

**LASSEN COUNTY FAIR****195 Russell Avenue
Susanville, CA 96130****Phone (530) 251-8900****Fax (530) 251-2715**

Memo

To: Lassen County Board of Supervisors
From: Kaitlyn Midgley, Manager
Date: August 8, 2024
Agenda Date: August 13, 2024
Re: Hidden Woods Music Festival Production

The Lassen County Fairgrounds is seeking approval from the Board of Supervisors to approve the agreement with KALEO and authorize the Lassen County Administrative Officer to execute the agreement.

The fairgrounds requested availability of artists within a budget range that was available for the Hidden Woods Music Festival on August 23-24, 2024. The Lassen County Fair Manager, staff and the Entertainment/Interim Committee reviewed the list of available artists and through a series of offers The Lassen County Fairgrounds received a confirmation from KALEO to headline Saturday night of the Hidden Woods Music Festival. KALEO has 15.6 million monthly listeners on Spotify and 1.2 million monthly listeners on Pandora. Their number one hit "Way Down We Go" has over 681 million views on Tik Tok.

In three short years KALEO has scored a trifecta of global hits, received a grammy nomination and watched its first album for Atlantic Records go Gold. The band has toured the world, from sweaty nightclubs filled with diehard fans to mammoth crowds at Coachella, Bonnaroo and Lollapalooza.

The Lassen County Fairgrounds is fortunate to have KALEO play for our inaugural Hidden Woods Music Festival and is asking the Board of Supervisors to approve the agreement with KALEO and authorize the Lassen County Administrative Officer to execute. The fiscal impact is \$125,000 which has been budgeted for in the 24/25 fiscal year budget.

Thank you,

Kaitlyn Midgley

The Parties agree that the following amendments supersede any conflicting language in the Agreement. Both Parties agree to be bound by the following amendments. Any further amendments will only be in force if agreed upon by both parties in writing. All other aspects of the Agreement remain in force and effect.

AMENDMENTS TO AGREEMENT

(Starting at Page 2 of 9 KALEO Agreement)

7. Special Provisions

Add the following wording after this section

- PURCHASER shall provide and pay for sound and lights per ARTIST specification
“with mutually agreeable advance and house specifications”
- PURCHASER to provide and pay for all rider requirements, per ARTIST specifications
“with mutually agreeable advance and house specifications”

8. ARTIST RIDER

Add the following wording:

“mutually agreeable artist rider with advance”

L. INSURANCE/INDEMNIFICATION:

Add the following paragraph to this section as follows:

PURCHASER shall not be liable for, and ARTIST shall defend and indemnify PURCHASER and its officers, agents, employees, and volunteers (collectively “Purchaser Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of ARTIST or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. ARTIST shall have no obligation, however, to defend or indemnify Purchaser Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of Purchaser Parties.

Q. MISCELLANEOUS PROVISIONS

“State of Tennessee” Shall be stricken and replaced with “State of California” wherever it appears in the Agreement.

“Nashville, Davidson County” shall be stricken and replaced with “Susanville, Lassen County” wherever it appears in this Agreement.

(Starting at Page 2 of 15 in KALEO Advance Rider)

6. COMPLIMENTARY TICKETS AND PASSES

Strike “75 tickets” and replace with “40 tickets”

Strike “75 All Access Passes” and replace with “40 All Access Passes”

Add the following language “tickets shall not come from the stock passes of the PURCHASER”

13. CATERING

Add the following language to this section “PURCHASER to pay for mutually agreeable meal buyout at \$30 per person for 20 people. No catering will be provided.”

13. TRAVEL / HOTEL / LODGING

Strike the following language from this section:

“Purchaser is responsible for KALEO’s Travel, Hotel, and Lodging. Reservations for (20) non-stop, round-trip plane tickets from individuals points of origin to destination are to be made in advance on a suitable airline (see list below) to place(s) of engagement herein. (6) Being Business Class tickets.”

Strike the following from this section and replace with:

“PURCHASER shall provide (18) Single rooms (2) Suites with king size beds.” Replace with “PURCHASER shall provide (8) double bed rooms.”

15. GROUND TRANSPORTATION

Strike the following from this section:

“(1) 15-passenger Mercedes Sprinter or similar”

“(1) Black SUV – Cadillac Escalade, Lincoln Navigator or similar.”

