Bernie Gilhuly
L.L. Management group west ,LLC
5900 Canoga Ave. suite 410
Woodlandhills ,CA 91367
Tel: 818-
Fax: 818-3

The Artist reserves the right to require that the PROMOTER pays any or all sums deducted from his fees in respect of withholding taxes or social security payments into a third party interest-bearing escrow account until these funds are accounted for and paid over to the appropriate authorities.

23) ADVANCE TICKET SALES

The PROMOTER agrees to send advance ticket sales for the show via fax or email to ITB Attn: Rod McSween on a twice-weekly basis (i.e. Monday and Friday).

24) FAILURE TO FULFILL OBLIGATIONS

Each and every term and condition of the contract is of the essence of the Riders attached to the contract and is necessary for ARTISTE's full performance hereunder. In the event PROMOTER refuses or neglects to provide any of the items described herein or in the contract, and/or fails to make any of the payments as provided herein or in the contract, ARTISTE shall have the right to refuse to perform the terms of the contract and shall retain any agreed price set forth in the contract. In addition, if, on or before the date of the engagement the financial standing or credit of PROMOTER has been impaired or is, in ARTISTE's opinion, unsatisfactory, ARTISTE shall have the right to cancel the engagement by notice to PROMOTER to that effect, and in such event, ARTISTE shall retain any amounts theretofore paid to ARTISTE by PROMOTER and ARTISTE shall have no further obligations to PROMOTER hereunder. Notwithstanding the foregoing, ARTISTE shall also be entitled to exercise all remedies available to ARTISTE to law or in equity.

25) MISCELLANEOUS

a) ARTISTE is executing the contract and this rider as an independent contractor and not as an employee or agent of PROMOTER. The contract and this rider shall not in any way be construed so as to create an agency, partnership or any other joint undertaking or venture between the parties hereto, and neither party shall be liable for any representation, act omission of the other (except as expressly set forth herein).

b) No provision contained in any venue lease or other agreement(s) between PROMOTER and any third party which is inconsistent with any provision of the contract or this rider shall be binding on ARTISTE, unless ARTISTE consents in writing thereto.

c) The contract and this rider (as well as any additional riders to the contract) constitute the complete and entire agreement between the parties hereto, and all prior and contemporaneous negotiations and understandings are hereby merged hereunder. A waiver of a breach by either party in any one instance shall not constitute a waiver of any subsequent breach, whether or not similar. The Contract and this rider are not intended for the benefit of any third party.

d) PROMOTER will clearly print on the face of the contract the specific capacity, gross potential and ticket price breakdown of the venue where the engagement is to be performed.

e) It is understood and agreed that the contract and the Riders may not be changed, modified or altered, except by an instrument in writing, signed by both parties hereto. Nothing in the contract or the Riders shall require the performance of any act contrary to law or to the rules and regulations of any union, guild, or similar body having jurisdiction over the performances hereunder. Whenever there is any conflict between any provisions of the contract or the Riders and any law or any such rule or regulation of any such union, guild or similar body, such law, rule or regulation shall prevail, and the contract and the Riders shall be modified to the extent necessary to eliminate such conflict.

f) The contract and the Riders shall be deemed made and entered into in the State of California and shall be governed by all of the laws of the State of California applicable to agreements wholly to be performed therein. The state or federal courts located in Los Angeles County shall have exclusive jurisdiction over any disputes arising hereunder, and the parties hereto agree to be subject to the jurisdiction of such courts.

g) PROMOTER warrants and represents that it has the right to enter into the contract and execute the Riders, and that it has secured all venue leases, permits and all other agreements necessary for the complete performance of its obligations hereunder.

h) The person executing this agreement on behalf of PROMOTER warrants and represents their authority to do so; otherwise, such person assumes personal liability in connection therewith.

i) Paragraph headings are inserted in the Riders for convenience only, and are not to be used in interpreting the contract.

j) The contract and the Riders shall not be binding upon ARTISTE unless signed by ARTISTE. However, ARTISTE shall have the right, as its/their election, to proceed in reliance on the contract and the Riders despite not having signed it.

