RECORDING DEVICES ARE SUBJECT TO CONFISCATION. BY ENTERING THE VENUE, YOU HEREBY AGREE THAT ALL RECORDINGS, TRANSMISSIONS, PHOTOGRAPHS OR OTHER REPRODUCTIONS OF THE PERFORMANCE OR THE PERFORMERS IN ANY MEDIA ARE AUTOMATICALLY AND FOREVER ASSIGNED TO AND SHALL BE THE EXCLUSIVE PROPERTY (INCLUDING COPYRIGHT) OF THE PERFORMER (OR ITS DESIGNEE)." Further, PROMOTER shall provide security at each entrance to check that no cameras and recorders are allowed into the performance and backstage areas. If PROMOTER or PROMOTER's agents, employees, independent contractors and/or other representatives, reproduce or directly or indirectly cause to be reproduced, any such photograph or recording, then, in addition to all of the rights and remedies which ARTISTE may have: (1) all rights in and to any such photographs and/or recordings shall be deemed transferred to ARTISTE; (2) ARTISTE shall have the absolute right to enjoin any such reproduction by commencing appropriate legal and/or equitable proceedings against PROMOTER; (3) PROMOTER shall pay ARTISTE the cost of such proceedings including, but not limited to, attorneys' fees and court costs; and (4) PROMOTER shall pay ARTISTE liquidated damages in the sum of One Million Dollars ($1,000,000.00) per incident. If such reproductions are in fact exploited or in any other manner disseminated, PROMOTER shall be responsible for all and shall pay ARTISTE compensatory damages, the amount of which shall be deemed agreed upon by the parties to be no less than Five Million Dollars ($5,000,000.00) per incident. PROMOTER shall have absolutely no interest or rights of any kind whatsoever in or to any such recordings, photographs, tape, film and/or other reproductions of any performance during the engagement.

b) ARTISTE and its designees shall have the right, without payment of any consideration to PROMOTER, to photograph, record, tape, film and/or otherwise reproduce any performances (or any portions thereof) during the engagement, and to use any such photographs, recordings, tape, film and/or reproductions as ARTISTE sees fit. PROMOTER shall have absolutely no interest or rights of any kind whatsoever in or to any such recordings, photographs, tape, film and/or other reproductions of any performance during the engagement. ARTISTE shall also have the right, without payment of any consideration, to use the name of PROMOTER and the venue in connection with the exploitation (including advertising and promotion) of any such recording, photograph, film, tape and/or other reproduction referred to in this paragraph.

11) PHOTOGRAPHERS

a) Proposed list of photographers to be presented to management a week prior to concert for approval. Management to authorize those photographers allowed to shoot the first three numbers (no Flash) day before concert (weekends allowing).

b) The photographers will be required to sign the ARTISTE's photographic agreement form in order to obtain authorization and a pass to photograph the ARTISTE.

c) Photo passes are issued **ONLY** by ARTISTE's Tour Manager and are the only passes valid for photographers.

d) Under no circumstances are photographers authorized on stage, back stage, or in the ARTISTE'S dressing room or dressing room area, regardless of their status within the organization, unless agreed in writing at least one week prior to performance.

e) In the event of breach of this warranty, any such photographs shall belong to the ARTISTE and the worldwide copyright therein (and all extensions and renewals thereof) is hereby assigned with full title guarantee to WATERHEAD INTERNATIONAL INC.

f) It is incumbent on the PROMOTER to ensure no photographs are taken of the ARTISTE in any back stage area including and not restricted to the walk between dressing rooms and stage.

g) Photographers must shoot for a specified publication - no agencies allowed.

12) AUDIENCE RESTRICTIONS

The PROMOTER shall be solely responsible for preventing the entrance within the venue of performance all unauthorized audiotape or videotape recorders or cameras of any type **as well as** any glass and metal containers, cans (including spray paint and hair spray), firecrackers, fireworks, weapons, banner poles, bootleg merchandise to sell inside the venue, pets.

In order to effect such restrictions the following steps must be taken:

a) See the requirements of Paragraph 10 above.

b) All ticket takers and security men shall be advised to stop any person in possession of a camera, tape recorder, glass or metal container, can, firecrackers, fireworks, weapons, banner pole, bootleg merchandise (to sell) or pets, at all entrances.

c) In addition to the signage required by Paragraph 10 above, there shall also be a sign that shall clearly be displayed at each entrance stating legibly the following: **"All glass and metal containers, cans, firecrackers, fireworks, weapons, banner poles, bootleg merchandise and pets are strictly prohibited"**

d) The venue shall be closed to the public during load-in, sound-check and load out at all times.

e) The ARTISTE shall be in absolute control of all access to the stage throughout.

f) There must be "pat down" and "wand" searches as the patrons enter the venue.