Strike the following language and replace with:

“...with the arrival of the KALEO at the Airport or Hotel and continuing through the stay in the jurisdiction both before and after the performance, and returning to the place of departure. All transportation shall be by limousine and/or (15) passenger or more van with additional transportation for luggage if necessary.” Replace with “...with the arrival of KALEO to the venue PURCHASER shall provide a runner and (15) passenger van for ARTIST to be transported to and from venue/hotel.”

21. PRODUCTION

STAGE:

Add the following language to this section:

“Stage shall be mutually agreed on with PURCHASER and ARTIS management with advance.”

BACKLINE:

Add the following language to this section:

“Backline shall be mutually agreed on with PURCHASER and ARTIS management with advance.”

AUDIO SYSTEMS:

Add the following language to this section:

“Audio systems shall be mutually agreed on with PURCHASER and ARTIS management with advance.”

LIGHTING SYSTEMS:

Add the following language to this section:

“Lighting systems shall be mutually agreed on with PURCHASER and ARTIS management with advance.”



1201 Demonbreun Street, 15th Floor
 Nashville, TN 37203
 USA
 Phone: +1 615-963-3382
 email: MURPH@wmeagency.com

KALEO KALEO TOURING, LLC

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 26 Feb 2024 between KALEO TOURING, LLC (hereinafter referred to as "PRODUCER") furnishing the services of KALEO (hereinafter referred to as "ARTIST") and LASSEN COUNTY FAIR/Kaitlyn Downing (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. **ENGAGEMENT VENUE(S):**

LASSEN COUNTY FAIR
 195 Russell Avenue
 Susanville, CA 96130
 USA

2. **DATE(S) OF ENGAGEMENT:**

Sat 24 Aug 2024

a. Number of Shows:

1

b. Show Schedule(s):

04:00 PM: Doors

Confirmed

05:00 PM: Support - Pending: Red Jumpsuit Apparatus; (60 min.)

06:30 PM: Support - TBA: National; (75 min.)

Confirmed - Hinder

08:30 PM: KALEO; (75-90 min.); Confirmed; Full Band

- No Curfew

- Schedule is approximate

3. **BILLING** (in all forms of advertising):

100% Festival Billing

4. **COMPENSATION:**

\$125,000.00 USD (One Hundred Twenty Five Thousand U.S. Dollars) flat GUARANTEE.

Artist subject to 7% to CA's state withholding tax.

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. **PRODUCTION AND CATERING:**

- Purchaser to provide house sound, lights need to be mutually agreeable per advance.

- Purchaser to provide and pay for mutually agreeable Artist Rider requirements.

- Purchaser to provide and pay for mutually agreeable meal buy-out.

Production Contact:

Brett Smith
 +1(530) 260-7707 (off.)
 smithspumps@hotmail.com

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation:
- b) Accommodations: - Purchaser to provide and pay for mutually agreeable hotel rooms.
- c) Air freight and excess baggage:
- d) Ground transportation: - Purchaser to provide and pay for local ground transportation as required by Artist.
- e) Meals and incidentals:
- f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

PURCHASER AGREES TO:

- Not including personal iPhones/cameras, there shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of ARTIST or ARTIST'S performance. Any requests for the foregoing shall be subject to PRODUCER'S prior written approval and terms in all instances.
 - In the case of inclement weather, Artist shall be paid in full. Purchaser represents and warrants it has sufficient insurance or funds to cover any such cancellation.
 - In the case of a force majeure event, provided Artist is ready, willing, and able to perform, Artist shall be paid in full.
 - All support acts and show line-up (and any changes to the foregoing) are subject to Artist's prior approval. Purchaser must submit list of potential support acts for management approval prior to confirming any Artist as support.
 - Purchaser is not permitted, in any manner, to sell (or sell access to) any permitted meet and greet (if any) in any manner (e.g., as a standalone charge, part of a ticket package, or otherwise) pursuant to this Agreement absent Producer's separate, express, written approval. Purchaser is advised that Producer and Artist take the unauthorized sale of meet and greet opportunities (or access thereto) very seriously.
 - BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement
 - PURCHASER shall provide and pay for sound and lights, per ARTIST specification.
 - PURCHASER to provide and pay for all rider requirements, per ARTIST specifications.
 - Show to be advanced and coordinated with Steve Markoff / steve@whyandhow.com.
 - There are to be no stage announcements whatsoever unless approved in writing by WME or ARTIST management.
 - There is to be no signage on or around the stage.
 - No audio or video recording, live broadcasts or webcasts without prior written permission from WME or from ARTIST management. This deal point is non-negotiable.
 - PURCHASER shall use only ARTIST-supplied admats, photographs, biographies and materials. In the event none are provided by ARTIST, any use of ARTIST'S name, likeness, logo, image or otherwise shall be subject to ARTIST'S prior written approval.
 - All marketing plans, FINAL admats and anything related to announce must be submitted to Katherine Koegen (katherine@whyandhow.com) for approval.
 - There shall be no use of ARTIST's name, likeness, logo or otherwise on any merchandise without prior written approval from WME or ARTIST Management.
 - Any language that may have been contained in your offer, which is not included in this agreement, shall not be considered part of the contract
 - PURCHASER agrees to comply with any and all backstage health and safety requests of PRODUCER per advance.
- Artist shall not perform a publicly advertised engagement within 100 miles of the applicable Venue, for a period of 30 days prior to or 30 days after the performance of the Engagement at this applicable Venue.