ACCEPTED AND AGREED:

_____
Promoter, Authorized Signatory

WATERHEAD INTERNATIONAL, INC.

By:_____
Authorized Signatory

D GUNS N' ROSES TECHNICAL RIDER SUMMER 2011
ARENAS – NORTH AMERICA

1. PRODUCTION REQUIREMENTS

A. MINIMUM MANPOWER REQUIREMENTS:

Load In Time and final crew numbers: To be advanced with Touring Production Manger

12- Riggers Up (with safety equipment and rigging knowledge of venue grid)
6- Riggers Down
48-Stagehands
8- Loaders
1- Electrician
1- Crew Chief
3-Fork Lift w/ operator

Show Call: 1/2 hour before show

10 - Stagehands (To include Crew Chief)
1 - Electrician / Houselights
2– truss spot operators (WITH HARNESS)
6 – FOH spot with operators

Load Out Call: 1/2 hour before show end.

8-Loaders
12- Riggers Up
6- Riggers Down
60-Stagehands
3- Forklift
1- Electrician
1- Crew Chief (must be able to speak English or have a translator)

These are the expected crew numbers unless, otherwise advanced by the Production Manager.

B. STAGING:

1. PLEASE SEE ATTACHED Drawings of staging needed, Promoter must provide .IT IS A MUST THAT WE HAVE THE THREE THRUST SHOWN IN THE DRAWINGS **, NO THRUST, NO SHOW !!!**

2. BARRICADE Promoter will provide a suitable barricade for use in front of the stage, and around the front of house area. This should be of the free-standing. "Mojo" (blow through) type or similar, and should cover the entire width of the stage and wings. Barricades need to be placed four (4') feet from downstage edge. If requested by the ARTIST in advance the PROMOTER shall provide enough barricade material to build a secondary barricade between the stage barricade and the mix position. Adequate matting, where needed, shall be provided to place under the barricade to prevent sliding. Promoter will also provide barriers to finish off any further width each side of the stage and around any merchandise areas. ARTIST representative reserves the right to reject any barricade structure he deems unsafe or unsuitable in any way. If Promoter has any reservations about the integrity of any barricade structure available either in house or to rent locally, please contact ARTIST representative immediately, and other possibilities will be investigated. All barricade provided will have documentation with proof of engineered

certification. If the barricade is not in the correct position per the advance the ARTIST remains the right to have it moved, even if this means having to hold doors or delay show. Under NO CIRCUMSTANCES will anyone other than authorized personnel be allowed inside the barricade.

3. If the staging or barricade described above is deemed structurally unsound, shows signs of stress or strain under the load of the production advanced by the ARTIST or due to inclement weather the ARTST reserves the rights postpone or cancel the performance.

C. HOUSE MIX POSITION:

1. Please see attached drawing.

2. ***Please provide 6 six (6ft) foot sturdy tables for the lighting boards.***

3. ***16' x 20' x 3' lighting riser, 2 free standing 4' x 8' x 3' high camera platforms , plus 2 more in the pit.***

D. SPOTLIGHTS:

1. HOUSE spotlights will be provided by promoter TRUSS spotlights will be provided by GnR
2.The PROMOTER shall pay for our 8 spot light operators at $75 USD per operator.

E. POWER REQUIREMENTS TO BE PROVIDED BY PROMOTER:

The promoter needs to provide sufficient power to run sound, lights, video, pyro and equipment. Promoter will provide and pay for these separate services all the way to the stage as follows:

1. Lighting, Four (4) 400 amp @ 120/208 per leg 3 phase
2. Rigging One (1) 400 amp 208V per leg 3 phase
3.Sound One (1) 400 amp per leg 3 phase, needs to have a delta to wye transformer that will put out 400 amps 3 phase at 120 volts, needs to have a neutral and a ground to plug into our distro
4.Video One (1) 400 amp per leg 3 phase 110-120v
5. Busses ten (10) 50 amp single phase 240v services each

This power should be separate from all other local sound, lights or other bands. And not fluctuate more than 2%. Any additional power that needs to be supplied to meet our power requests above shall be the sole responsibility of the PROMOTER.

