

*******IMPORTANT*******

Re: Contract# _____

This page must be separately signed and returned to

Bob Birk

bob@paradisearchists.com

Artist's billing can only be used as follows:

Journey 50%
former lead vocalist 25%
STEVE AUGERI 100%

No other billing is acceptable!!!
It is expressly understood that:

1) All promotional material (print media, audio video, etc.) **MUST** be sent to bob@paradisearchists.com for approval prior to any use.

2) If the Artist's performance is improperly billed/advertised, **STEVE AUGERI** has the option to refuse to perform and will be paid in full, per the contract.

Accepted and agreed:

By: _____ Date: _____

Thank You

Journey former lead vocalist **STEVE AUGERI**

Journey Former Lead Vocalist Steve Augeri Concert Rider

RIDER TO CONTRACT No: _____ DATED: _____ BETWEEN ____
HEREIN AFTER REFERRED TO AS "PURCHASER" AND Hi Hat, Inc, Inc fso Steve Augeri. HEREIN AFTER
REFERRED TO AS THE "ARTIST".

RIDER REQUIREMENTS:

If for any reason you the Purchased find it necessary to make changes in the basic requirements contained herein, please contact: Paradise Artists, Inc.

If the Purchaser is unable to meet a requirement due to his inability to arrange for service or item and that item or service can be provided by Artist, the Purchaser shall be liable for any and all responsible fees, charges or other remuneration required to provide said service or items.

PURCHASER'S LIABILITY & LEGAL AGE:

The persons executing this Agreement on the Purchaser's behalf warrants their authority to do so, and such person hereby personally assumes liability for the payment of all compensation hereunder and the performance of all Purchaser's obligations hereunder. The Purchaser warrants s/he has the right to enter into this contract and is of legal age.

DEPOSIT:

Any deposit referred to in this contract is non-refundable except as applied in clause 6 of this rider.

ARTIST'S AUTHORIZED SIGNATORY:

This contract is not binding until duly executed by the Artist.

MATERIAL BREACH OF CONTRACT:

All of the provisions of this contract are the essence and failure of the Purchaser to comply with any of them shall constitute a material breach of contract. The Artist shall be entitled to cancel the performance without prejudice to payment in full.

INDEMNIFICATION:

Purchaser agrees to indemnify and hold harmless Producer/Artist and its employees, contractors and/or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the Engagement.

FORCE MAJEURE:

It is agreed that if any venue referred to in this Contract is canceled in consequence of Force Majeure, no claims shall be made against the Purchaser in respect of non-fulfillment of the terms of this Contract with regard to the venue so affected.

RIOT/CIVIL DISORDER:

The Artist shall have the right to cancel this Contract without liability if in its sole and absolute judgment riot or civil disorder may endanger the life of, or safety of, the Artist and his party if the engagement takes place.

INSURANCE:

Purchaser agrees to provide comprehensive general liability insurance (including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of the Artist's performance, the installation and/or operation of the equipment and instruments provided by producer and/or its employees, contractors and agents). Such liability insurance shall be in the amount required for the venue, but shall in no case have a limit of under One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force at all times that Producer/Artist and its employees are in place of performance. Purchaser agrees to name Steve Augeri additional insured on above mentioned insurance policy. Purchaser also agrees to provide Workman's Compensation covering all of Purchaser's

employees and third -party contractors. Purchaser further agrees to provide all risk insurance coverage for all equipment provided by producer and/or its employees or contractors against fire, vandalizing, theft or any other event causing loss or damage to said equipment. Purchaser further agrees to obtain, at his expense, all licenses, permits, certificates of insurance, and/or any other approvals required by any entity with jurisdiction or authority over or with respect to this engagement and will cause copies of such policies to be delivered to Paradise Artists, Inc. fso Steve Augeri at least fourteen (14) days prior to engagement.

PAYMENTS & DEPOSITS:

All deposits must be received by the date specified in the contract. All payments made on the night of this show **MUST** be made in **CASH or Certified Check** payable to Hi Hat, Inc.. In the event that compensation payable to Artist hereunder is measured in whole or part by a percentage of receipts, Artist shall have the right to set a limit to the number of free admissions authorized by the employer. If employer is unable to accurately determine the number of persons admitted free, the employer agrees to accept as binding a reasonable estimate made by the Artist's representative. Furthermore, employer agrees that at no time will the number of free admissions be in excess of 5 people. Employer agrees to provide Steve Augeri with 5 Passes for each performance.

PURCHASER'S AUTHORIZED REPRESENTATIVE:

The Purchaser, or his appointed authorized representative, shall be on hand from designated Artist arrival time, to deal with any contingency arising in connection with production of the performance.

TICKETING:

Four (4) complimentary tickets shall be available in the Artist's name in Section P1 or better, and the Tour Manager will inform the Purchaser as to their use and will supply the Purchaser with certified, signed list of complimentary tickets.

UNAUTHORIZED RECORDING / PHOTOGRAPHY:

The Purchaser agrees to take all necessary precautions to ensure that no recording, either video, audio or audio-video, may be made without the express written permission of the Artist. Furthermore, the Purchaser agrees, that no transmission or broadcast by radio, television, closed circuit TV, direct film, internet or other method will be permitted without the express written permission of the Artist. All precautions should be taken by the Purchaser to ensure that no unauthorized professional audio, video or audio-video is allowed into the main audience area. No part of the show shall be taped, filmed, recorded, or reproduced without the prior approval of the Artist. No photos, posters, T-shirts, etc., may be reproduced or sold without the prior approval of the Artist. The Artist will be allowed to sell tour merchandise at each show, CDs, etc., as well as record their performance.