Notwithstanding the foregoing, Artist shall NOT be precluded from performing the following:

- (i) private performances which are not publicly advertised and for which tickets are not sold to the general public;
- (ii) charitable events or multi-Artist charity concerts;
- (iii) any non-performing appearances (whether public or private);
- (iv) radio and/or TV appearances or performances, including, without limitation TV specials, television news, talk shows, and award shows.

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. DEPOSIT in the amount of \$62,500.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 24 Jul 2024; (50% deposit is due 30 days prior. A fully executed contract is required to release funds.)

All deposit payments shall be paid via certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
 ATTN: Carrie Murphy
 1201 Demonbreun Street, 15th Floor
 Nashville, TN 37203
 USA

OR via bank wire as follows:

CITY NATIONAL BANK 1005 17th Ave. S Suite 600 Nashville, TN 37212	ABA no.: 064009445 William Morris Endeavor Account No.: 684001426 ORG: Lassen County Fair / REF: Kaleo / Aug 24, 2024 WME booking code: PAC 1048562
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Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagements.

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sat 24 Aug 8:00 PM	5,000 Lawn		0	0	0									
	5,000		0	0	0									

SCALING NOTES:

- Outdoor Show / Covered Stage / Rain or Shine
- Ticket Price: TBA
- Artist Comps: 30

ADJUSTED GROSS POTENTIAL:
TAX:
NET POTENTIAL:

12. EXPENSES:

N/A

13. MERCHANDISING:

Artist sells; All Merchandise: 100.00% of proceeds to ARTIST.

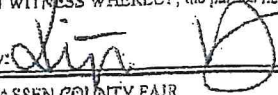
14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

 LASSEN COUNTY FAIR Kaitlyn Downing 195 Russell Avenue Susanville, CA 96130 USA Care of: Kelly Moreau
--

By:

KALEO TOURING, LLC Fed ID: 82-0921640
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Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above. Attention: Murphy

Approved as to Form

FEB 28 2024

 Lassen County Counsel

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations as additional insureds. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in

connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(6) This Agreement shall be construed in accordance with the laws of the State of Tennessee applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Nashville, Davidson County in the State of Tennessee in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Nashville, Davidson County in the State of Tennessee and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

KALEO

TECH & HOSPITALITY RIDER SUMMER '23

ROAD MANAGER

Steve Markoff | (+1)-323-868-3898
steve@whyandhow.com

PRODUCTION MANAGER / FOH

Eric Loux (+1)-203-278-2266 US/INT
(+1)-203-257-6760 US/Internet Apps
ericlouxprod@gmail.com

HOSPITALITY

Cat Roessler | (+1)-361-563-0393
catherineroesslerkaleo@gmail.com

BOOKING AGENT

William Morris Endeavor
US/Canada – Seth Seigle | SSeigle_asst@wmeentertainment.com
International – Brian Cohen | BCohen_Asst@wmeentertainment.com
+1-615-963-3361

MERCHANDISE

TBD During Advance.

We are looking forward to working with you on our upcoming show!

-Team KALEO

KALEO

1. INTRODUCTION

Team KALEO is very excited to be playing at your venue. This Rider contains all of the KALEO information you will need for the show. Please let KALEO's Road Managers know if you have any questions and you will get your questions answered ASAP!

****PLEASE NOTE - KALEO should always be written and reflected in ALL CAPS. Kaleo IS INCORRECT****

2. PERMITS, LICENSES, AND CERTIFICATES

Purchaser shall obtain all licenses, permits, authorizations, certificates, or other approval required to be obtained by any union, guild, public authority, performing rights society, or other entity and have proper jurisdiction over, or with respect to the engagement and shall comply with and fulfill all terms, conditions and covenants set.