F. TENTS, When the gig is outdoor promoter must supply a 20 ft x 20 ft tent for Video control, as well as adequate tenting for monitors backline ext .

G. RIGGING:

1. The PROMOTER shall provide the amount of riggers on the call. All riggers shall be experienced with the building or venue and able to rig the show without the aid of a touring rigger if need be. The riggers will also be fully familiar with the roof knowing all the maximum dynamic loads and points structurally possible.

2. It is necessary that there be completely clear air space above the stage with no obstruction to the rigging. All score boards, signs etc. should be moved away or raised into the highest position before the first call. We will need a minimum of 50ft/15m from the floor to the lowest steel or roof beams.

H. SOUND:

GNR will HAVE ALL AUDIO CONSOLES AND MONITORS!

PROMOTER MUST PROVIDE 400 AMP 3 PHASE AT THE STAGE LEFT MONITOR POSITION.

I. LIGHTS

Any shows where we are not using our own touring lighting rig the PROMOTER shall configure the show's festival lighting rig OR ARENA RIG to match the lighting design and plot provided by the ARTIST.

J. PYROTECHNICS

PROMOTER MUST PROVIDE ALL LOCAL PYRO COST'S INCLUDING DELIVERY & PERMITS!

The Pyro in an integral part of the ARTIST's show and the PROMOTER shall go to every effort to help the pyro company with any advance work as well as dealing with local authorities and all permitting necessary for the ARTIST to be able to use the full range of pyrotechnical effects in the show.

The Promoter shall provide the following items:

We will be requiring the following items to be supplied to each venue:

(8) 20lb (BBQ style) propane tanks
(8) 20lbs co2 tanks
(4) Water pressured Fire Extinguishers
(8) Co2 Fire Extinguishers
(1) Lockable Pyro Room for preparing and loading product

If you have any questions, please email jjo or call 1.72 and ask to speak to Jonsey.

K. VIDEO:

1. GnR will supply all video for this production
2. Promoter will provide 400 amps of power for video upstage center!
3. GnR will need access to all internal screens and house scoreboard & ribbons.

L. DRESSING ROOMS & OFFICES:

Eleven (11) rooms shall be provided for the Artist.
They must be clean, well heated and air- conditioned, and have private bathrooms.
They shall be located backstage.
In **NO** case, will the band have to walk through the audience to reach the stage.
They must lock with keys supplied to the Artist Dressing Room rep. Guilherme Neto. If rooms not lockable, security guards may be required for outside doors.
Also the support, opening acts, crews and venue staff should be kept completely separated from GN'R dressing room compound. If for some reason this is not doable, purchaser must supply pipe and drape to keep G N'R party private.

TOWELS: Promoter shall kindly supply all towels at his sole expense.
The requirement shall be:
-18 dozen **(216)** clean towels (Production Office)
- 3 dozen **(36)** ***dark hand*** towels (Dressing room)

WARDROBE ASSISTANT: Yes. One person to start at load in. To aid with general set up of rooms and some light ironing, steaming and sewing.

CHIROPRACTOR: The PROMOTER shall provide a professional Chiropractor on every show day to be on site at the venue one hour before the band is due to arrive unless advanced other wise. Please have a room/private space available.

MASSEUSE: The PROMOTER shall provide a Masseuse **(FEMALE** / deep tissue) to be on site at the venue one hour before the band is due to arrive unless advanced other wise. Please have a room / private space available.

