

SUPPORT (AS CIRCLED): All support acts must be cleared by Artist. ARRIVAL-THE JOURNEY TRIBUTE encourages a support act of a similar genre to be booked for each performance to increase draw. Please let all acts know that they may **NOT** play any JOURNEY material during their set. No Hard Rock, Heavy Metal, Screamer, Trash, or Indie type support acts will be accepted. Any opening act will provide the Artist with a set list of songs they intend to perform.

The Presenter will provide its own opening act.

The Artist will provide its own opening act.

SOUND AND ELECTRICAL (AS CIRCLED): Presenter must make sure there is adequate electrical outlets for Artist's equipment.

Sound equipment shall be provided by the Presenter (See attached Technical Requirements Rider).

Sound equipment shall be provided by Artist.

RECORDING: No commercial recording (audio or video) will be made of the performance without the written permission of the Artist.

INSURANCE: Presenter warrants that it has both personal injury and property damage liability insurance on the premises at which the performance shall be given and shall assume all liability for damaged or stolen equipment from load in to load out.

PERMITS: Presenter must obtain all necessary permits, licenses, and authorizations from any and all government agencies, bureaus and departments, Federal, State and local.

TAXES: Presenter agrees to pay all Federal, State and local amusement taxes and to indemnify and hold Artists harmless from payment of such taxes.

JURISDICTION AND CHOICE OF LAW: This agreement shall be governed and construed in accordance with State of Ohio law. By signing this agreement, the parties recognize the full jurisdiction of Ohio courts relative to any dispute arising out of this agreement.

FORCE MAJEURE: If either party is prevented from performing the obligations created because of illness, an Act of God (defined as fire, flood, accident, riot, order of authority or any other calamity) or if by reason of war, infectious disease outbreak, issues of national security, strikes, lockouts, or any other cause beyond the control of either party, neither party shall be liable for the balance of the contract.

ADDITIONAL PROVISIONS (AS CIRCLED): PRESENTER WILL

Provide for all travel arrangements including airfare from Cleveland Hopkins Airport (CLE) for band members.

Provide ground transport from/to airport and performance venue.

Provide for hotel accommodations (**3 rooms**) for the band for _____ nights.

Provide a green room near stage where artists can warm up before and between shows and a secure area for musician’s equipment.

Provide an area from which to sell recordings, t-shirts, and/or merchandising material at the performance to which Artists shall retain the proceeds of such sales.

Provide for all meals plus assorted beverages or a per diem of \$40.00 per band member per day.

Provide cold bottled water, soft drinks, assorted beers, and snacks for Artists before, during, and after the show.

Provide Artist with # _____ complimentary tickets for the band’s use.

Other: _____

_____.

Please contact Victor Harris at (216) 702-3671 if you wish to schedule a radio interview or “phone in”.

Send directions to venue and any pertinent information to Artists four (4) weeks prior to engagement.

Signed and Agreed:

_____ Date _____
Artist/Agent

_____ Date _____
Presenter/Title