3. PAYMENT

The balance of the Guarantee shall be presented to KALEO's representative no later than one hour before the performance. The entire balance payment shall be made in check (US Dollars).

It is fully agreed and understood that no deductions whatsoever, including but not limited to taxes, may be taken from the guaranteed contract price contained herein, and/or from any percentage payments earned hereunder. If there is any assessment of tax by a taxing authority on KALEO for any money earned hereunder, or with respect to the use or occupancy of the place of performance, said tax is to be paid by Purchaser without reduction in the guaranteed compensation or percentage payments payable to KALEO.

4. PERCENTAGE COMPENSATION

If compensation is based in part on variable expenses, KALEO's Tour Manager shall be provided with original receipts detailing the same. All expenses not properly followed by receipts shall not be deemed to be deductions in computing KALEO's participation in box office receipts. Any expenses based on contractual situations such as ticket sales fees, hall rental, insurance, advertising, etc. must be detailed by having original contracts available for inspection at settlement. Further all expenses will only be accepted on a net basis and no agency, or third party fees or commissions will be allowed.

The agreed upon split (point at which KALEO's percentage share of the gross applies) stated on the face of the contract is based on the total itemized expenses of the show submitted to KALEO's Agent by Purchaser. If on the night of the engagement the actual itemized expenses (sustained by receipts) are less than those submitted originally the above mentioned split figure shall be automatically lowered an amount equal to the differential between the higher submitted expenses and lower actual expenses. The stated KALEO's percentage share rate shall then apply at said lower split figure.

KALEO

5. TICKETING

At venues where KALEO is being paid in part on percentage basis, Purchaser agrees to deliver to KALEO's representative, prior to performance, a printer's manifest of tickets printed (signed statement from the printer of tickets, listing the amount of tickets printed at each price). Purchaser further agrees to have on hand, at the place of performance on the night of the show, all unsold tickets for counting and verification by KALEO's representative. Purchaser further agrees to give said representative the right to examine and make extracts from the box office records of the Purchaser relating to the gross receipts of the engagement. A written box office statement certified and signed by the Purchaser will be furnished to said representative prior to KALEO's performance.

6. COMPLIMENTARY TICKETS & PASSES

Purchaser must provide the following complimentary tickets and ALL ACCESS PASSES to KALEO:

- 75 tickets and 75 All Access Passes. VIP exclusive seating must be provided upon request.

For headlining events, KALEO will provide sticky passes (AA, VIP, WORKING, PHOTO, etc). to be used for the event. All touring personnel will have laminate passes. Any local pass needs should be submitted in full to the road manager/s upon load in. Road or Production Manager will provide a pass sheet for security teams to use during the day. In the event that local credentials

7. BILLING

KALEO shall close the show and receive 100% headlining billing. If the show sells-out in advance, Purchaser shall on the day of the engagement, add SOLD OUT in bold print to marquees and signboards on and around the venue.

KALEO's name and or likeness may not be used as an endorsement of any product, service or commodity. Nor used directly or indirectly in connection with any commercial tie-in. Nor used directly or indirectly in connection with any charity and/or fundraising event or appeal without the prior written consent of KALEO's Manager in advance. No signs, posters or banners advertising any commercial products and/or services may be hung in either the lobby or inside the venue without prior written approval of KALEO's Manager.

8. AUDIO AND VIDEO RECORDING RESTRICTIONS

KALEO reserves and retains the sole and exclusive right to record all or any portion of their performance, both audio and visual. Purchaser warrants that it will not permit any recording or broadcast, audio and/or visual, of any part of this engagement without prior written consent by KALEO's management. Purchaser further agrees that no radio apparatus, transmitting or recording device(s) specifically including television shall be used during the performance(s).

There shall be no cinema, television, video or similar cameras or tape recorders of any kind in the venue during KALEO sound check or the performance(s) except those authorized in advance in writing by KALEO's Manager. Ticket takers and/or door security shall be instructed to search for PROFESSIONAL

KALEO

video and/or recording apparatus and hold such equipment until after the performance. Personal Cameras and cell phones are acceptable.