13) CANCELLATION

a) ARTISTE may cancel the engagement if:

(i) Any individual member of ARTISTE or the sound engineer or lighting director or other key personnel associated with ARTISTE or other key personnel contracted for the engagement shall die, become ill or incapacitated for any reason; or

(ii) In ARTISTE's judgment, performance of the engagement may directly or indirectly expose any member of ARTISTE, any employee of ARTISTE, any employee of any company contracted by ARTISTE or any portion of the audience, to danger of death or injury or endanger the property on stage (including, without limitation, by reason of any objects, such as bottles, explosives, fireworks or other materials hitting the stage before or during any performance) or civil strife of any kind, or by reason of any threat or outbreak of violence; or

(iii) Performance of any ARTISTE's obligations shall expose any member of ARTISTE or ARTISTE's employees, agents or independent contractors to civil or criminal proceedings of any kind.

(b) If the engagement shall be cancelled by ARTISTE for any of the reasons referred to in subparagraph 13(a)(i) above, then, as ARTISTE's sole obligation, ARTISTE shall refund to PROMOTER any amount paid by PROMOTER pursuant to the contract and directly allocable to the engagement cancelled and ARTISTE shall not be liable to PROMOTER or any third party for any other loss, damage or expense claimed to have been suffered by PROMOTER or such third party as a result of such termination; i.e., PROMOTER shall bear its own costs attributable to the canceled engagement. Furthermore, PROMOTER hereby covenants and agrees that it shall promptly repay any and all monies received from ticket purchases in connection with such canceled engagement. If the engagement shall be cancelled by ARTISTE for any of the reasons referred to in subparagraphs 13(a)(ii) or (iii) above, then PROMOTER will not be relieved of any of its obligations hereunder and/or under the contract, and ARTISTE shall not be liable to PROMOTER or to any third party as a result of such cancellation and PROMOTER hereby covenants and agrees that it shall promptly repay any and all monies received from ticket purchases in connection with such cancelled engagement.

14) FORCE MAJEURE

a) ARTISTE shall have the right to terminate the contract and its obligations thereunder if ARTISTE'S obligations are subject to detention or prevention by sickness, accident, failure of means of transportation, an act of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, or any cause, similar or dissimilar, beyond ARTISTE's control. In such event, ARTISTE shall not be responsible for any costs and/or damages in connection with the engagement and/or the cancellation thereof.

b) Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence and PROMOTER shall remain liable for payment of the full contract price even if the engagement is prevented by such weather conditions. ARTISTE shall have the sole right to determine in good faith whether any such weather conditions shall render the engagement impossible, hazardous or unsafe.

15) INSURANCE

a) i) The PROMOTER hereby fully indemnifies and holds harmless at all times the ARTISTE (and all persons and entities described in this Paragraph (a)(i)) from and against all losses and damage (including attorney's and court costs) incurred and occasioned as a result of any acts and/or omissions of the PROMOTER or any failure of any of the warranties, representations or covenants made by the PROMOTER pursuant to this agreement. PROMOTER agrees to obtain and/or maintain, in full force and effect, at PROMOTER's sole cost and expense, comprehensive general liability insurance (including, without limitation, coverage to protect against any and all injury to persons or property [including death and bodily and personal injury]) with an acknowledged major insurance carrier currently rated A minus or better by A.M. Best Company. Such liability insurance shall be in the amount required by the venue, but in no event shall such insurance have a limit of less than Five Million Dollars ($5,000,000.00) combined single limit for bodily injury and property damage (in the aggregate per engagement). Such insurance shall be in full force and effect at all times ARTISTE and/or any of ARTISTE'S agents or independent contractors are at the place of performance. ARTISTE and its individual members (and all entities owned or controlled in whole or in part directly or indirectly, by ARTISTE and/or any of its individual members), and McGhee Entertainment, and all of the officers, members, directors, shareholders, employees, agents, representatives, successors and assigns, of any and all of the foregoing entities and persons shall be listed as additionally insured's under such insurance and this shall be indicated on the pertinent Certificate of Insurance. PROMOTER also agrees to provide a policy of Workman's Compensation covering all of ARTISTE's employees and third-party contractors. PROMOTER further agrees to provide full all-risk insurance coverage for all equipment and instruments provided by ARTISTE and/or ARTISTE'S employees, contractors and agents, against fire, vandalism, theft, riot, and/or any other type of act or event causing harm or damage to, or loss of, the instruments and equipment so provided. Certificates of Insurance relating to the coverages listed above shall be furnished by PROMOTER to ARTISTE at least fourteen (14) days prior to the engagement, and such policies shall provide for a minimum of ten (10) days notice to ARTISTE prior to any expiration, modification or cancellation of such insurance. ARTISTE's failure to request or review such Certificates of Insurance shall not affect ARTISTE's rights and PROMOTER's obligations hereunder.