Please e-mail with the **BLUEPRINT** of the backstage area and all dressing room questions and concerns thru:
GUILHERME NETO gnrw

1 – DRESSING ROOM "A" Axl.
This room shall accommodate up to eight (8) comfortably and contain:
- Bathroom (nice toilet paper) – ***VERY IMPORTANT!!!***
- Shower (with hot water) – ***VERY IMPORTANT!!!***
- Black pipe and drape – ***VERY IMPORTANT!!!***
- (6) dimmable lamps – ***VERY IMPORTANT!!!***
- (1) couch (3 seats)
- (1) love seat (2 seats)
- (1) coffee table (NO glass)
- (2) end tables
- (2) 6ft tables covered with black linen
- (4) power outlets (each wall)
- (2) Large dark nice throw rug
- (2) – 30 Gallon large trash cans
- One efficient space heater/ac unit (Temperature should be 22ºC)
- Eighteen (18) Fresh cut RED roses
- Eighteen (18) Fresh cut WHITE roses
- Two (2) clear large glass vases (mix the roses)
- (2) large clothing racks
- (6) folding chairs
- Wi-fi Internet

2 - GYM.
We carry three GYM equipments that need a private room near dressing room A.

3 – BAND HOSPITALITY
This room shall accommodate up to ten (10) comfortably and contain:
- Black pipe and drape – ***VERY IMPORTANT!!!***
- Bathroom (nice toilet paper) – ***VERY IMPORTANT!!!***
- (6) Dimmable lamps – ***VERY IMPORTANT!!!***
- (2) couches (3 seats)
- (4) comfortable chairs
- (3) 6ft tables covered with black linen

- (2) large throw rug
- (2) end tables
- (1) coffee table
- (4) (minimum) power outlets (each wall)
- (2) – 30 Gallon large trash cans
- One efficient space heater/ac unit (Temperature should be 22°C)
- Wi-fi Internet

4 – MELLOW ROOM

This room *shall* accommodate up to four (4) comfortably and contain:

- (1) love seat (2 seats)
- (1) large throw rug
- (1) end table
- (1) coffee table
- (1) Dimmable lamp – ***VERY IMPORTANT!!!***
- (2) (minimum) power outlets
- Black pipe and drape – ***VERY IMPORTANT!!!***
- (1) Trash can
- One efficient space heater/ac unit (Temperature should be 22°C)

5 - BAND DRESSING ROOM

This room shall fit 7 wardrobe cases and contain:

- (1) 6ft table
- (7) chairs
- (1) (minimum) power outlets
- One efficient space heater/ ac unit (Temperature should be 24°C)
- (3) Mirrors
- (2) Trash cans
- Wi-fi Internet – ***VERY IMPORTANT!!!***
- Bathroom – ***VERY IMPORTANT!!!***
- Shower – ***VERY IMPORTANT!!!***

6 – MASSAGE & CHIROPRACTOR

This room must be divided with black pipe and drape.

- Black pipe and drape – ***VERY IMPORTANT!!!***

7 – WARDROBE

This room shall fit 8 cases and contain:

- (2) (minimum) power outlets
- (2) large clothing racks
- DSL Internet
- Iron and Ironboard
- Steamer
- (2)Trash can
- Bathroom

8 - CREW ROOM

This room shall accommodate 10 people and contain:

- (2) Couches (3 seats)
- (2) 6ft tables
- Wi-fi Internet
- Bathroom
- Shower

9 – AFTERSHOW (USUALLY IN CATERING)

This room shall accommodate 40+ people and contain:

- (6) Dimmable Lamps

10 – PRODUCTION OFFICE

This room shall accommodate 6 people and contain:

- (1) Couches (4 Chairs)
- (2) 6ft tables
- Hard wire Internet (NOT WI-FI)
- (2) Waste Bins
- Lockable Door (w/key) away from Dressing Rooms

11 – Tour Management/Accountant

This room shall accommodate 4 people and contain:

- (1) Couches (4 Chairs)
- (2) 6ft tables
- Hard wire Internet (NOT WI-FI)
- (2) Waste Bins
- Lockable Door (w/key) close to production

Purchaser will need to provide two additional dressing rooms for opening artists fully furnished.