9. SECURITY

Purchaser shall warrant and guarantee proper security at all times to ensure the safety of the KALEO, their personnel, and equipment. All security must be at least eighteen years of age and hired specifically as security. All security personnel must be paid employees and not working as security to gain access to the performance. All security personnel assigned to protect KALEO, their personnel, and equipment shall at all times be under the guidance and suggestion of KALEO's Tour Manager. Such authority commences with the initial arrival of KALEO personnel and equipment and shall continue until said KALEO personnel and equipment are completely removed from the place of performance. KALEO shall have the right to call for dismissal of any security person it, in its sole discretion, deems incapable of performing his or her duties because of alcohol or drug abuse, disruptive or bad attitude, physical limitation and/or use of excessive force.

The backstage area is the KALEO Team's home away from home.

NO ONE IS TO ENTER THE STAGE AREA WITHOUT AN OFFICIAL TOUR LAMINATE UNLESS ESCORTED BY OFFICIAL KALEO PERSONNEL.

Therefore, Purchaser must provide, at Purchaser's sole cost, adequate security at all entrances to the backstage area, within the backstage area, in front of the stage, and at all stage entrances. Purchaser must also provide, at Purchaser's sole cost, adequate security for KALEO's buses and at the front of house and monitor mixing site. Purchaser agrees to accept full responsibility for the security of all equipment and personnel connected with KALEO. This includes equipment belonging to contractors working directly or indirectly for KALEO.

In the event of equipment remaining in the venue overnight, Purchaser assumes full responsibility for all equipment connected with KALEO. This includes equipment belonging to contractors working directly or indirectly for KALEO.

The Purchaser shall guarantee proper security at all times to ensure the safety of KALEO's instruments, costumes and personal property before, during, and after their performance. Any loss or damage to KALEO's property shall be the sole responsibility of the Purchaser.

10. PARKING

Purchaser agrees to secure parking for TWO (2) 65-five foot (65') tour bus and ONE (1) Sixty-five foot (65') truck, from load-in through load-out as close as possible to the stage door. Shore power (32A) is needed for both buses. If no designated parking is available at the venue, please have meters bagged OR other viable options in place in advance of the show day.

KALEO

11. PUBLICITY

Purchaser agrees not to commit KALEO to any radio, television, newspaper and/or magazine interviews requiring the participation of KALEO or of any member thereof. All publicity should be coordinated with KALEO's Manager directly. KALEO specifically prohibits outside photographers from being on stage or backstage except with the express prior written permission from KALEO's Tour Managers and/or Manager. There will be no exceptions. A KALEO approved photo pass will be the only one honored.

KALEO

12. HOSPITALITY - KALEO DRESSING ROOMS & PRODUCTION OFFICE

Please contact KALEO Hospitality Manager - Cat Roessler @ +1-361-563-0393 - regarding any questions about, or changes to, our hospitality requests.

Everyone in the backstage area must be over the age of 21 unless KALEO family or previously approved by KALEO Tour Manager.

1. Purchaser will provide 4 dressing rooms, if at all possible, for the sole purpose of KALEO artist, band, crew and production.
 - a. Artist Dressing Room: JJ Julius Son
 - b. Band Dressing Room: KALEO
 - c. Production Office: KALEO Production Team
 - d. Crew Room
2. Purchaser guarantees that all 4 KALEO Dressing Rooms will be available immediately upon KALEO arrival and will:
 1. Include sanitary toilet facilities and showers with a supply of soap and mirrors;
 2. Contain at least 25 clean shower towels in the production office
 3. Provide comfortable cushioned seating for at least twenty people (minimum of 2 sofas);
 4. Contain all utensils (cups, plates and napkins), applicable condiments, food and drink on a banquet type table with a clean tablecloth;
 5. Include full-length mirrors, power outlets, and be properly warmed or cooled as necessary;
 6. Be capable of being locked and the tour security person shall have the key;
 7. Connect to Wifi or Ethernet cable internet.

The following standard hospitality items shall be made available in each KALEO dressing room PRIOR TO ARRIVAL.

- Glassware and Flatware instead of single-use plastic or paper items where possible;
- Assorted Silverware, Glasses, Bowls and Plates;
- Full complement of standard condiments and sea salt and pepper;
- Coffee Machine with fresh ground coffee. Almond milk, Half & half creamer and sugar

The following rider items shall be made available in each KALEO dressing room PRIOR TO SOUND CHECK.