ii) If PROMOTER does not, for any reason, furnish any of the foregoing insurance, ARTISTE may elect to supply any or all of said insurance, in which event PROMOTER shall pay the cost of same to ARTISTE upon demand.

iii) ARTISTE shall not be responsible for damage or injury to any patrons or the venue, or any fixtures or personal property therein, caused by fans or any other persons admitted to the venue, unless due to the intentional negligent acts of ARTISTE or ARTISTE's crew. PROMOTER shall indemnify and hold ARTISTE (including any member(s) thereof) and the persons and entities described in (a)(i) above harmless from any third party claims concerning the foregoing as provided in the indemnification provisions of this document and no claim, deduction or offset shall be made by PROMOTER in respect of same.

b) The ARTISTE may at its discretion arrange contingency insurance cover in respect of its own losses due to cancellation or non-appearance due to circumstances beyond its control. Such cover will be restricted to the ARTISTE's losses only. The ARTISTE will accept no liability or claim from the PROMOTER in respect of loss of PROMOTER'S earnings or costs due to cancellation or non-appearance for whatever reason.

c) Where the PROMOTER has instituted insurance cover for losses arising from cancellation, and it has been agreed with the ARTISTE that these premiums may be claimed as a deductible show expense for purposes of calculating fees due to the ARTISTE, such costs will only be allowable as follows:

i) Against satisfactory documentary evidence of the implementation of cover and payment of a premium to a bona fide third party insurer such as cover certificates, policy documents and paid premium invoices.

ii) The cost of such insurance only be allowed to the extent that they relate to will PROMOTER'S direct costs arising from any cancellation and will be disallowed to in respect of any portion of the premium that covers PROMOTER'S revenues or profits. For clarity, the ARTISTE will not bear part or all of the cost of insuring the PROMOTER'S loss of profits against any contingency and cost of such cover shall be borne by the PROMOTER.

iii) Costs of such cover will only be allowed to the extent that they are reasonable and do not exceed the ARTISTE'S cost of cover.

16) CONTROL OF PRODUCTION

ARTISTE shall have the sole and exclusive control over the production, presentation and performance of the engagement including, but not limited to, the details, means and methods of the performance thereof. It is specifically understood and agreed that a representative of ARTISTE shall have sole and absolute authority in directing personnel operating all lighting and sound equipment during the rehearsal, if any, and performance at and during the

engagement. ARTISTE shall designate all pre-recorded music played before, during and after the engagement.

17) SETTLEMENT/BOX OFFICE PROVISIONS

a) i) Prior to the engagement, PROMOTER agrees to deliver to ARTISTE: (1) a plot plan and printer's manifest of the house (notarized, signed statement from the printer of tickets listing amount of tickets printed at each price); and (2) a copy of the agreement between PROMOTER and the venue. ARTISTE shall not be a party to the venue agreement. All prices for tickets shall be designated by ARTISTE. PROMOTER further agrees to have on hand at the place of performance the night of the engagement, for counting and verification by representatives of ARTISTE, any unsold tickets. ARTISTE shall be compensated for the difference between the number of any unsold tickets on hand and shown to its representative and the number of tickets printed as shown by the ticket manifest. If PROMOTER shall violate any of the preceding provisions of this paragraph, it shall be deemed that PROMOTER has sold a ticket for each seat at the highest ticket price. PROMOTER further agrees to give a representative of ARTISTE the right to enter the box-office at any time (prior, during and/or after the engagement) and to examine and make extracts from the box-office records of PROMOTER relating to the gross receipts of the engagement. A written box-office statement, certified and signed by the PROMOTER, shall be furnished to ARTISTE within two (2) hours following the commencement of the engagement. PROMOTER agrees not to discount tickets or to offer tickets as a premium without first obtaining permission in writing from ARTISTE. If PROMOTER does sell or distribute without ARTISTE's prior written approval: (1) discount tickets; (2) complimentary tickets in excess of the number specified herein; or (3) tickets in excess of the number indicated on the manifest, PROMOTER shall be liable for and shall account to ARTISTE for the full ticket price of each such ticket sold or distributed. Any such excess shall not be considered part of the gross or net receipts of the engagement and shall be paid entirely to Producer.