INTERVIEW / RADIO AND TV:

The Artist shall be under no obligation to give any interview to radio or television, newspaper or magazine during the terms of this Contract unless the Artist's prior permission has been given.

MERCHANDISING / SOUVENIR MATERIALS:

a) The Artist shall have the sole and exclusive right to sell any of the Artist's merchandising and the receipts there from shall belong exclusively to the Artist. b) The Purchaser agrees that no recording shall be made, sold or distributed in connection with the performance. The Purchaser also agrees to take all reasonable endeavors to discourage all "pirate" vendors from selling and distributing such unlicensed merchandise directly outside or directly in the vicinity of the place of performance.

COLLEGE / UNIVERSITY VENUE:

It is agreed and understood that where an engagement takes place in a college or university all members of the general public are allowed entrance. Should there be any exception, the venue should write to the Artist's agent to explain why this clause should be altered.

INDOOR / OUTDOOR VENUES

Each performance shall be held in indoor venues, unless specifically agreed to in writing with the Artist, or his agent. If performance is to be held outdoors, Purchaser agrees to provide at no cost to Artist, a suitable of for the stage as protection against inclement weather. Purchaser must also provide adequate grounds of all instruments and electrical equipment to prevent electrical hazards. In the event this show is not presented due to inclement weather, Artist must be paid in full, provided Artist is present and ready to perform at the designated time as specified in this contract. Any outdoor show must always provide a suitable roof, rain or shine.

ARTIST BILLING / ADVERTISING:

a) The Artist shall receive Special Guest Star billing in all advertising and publicity including but not limited to air time, newspaper and trade ads, flyers, billboard and marquees, unless otherwise stated on the face of the Contract. The show should be presented as: Journey Former Lead Vocalist (75%) Steve Augeri (100%) OR: STEVE AUGERI 100% Former lead singer 25% JOURNEY 75%" b) The name Steve Augeri or similar variance thereof may not be used or associated, directly or indirectly, with any product or service without the prior consent of the Artist.

c) In all print, advertising and promotion, the Purchaser agrees to use artwork or photos as supplied by the Artist. The Purchaser agrees that all photographs, biographical information and other material supplied by the Artist to the Purchaser shall be and remain the Artist's property and shall be used only in connection with the promotion and publicity of the engagement hereunder.

d) The Artist shall not bear any proportion of the cost of advertising, publicity or promotion with regard to this engagement. e) The Purchaser agrees not to commence advertising unless in possession of written confirmation of the engagement.

HOTEL / TRAVEL ACCOMODATIONS (when applicable)

Purchaser shall provide, at no cost to the Artist, one (1) suite and one (1) King non-smoking hotel room x 2 nights at a four star quality hotel or better. Purchaser shall provide, at no cost to the Artist, all round-trip air-fare, and all ground transportation between airports, hotels, and concert venues (when applicable). Artist will provide his own airline tickets for the beginning & end of each segment of the tour.

CATERING:

Purchaser shall ensure a catered well-balanced meal and beverages to feed Artist.

VOLUME LEVELS

There must be no restriction of the sound volume during either sound check or performance. If there is a problem concerning the sound volume/level for any reason the Purchaser must inform the Artist immediately in writing for approval. Should the Artist arrive at the venue to find there is and unacceptable sound level limit in operation without written approval of such from the Artist, then the Artist shall have the right to terminate the contract without prejudice to the payment in full.

SECURITY:

a) The Purchaser shall, at his own expense, employ an adequate number of security personnel who shall protect the Artist and personal property during and after the performance. b. The Purchaser agrees to provide security at such time as the Artist and their party enter and leave the venue if required.

c) The Purchaser shall ensure that the stage is to be kept free of any persons other than those directly involved with the performance at all times. d) The Purchaser agrees to place one man outside the Artist’s dressing room throughout his stay in the venue and especially when the Artist is on stage.

e) The Purchaser will ensure that security will not be armed and no undue force either by word or deed will be inflicted on the public at any time. f) The venue will be kept empty of non working, non essential personnel until after the sound check is completed.

VIDEO MONITORING:

If the venue has any kind of video monitoring system it will be up to the Artist to approve its use after inspection. The purchaser will make aware any such system upon receipt of this Contract.

ARBITRATION OF DISPUTES:

Any and all disputes which may arise from this contract, shall be judged and arbitrated under New York State Law.

Soundcheck - Venue will have qualified sound technician on hand no later than 4 hours before performance time on day of show. STEVE AUGERI requires a full soundcheck which entails line checks, monitor checks and running through a full song or 2 to ensure that sound is up to par on stage. Monitor board must have ability to give compression and delay to lead vocal in ear mix. (see “ Input List /FOH and Monitor Mix Notes” attached)

STEVE AUGERI DRESSING ROOM REQUESTS

- 1) Bottled Spring Water Minimum 6 x 16 oz. (Room temperature)
- 2) Bottled Unsweetened Ice Tea 1 x 16 oz.
- 3) Lemonade 1 x 16 oz.
- 4) Tea Kettle w/ one Fresh Lemon, Small Bottle or Jar Honey & Fresh Ginger
- 5) Small Fresh Fruit Salad
- 6) Small Asst. Vegetable Platter
- 7) Chicken Caesar Salad or Chicken Garden Salad with Balsamic Vinaigrette Dressing or Oil and Vinegar
- 8) Three white hand towels & two white bath towels (if shower is available)
- 9) The dressing room must be lockable or guarded, with running water, a lighted mirror, heated & air conditioned, and have private bathroom facilities.

AGREED AND ACCEPTED:

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By: _____ Date _____
Hi Hat, Inc. fso Steve Augeri

By: _____ Date _____