PRODUCTION OFFICE

- (1) 24 Pack of SPRING Water
- (1) 6 Pack of canned or bottled coffee
- ~~(1) 4 pack of flavored (color) Red Bull~~
- ~~(1) Bottle of Red Wine~~
- ~~(1) Pack of gum or mints~~
- ~~(1) Candle - Scented (Citrus, Sea, Lavender, etc)~~

KALEO

ARTIST DRESSING ROOM – JJ JULIUS SON ORGANIC FOOD & BEVERAGE ITEMS WHERE POSSIBLE

LIQUIDS

24 pack of Spring Water

~~4 bottles of Alkaline Water – Fiji, Evian, Essentia or Smart Water~~

~~6 cans of SUGAR FREE or TOTAL ZERO Red Bull~~

ALCOHOL

~~1 bottle of high-end Silver Tequila (Casamigos, Patron, etc.)~~

~~1 bottle of high-end Red Wine (Cabernet Sauvignon, Italian Red, etc.)~~

SOLIDS

~~4 organic Gala Apples~~

~~1 package of Organic BABY Carrots (small, pre-peeled)~~

~~1 mixture of organic melons – watermelon, honeydew, etc.~~

OTHER

~~4 packs of sugar free gum – individual pieces not sticks~~

1 bag of ice

~~6 wine glasses~~

~~1 wine bottle opener~~

1 roll of paper towels

~~1 pack of large clear cups~~

KALEO

BAND DRESSING ROOM

WE HAVE FOOD ALLERGIES IN OUR CAMP

NOTHING CAN CONTAIN OR TOUCH BANANAS, CASHEWS, PISTACHIOS, SHELLFISH

LIQUIDS

24 pack of Spring Water

~~12 pack of Sparklin Water - La Croix, Perrier, Topo Chico, etc.~~

2 individual bottles of Coca Cola, Diet Coke, Sprite, Ginger Ale

~~4 bottles of Alkaline Water - Fiji, Evian, Essentia or Smart Water~~

~~6 cans of SUGAR FREE or TOTAL ZERO Red Bull~~

~~4 fresh pressed juices (NO BANANA)~~

ALCOHOL/ALCOHOL FREE

~~12 pack of local pilsner or lager (NO IPA)~~

~~12 pack of NON-ALCOHOLIC beer~~

~~1 bottle of Silver Tequila~~

SOLIDS

ORGANIC FOOD & BEVERAGE ITEMS WHERE POSSIBLE

~~1 container of hummus with pita chips~~

~~1 container of guacamole~~

~~1 container of melon (watermelon preferred)~~

~~1 package of beef jerky - peppered or teriyaki~~

~~1 bag of tortilla chips~~

~~1 package of Organic BABY Carrots (small, pre-peeled)~~

~~1 box of tea bags~~

~~1 organic honey~~

~~1 assortment of chocolates~~

OTHER

~~4 packs of cigarettes - Camel Blue, Winston Blue, Marlboro Lights~~

2 bags of ice

~~1 bottle opener~~

~~1 tea kettle~~

Plastic cups and coffee mugs

KALEO

13. CATERING

The following meals should be made available for KALEO Team upon arrival at the venue two (2) hours prior to show time. Please provide Glassware and Flatware instead of single-use plastic or paper items where possible.

In the event Purchaser is not providing dinner, Purchaser agrees to pay Tour Manager a \$30 buyout each person for a total of 20 people.

MEALS PER ADVANCE – EXAMPLES BELOW

8:30-11:00am - BREAKFAST - 12 TOURING PERSONS

- Please provide hot breakfast (bacon/sausage/eggs etc.) and a range of cereals with milk, soy milk, hot oatmeal, bread, butter, jam, bagels, tea and coffee, fruit juices.
- Please make sure you provide a juicer a large selection of fruit and veg. to make fresh juice, to include carrots, apples, beetroot and ginger. This should be available to use all day and tea and coffee making facilities station.

12:00-3:00pm - LUNCH - 20 TOURING PERSONS

- Please provide a selection of sandwiches/meats/cheeses with bread, salads, and a vegetarian soup.
- Please also provide a choice of 2 hot dishes plus 2 Veggies

5:00-8:00pm - DINNER - 20 TOURING PERSONS

- Please provide a choice of 3 main dishes 1 being Fish (hot meal) plus 2 other options.
- Please also provide a choice of 2 hot vegetables as sides and a fresh salad bar, assorted fresh breads, dessert, fresh fruit, Tea/Coffee.
- **Choices can be Italian, BBQ, Soul, Caribbean, Indian, Asian, Classic American. Dinner must contain at least:**

Dinner Hot Entrees: Choose (3)