ii) No admission tax shall be deducted from the gross box office receipts before computing percentages due.

iii) PROMOTER shall be deemed fully responsible for any and all counterfeit tickets and under no circumstances shall ARTISTE absorb any loss as a result of any such tickets.

iv) When there are so-called "press box" facilities, they shall be made available for the exclusive use of ARTISTE for seating press, record company representatives and guests. PROMOTER shall advise ARTISTE if press box facilities are available at the venue. Control of such facilities shall be under the sole authority of ARTISTE and PROMOTER shall not issue any passes, complimentary or otherwise, to such press box facilities.

v) No one will be granted entrance or access to the venue with anything other than a ticket specifically printed for the engagement, and one which has been printed under the certified manifest provided herein.

vi) No discrimination by reason of race, religion, sex, age or country of national origin shall be permitted or authorized by PROMOTER in connection with the sale of tickets for, admission to, or seating or accommodation at the engagement.

vii) PROMOTER shall be fully responsible for any and all percentage costs for ticket agency and credit card fees.

viii) ARTISTE may, in its sole discretion, require tickets to be made available at no costs to ARTISTE 's special guests. Any tickets and back stage passes requested by ARTISTE for ARTISTE's special guests shall be picked up at the will-call or box office booth, and not at the back stage area. All back stage passes, stage access passes and guest passes shall be issued only by ARTISTE, and PROMOTER shall not issue any such passes. WITHOUT LIMITING THE FOREGOING, NO COMPLIMENTARY TICKETS AND NO BACK STAGE OR GUEST PASSES MAY BE ISSUED TO ANY FORMER MEMBER(S) OF ARTISTE.

ix) ARTISTE shall have the sole authority to designate and control any "back stage list" or the issuance of any "all access passes"

x) PROMOTER agrees to distribute no complimentary tickets without the prior written approval of ARTISTE.

xi) All media attending the engagement are required to have a ticket; no press passes will be issued.

xii)All ticket stubs and any unsold tickets shall be retained by PROMOTER for a period of ninety (90) days from the date of the engagement, during which time a representative of ARTISTE shall have the right to count and examine and the right to inspect the books and records of PROMOTER with respect to the engagement.

b) Payments pertaining to the contracted show fee are to be made as follows:

i) Deposit as per contract.

ii) Balance of guaranteed fee by certified cheque or cashiers cheque to the ARTISTE'S Tour Manager/Accountant on the night of the engagement.

Please Note: If a cash payment is required, the ARTISTE'S representative will give advance notice to the PROMOTER.

c) Payment of percentage and any other monies due hereunder by certified cheque or cashier's cheque on completion of settlement to the ARTISTE'S Tour Manager/Accountant on the night of the engagement - **cash or business cheque accepted only by prior arrangement**.

d) Where local currencies have to be exchanged into other currencies, then it is agreed that reference should be made to www.oanda.com and the median exchange rate ruling for the day of the performance used.

e) The ARTISTE is entitled to all interest accrued on any significant advance ticket sales.

18) EXPENSES VERIFICATION

Where the contract calls for monies to be paid to the ARTISTE after deduction of allowable show expenses then at the show settlement the PROMOTER must provide full and proper accounting for the engagement including all supporting documentation including but not limited to: bona-fide original bills, receipts, proof of performance (for Radio and TV buys pro-rated where applicable), sponsorship agreements, sub-contractors agreements, opening artists contracts, advertising copy, staff time sheets, local VAT & other pertinent tax documentation and any other documents that verify the expenses for the engagement. Note: Allowable expenses must be only directly "out-of-pocket" expenses and net and free of any commissions to the PROMOTER or any third party and are on a most favoured nation basis with each supplier. Furthermore it being expressly understood that any advertising agency fees charged by any so-called "in house", "captive", or otherwise affiliated or associated advertising agencies shall not be counted in the making of the settlement.