N. MISCELLANEOUS PRODUCTION REQUIREMENTS:

1. **RUNNERS** Four (4) runners will be needed to run errands, transport people or do other tasks SOLELY at the direction of Producer's representative. One (1) runner will need a van . Three runners may use there own cars.. The runners should be 21 years of age, speak English and have a good working knowledge of the local area. It is a must that runners have fully charged cell phones. (No 2-seater cars , under-age, non-locals). **Runners must know of a fluff & fold laundry and dry cleaners that will be able to do laundry by noon; with such a late load in, all laundry and dry-cleaning will be ready to leave the building at 9:00 am. Promoter should pre arrange this before our arrival. It is imperative this happens.**

When stated, Purchaser is to provide (at no cost to the Artist) adequate vehicles capable of carrying fifty (50) people with necessary equipment and luggage on the day of arrival through the day of departure. These vehicles shall be used to and from the airport, to and from the venue and hotel during load-in, set-up, sound check and performance. The use of these vehicles will be specified by the Producer's Tour Manager and shall be available for all inner-city transportation upon determination of the Tour Manager. Producer will charge and collect for said transportation prior to performance if Purchaser fails to comply.

2. **PRODUCTION ASSISTANT**
   N/A.

3. **WARDROBE ASSISTANT**
   Yes 1 person to start at load in time not necessary to be a seamstress to aid with general setup of rooms and some light ironing and steaming

4. **PARKING:** Ample and secure parking shall be provided for Ten (10) 53' semi trucks This

should be close to the stage and not in a remote lot, street or any area where vehicles are accessible by the public or could be blocked in by the public leaving show.

5. **RUBBER MATTING & RAMPS:** sufficient to cover all control cables.

6. **TOWELS:** Promoter shall kindly supply all towels at his sole expense. The requirement shall be 18 dozen (216) clean towels for the production crew and given to Artist's production manager upon load-in.

7. **LOCAL INFO:** Promoter shall please provide information (phone numbers, contacts, store address) to local music stores, restaurants, repair shops, keys, amps and information pertaining to the purchase of guitars either new or second hand.

8. **SECURITY**: One security guard should be present by the production office door from the beginning of load in until released by Artists production manager after load out. (see security rider)

9. **MEDICAL:** The PROMOTER shall make sure there is a trained paramedic on duty with an ambulance and a full field medical kit on site at all times from the beginning of load in until the end of load out. The PROMOTER shall also have a list of emergency doctors in the area that will immediately available upon call .

10. **PIANO TUNER:** The PROMOTER shall provide a professional Piano Tuner on every show day. The Piano Tuner shall be on site at the venue three hour after load in unless advanced over wise.

11. **CHIROPRACTOR:** The PROMOTER shall provide a professional Chiropractor on every show day to be on site at the venue one hour before the band is due to arrive unless advanced other wise. Please have a room/private space available

12. **MASSEUSE:** The PROMOTER shall provide a Masseuse to be on site at the venue one hour before the band is due to arrive unless advanced other wise. Please have a room/ private space available

14 **GUEST LIST:** The Promoter will please provide the ability and assistance for the Artist's guest list to be picked up at will call or the venue's main ticket office. The Artist's guest list will need to be handed in day of show.

15. **VENUE READYNESS:** The venue shall be totally vacated of any previous events and equipment by the time of the first labor call advanced by the ARTIST. The venue, stage, performance area, backstage area and dressing rooms shall be freshly cleaned by the time of the first labor call. Once the first call has started there will be no cleaning of the building or any seated areas with motor driven blowers or other cleaning device that makes noise and or dust. There should be a house building cleaning crew on stand by at all times.

16. **TRASH CANS & DUST BINS:** There should be trash clean cans for waste disposal on and around the stage, in the wings and next to the loading docks. There should also be trash cans in the back stage, production offices and dressing room areas. Please recycle when at all possible.

17. **GROUND TRANSPORT:** The PROMOTER shall supply any advanced ground transportation to or from the venue and or hotels and airports for band, crew and "A" party

18. **WORLD CUP**