1. Baked / Rotisserie Chicken / Jerk / Steak
2. Fish Grilled / Baked
(Salmon, Tilapia, Mahi Mahi, Red Snapper, Chilean Sea Bass, Trout, Farm Catfish)
3. Mexican - Enchiladas, Beans, Rice, Salsa's, Fajitas, Tacos, Quesadillas (make your own)
4. Pasta Bar - Assorted Pastas, Marinara, Alfredo, Pesto Sauces, Shrimp, Chicken, Fish
5. Vegan - Falafel, Pasta, Tofu Stir Fry

Starches: Choose (2)

1. Rice
2. Potatoes (mashed, baked, steamed, etc.)

Vegetables: Choose (3)

1. Sweet corn on the cob
2. Steamed Broccoli
3. Sautéed Spinach
4. Collard Greens
5. Candied Yams / Sweet Plantains
6. Glazed / Grilled Carrots
7. Grilled Cauliflower
8. Steamed Cabbage

KALEO

9. Grilled Zucchini / Squash / Asparagus, Bok Choy

Additional: (Small individual servings)

- Breads - Cornbread, Assorted Dinner Rolls
- Tossed salad / Romaine and Iceberg (variety of salad dressings)
- Cold Pasta Salad Potato Salad / Macaroni Salad
- Soup of the Day - Lentil, Broccoli, Corn, Vegetable, Mushroom, Tomato
- Dessert - Cakes, Cookies, Pies, Ice Cream Sundaes

AFTER SHOW CATERING: (for 20 people)

- A) Thai or Chinese - Vegetable Fried Rice, Chicken dishes – Curry, Sweet & Sour, Shrimp Dumplings
- B) Italian – Assorted Pastas with marinara sauce, bread
- C) Mexican - Chipotle, Burritos
- D) BBQ
- E) Pizza

After Show Buyout shall be \$20 each for 20 people

AND

Purchaser shall provide a selection of Menus to nearby Restaurants that will be open at least 1 hour after the show ends and has a selection of either Vegan, Italian, Soul Food / Southern Dishes or Vegetarian, Thai, Sushi, BBQ Dishes. They should serve any of the following:

- Rice and Beans, Corn, Cabbage and Steamed Vegetables;
- Pastas with Vegetables and Marinara Sauce;
- Chipotle - Tacos, Burritos, etc, some Veggie;
- Sushi - Assorted.

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14. TRAVEL / HOTEL / LODGING

~~Purchaser is responsible for KALEO's Travel, Hotel and Lodging. Reservations for (20) non-stop, round-trip plane tickets from individuals points of origin to destination are to be made in advance on a suitable airline (see list below) to place(s) of engagement herein. (6) Being Business Class tickets.~~

Please contact KALEO Tour Manager before confirming any travel arrangements! Rooming list to be confirmed with KALEO Tour Manager.

At Purchaser's sole cost and expense, Purchaser shall provide (18) Single rooms (2) Suites with king size beds in the following hotels. ~~W Hotels - KIMPTON Hotel - SBE Hotels - Hyatt Hotels - Marriott~~
Purchaser shall notify and confirm all travel and hotel/lodging reservations with KALEO's Tour Manager prior to departure to said engagement herein. It is the Purchaser's sole responsibility to arrange for all accommodations for the KALEO travel party prior to the engagement herein.

15. GROUND TRANSPORTATION

Purchaser shall provide at Purchaser's sole cost and expense: All with Licensed and Bonded Professional Drivers (no Students).

- ~~(1) 15-passenger Mercedes Sprinter or Similar.~~
- (1) Cargo Van
- ~~(1) Black SUV - Cadillac Escalade, Lincoln Navigator or Similar.~~

Transportation will be provided for the KALEO and crew at Purchaser's cost and expense with the arrival of the KALEO at the Airport or Hotel and continuing through the stay in the jurisdiction both before and after the performance, and returning to the place of departure. All transportation shall be by limousine and/or (15) passenger or more van with additional transportation for luggage if necessary.

16. MERCH

Purchaser shall provide:

- A well lit 10' x 12' area with three (3) - 2 x 6 or 8 foot folding tables, black table cloths, merch racks, and electrical outlet or drop.
- One (1) Merch helper to assist KALEO Merchandise Manager.
- Merch Manager will need access to venue Wifi Network

All KALEO Merch to be advanced directly with KALEO Merchandise Manager.