19) INDEMNIFICATION

a) PROMOTER agrees to indemnify and hold harmless ARTISTE (and any member(s) thereof) and all of the persons and entities described in Paragraph 15(a)(i) hereof from and against any and all claims, costs (including attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any third party for personal injury, death, property damage or otherwise, if sustained as a direct or indirect consequence of the engagement or any breach or alleged breach of any warranty, representation or covenant made by PROMOTER hereunder or in the contract.

b) PROMOTER shall also indemnify and hold harmless ARTISTE, Performer (and any member(s) thereof) and all of the persons and entities described in Paragraph 15(a)(i) hereof from and against any and all loss, damage and/or destruction occurring to their and/or their employees', contractors' and/or agents' instruments and equipment at the place of the engagement, including, but not limited to,

damage, loss or destruction caused by an act of God.

c) ARTISTES shall not be responsible for damage or injury to any patrons, or the venue, or any fixtures or personal property therein, caused by fans or any other third parties. PROMOTER shall indemnify and hold ARTISTE (including the member(s) thereof) and all of the persons and entities described in Paragraph 15(a)(i) hereof harmless from any third-party claims concerning the foregoing and no claim, deduction or offset shall be made by PROMOTER in respect to the same.

20) COMPLIMENTARY TICKETS

a) No complimentary tickets or privileged seating (i.e. VIP seating or front-row for competition winners) are to be issued without the express written permission of the ARTISTE or ARTISTE'S Tour Manager. All tickets issued without prior written agreement on the complimentary basis will be charged for the full highest rate and this figure will be included in the gross. The artist expects paying public (the fans) to have full access to advantage viewing areas. There must be no guest tickets with in 25m of the stage unless specifically requested by the band's authorized Management

b) The PROMOTER must clearly indicate where VIP's, guest list and competition winners are to be positioned prior to tickets being issued.

c) The PROMOTER will supply The ARTISTE with ONE HUNDRED AND TWENTY FIVE (125) complimentary tickets per performance, twenty (20) of which should be distributed within prime location seating areas, unless otherwise agreed with management.

d) All other acts on the same bill will receive a limited number of "comp" tickets according to availability.

e) The ARTISTE will not undertake ANY promotion or meet n' greets on the day unless agreed in writing one (1) month prior to the performance.

f) UNDER NO CIRCUMSTANCES WILL ANY COMPLIMENTARY TICKET BE ISSUED WITHIN THE FIRST TWENTY ROWS OF MAIN FLOOR SEATING UNLESS ARTISTE REQUESTS SAME SPECIFICALLY.

21) GENERAL REQUIREMENTS

a) An English speaking representative of PROMOTER, duly authorized to make decisions on behalf of PROMOTER, shall be on hand at all times beginning with the earliest call with respect to the engagement and remaining until the last truck is loaded after the engagement.

b) PROMOTER shall provided three (3) runners, commencing at 9:00 A.M. on the date of the engagement, at least one (1) of which must have a valid local driver's license, a fifteen (15) person passenger van in good working order, and a working knowledge of the business area in which the venue is located.

c) Prior to returning the contract to ARTISTE and without limiting any other obligations of PROMOTER contained herein, PROMOTER shall inform Producer of any mandatory union breaks, curfews, fire regulations, maximum sound level limits, requirements relating to the presence of uniformed police, and any other unique regulation or peculiarities relating to the venue.

d) The Artist will require a police escort to and from the venue. Please make the contacts required for this and arrange a phone call or a meeting on the day with the policeman involved and the production manager to go over the details. It is understood that on occasion police are not allowed to do this, and in these instances a professional motorcycle escort company can be used.

22) ARTIST WITHHOLDING AND SOCIAL TAXES

Please also see attached relevant form to be completed on day of show where applicable.

Where taxation and social security regulations require that withholding deductions are made from the fee payable to the ARTISTE, The PROMOTER will:

a) Advise on and assist with any procedures, documentation, applications to the authorities or other actions necessary to comply with all necessary regulations and legislation and to minimize the sums of tax or social security withheld, and assist ARTISTE's representatives with all reasonable requests to mitigate the ARTISTE's withholding tax liability.

b) At the time of settlement, provide the Artist or his representative with a written and signed confirmation of any deductions or withholdings made for the Artist's fee in respect of tax or social security and their amounts. A pro forma for making this confirmation is attached.

c) Account for and pay over to the authorities any such sums deducted from the fee without delay.

d) Obtain the issue of official receipts for tax paid over and certificates of deduction from the authorities and forward these to the Artist at his base address without delay, for the attention of: