalf.

c) Unless agreed in writing prior to the engagement it is of the essence of this Agreement that:

i) No sponsorships or co-promotions will be arranged without the prior approval of the ARTISTE's management. All such sponsorships or co-promotions should be

notified no later than one (1) month prior to the performance.

ii) ARTISTE will not participate in any activities associated with any authorized sponsorships or co-promotions (meet n' greets, competitions, filming etc) unless agreed in writing one (1) month prior to the performance.

iii) No advertising, sponsorship or endorsement ties or associations of any kind whatsoever are to appear on tickets, posters, fly-bills, television or radio spots or on any billings, promotional advertising or other materials or items of any kind outside the venue.

iv) There shall be no signs, placards, banners or other advertising, or promotional materials of any kind on, near or above the stage during the entire performance.

v) The ARTISTE's appearance should not be sponsored by, or in any manner tied or associated with any commercial product or company or with any political, ideological, religious or moral movement.

d) Without limiting the ARTISTE'S other rights or remedies, should any such advertising, sponsorship, or endorsement ties or associations appear on tickets, the PROMOTER shall pay to the ARTISTE $5.00 (Five United States Dollar) for each and every ticket sold.

e) Additionally, should any such advertising, sponsorship or endorsement ties or associations appear on any other foregoing materials or items in any media, The PROMOTER shall pay to the ARTISTE the sum of $100,000 (One Hundred Thousand U.S. Dollars) for each and every violation of the foregoing provisions. The parties hereto acknowledge and agree that payment of the aforesaid sums represents reasonable liquidated damages have been agreed upon between the parties hereto compensate the ARTISTE for the PROMOTER'S failure to comply with the terms of this clause and that payment of said sums is not, and shall not, be deemed or construed to be a penalty imposed upon the PROMOTER.

f) Twelve (12) posters advertising the show must be sent to Doc Mc Ghee at McGhee Entertainment

g) (i) PROMOTER shall be responsible for all advertising and promotion of the Engagement; provided, however, that PROMOTER may engage a third party(ies) in connection therewith, at PROMOTER's sole cost and expense. All advertisements and promotional materials including, but not limited to, television and radio spots, shall be subject to ARTISTE's prior written approval. WITHOUT LIMITING THE FOREGOING, THE NAME(S) AND LIKENESS(ES) OF ANY FORMER MEMBER(S) OF ARTISTE, AND THE INDIVIDUAL NAME(S) OF ANY CURRENT MEMBER(S) OF ARTISTE, SHALL NOT BE INCLUDED IN ANY ADVERTISING MATERIALS,

PROMOTIONAL MATERIALS, OR ANY OTHER MATERIALS RELATING TO THE ENGAGEMENT.

(ii) PROMOTER shall not make any commitments for any personal interviews, personal appearances, or any other type of promotional activity for ARTISTE and/or any member(s) thereof without the prior written approval of ARTISTE.

(iii) ARTISTE's name and the name and likeness of any member(s) thereof shall not be used or associated, directly or indirectly, with any product (whether sold at the venue or otherwise) or service without ARTISTE's prior written consent. PROMOTER shall neither represent nor permit any third party to represent that the engagement is promoted, sponsored, co-promoted or co-sponsored by any product or service or any person or entity.

(iv) All forms of sponsorships and/or commercial tie-ins, whether part of any on-going series or specifically for the engagement, must be authorized by ARTISTE in writing in advance of the same. If such authority is granted, said sponsorships and/or commercial tie-ins shall not be used, directly or indirectly, to suggest that ARTISTE and/or any member(s) thereof endorses or otherwise is associated with the products or services of said sponsor(s) or other entity. Without limiting the foregoing, the following are prohibited without the prior written consent of ARTISTE: (1) banners or other signage located on, above or near the stage; (2) radio station sponsorships; and (3) any advertising, third party names and/or logos on tickets, flyers, handbills or posters.

(v) PROMOTER shall not make or allow to be made any type of announcements whatsoever during the engagement.

(vi) Sampling items may be given away only on the OUT after the show and ARTISTE's written consent for each of these items must be obtained in advance.

9) **MERCHANDISING**

a) The ARTISTE shall have the absolute and exclusive right to sell without financial obligation of any kind to the PROMOTER, all manner of merchandising items including but without limitation to all items of clothing and apparel, badges, patches, programs, records etc. at such places within the venue as shall be approved by the ARTISTE'S Tour Manager or merchandise representative at such individuals sole discretion.

b) The ARTISTE shall have prior written approval in respect of the level of fees charged by the venue in respect of space and or facilities at the venue to sell all manner of merchandising items to the public.

c) The PROMOTER shall make every effort and expense, to prevent "bootleg" merchandisers from selling goods outside and in the vicinity of the venue (including enlisting the co-operation of the local Police to prevent street traders where possible) - at the PROMOTER'S sole cost.

d) The PROMOTER shall wherever possible, print on the back of all admission tickets, the following information:
"Official GUNS N' ROSES Tour Merchandising is available within the hall. Beware of unofficial merchandisers selling inferior quality goods outside the hall. GUNS N' ROSES can take no responsibility for the quality of unofficial merchandise"

10) **REPRODUCTION OF PERFORMANCE/PROHIBITION OF RECORDING/ FILMING/PHOTOS**

a) It is of the essence of this agreement that the PROMOTER hereby acknowledges and agrees that ARTISTE is the sole owner (including, without limitation, the copyright therein) of ARTISTE's performances and appearances at the engagement in all aspects and formats whatsoever, and that ARTISTE expressly reserves all rights and has full and complete control with respect to the photographing, broadcasting, transmission (including, without limitation, via the internet) recording, and reproduction by any sight and/or sound devices and throughout any and all media and by any and all methods, of any performance and appearance rendered at and during the engagement, and any photographs of ARTISTE and/or any member(s) thereof taken at or in connection with the engagement. No photographs, including but not limited to still photos, film and video, are allowed to be taken of the ARTISTE (or any member(s) thereof) prior to, during and after the performance, and, with no exceptions, no photographers shall be allowed backstage, on stage, or in front of the stage without the written consent of ARTISTE. No movie, video or other cameras or recording devices shall be allowed backstage. Additionally, PROMOTER must ensure that all reviewers and their publications have been submitted by PROMOTER to ARTISTE and are approved by ARTISTE in writing prior to each engagement. Without limiting PROMOTER's obligations hereunder, PROMOTER shall prohibit patrons from photographing and/or recording in any manner ARTISTE and ARTISTE's performance at the engagement, and shall advise patrons of such prohibition by including the following large visible text on (i) the face of engagement tickets and (ii) on highly visible and prominent signage at each and every venue entrance and within the venue lobby/foyer, and near each merchandise location, as follows: "THE WORLDWIDE COPYRIGHT IN THIS CONCERT (AND ALL ELEMENTS THEREOF) TOGETHER WITH ALL RIGHTS OF REPRODUCTION, DISTRIBUTION, BROADCAST, PUBLICATION AND DISSEMINATION BY ANY AND ALL MEANS AND METHODS ARE EXCLUSIVELY OWNED AND CONTROLLED BY GUNS N' ROSES/WATERHEAD INTERNATIONAL INC. ABSOLUTELY NO AUDIO, VIDEO, FILM OR PHOTOGRAPHIC EQUIPMENT ALLOWED. CAMERAS, RECORDING DEVICES, AND PHOTOGRAPHING AND/OR RECORDING THE PERFORMANCE ARE STRICTLY PROHIBITED. ANY CAMERAS AND