KALEO and its representatives shall have the sole and exclusive right, but not the obligation to sell souvenir programs, posters, T-shirts, and all other merchandise directly pertaining to and/or bearing the likeness of the act or members of the act at the performance. Also included are compact discs, tapes, and vinyl records. KALEO will retain one hundred percent (100%) of the receipts there from, with the sole exception of any financial arrangements with the concessionaires for the handling and/or sale of their merchandise. The Purchaser shall not use the likeness of the KALEO in any way other than to promote the appearance of the act. If, with the prior written approval of KALEO and upon terms and conditions to be agreed upon with KALEO Manager, Purchaser sells merchandise, then Purchaser, without cost or charge to KALEO, shall provide KALEO with ten (10) copies of each item of merchandise, whether or not KALEO's name or likeness is used thereon.

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17. PRODUCTION OFFICE

Purchaser shall provide a KALEO PRODUCTION OFFICE outfitted with all of the following:

- (1) Production office with a locking door - please provide the key to TM / PM upon arrival
- (3) 6ft tables
- (6) Chairs
- (1) Trash bin & (1) Recycle bin where applicable
- ~~(4) High Speed Internet line with no firewall (please verify in advance)~~
- Local Restaurant Menus

18. SOUND CHECK

Sound check is mandatory and an integral part of a successful show. KALEO requires an absolute minimum of two hours for a full line & sound check. Sound check must be closed to the public. Only crew-members that are essential to the show are allowed in the venue during sound check. The Time of the sound check will be determined by the KALEO's Production Manager. KALEO Production Manager shall have the right to delay the opening of the venue until KALEO has completed our sound check in full.

19. CONTROL OF PRODUCTION

KALEO's Production Manager shall have exclusive control over production, presentation and performance, including but not limited to, the details, means and methods of the performance of KALEO. KALEO's show time will be determined by the Tour Manager, Production Manager, and the venue managers based upon times contracted by KALEO's Booking Agent. It is understood and agreed that KALEO's performance will not be interrupted by local curfew or building policies. Any reasons for the show running late that are not caused directly by KALEO should be remedied prior to the show beginning, so as not to affect KALEO's performance. KALEO, its Tour Manager and its crew are respectful of Purchaser's obligation to local curfew, union overtime charges, etc. but in no way shall be held liable for any additional costs or ramifications incurred.

20. UNION REQUIREMENTS

Should the stagehands provided by Purchaser be union members, Purchaser needs to be sure the local union rules do not prohibit them from assisting in all phases of equipment handling inside and outside the truck. Should the union rules present a problem in the area, Purchaser agrees to furnish, at their sole expense, a minimum of Four (4) additional crew to assist in all phases of KALEO equipment handling from which union stagehands are prohibited.

21. PRODUCTION

STAGE:

Performance Area should be 60ft wide x 40ft deep x (min) 5ft high with an overhead clearance of 28ft, not including wings. In addition we require (2) 8ft wide x 8ft deep x 2ft & 1ft high risers for musicians on stage (with skirts TBD). In the event any part of the stage is temporary it must be of a sturdy, secure nature, capable of supporting 200lbs per square inch. All stairs must have hand railings and be illuminated. Stage left wing must have a 12ft x 12ft area for monitor world (covered if outdoors).

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STAGE CONTINUED:

Stage right wing must have a minimum 12ft x 12ft area for dimmer beach / tech area (covered if outdoors). There must be an upstage blackout curtain and leg curtains for the wings provided to cover any void space and infrastructure.

For outdoor Stages, a Stageline 320 or similar is acceptable. All outdoor stages should have 70% wind protection on all sides. There also should be a lighting system regardless of the time of day. Heaters should be placed on stage and at mix positions, when applicable. Stage system needs to be capable of rigging lights and sound.

Absolute minimum performance area required, 40ft. wide x 24 ft. deep.
(If smaller than minimum required, please consult management prior to booking)

MIX POSITION:

FOH should be in the middle of the room no more than 100ft from the stage. The area provided must be 16ft wide x 16ft deep for KALEOS audio and lighting consoles. One six (6) foot table should be provided as well as all in-house PA drive lines and in-house lighting network connection. KALEOs consoles take priority. Any outdoor mix position on grass or dirt must provide adequate decking or level plywood. If and when possible, an 8ft x 8ft x 1-2ft riser should be put in place for the lighting console and LD. If there is a cable path that exceeds 300ft from FOH to the stage the Production Manager must be notified in advance.

BARRICADE:

PURCHASER agrees to provide an acoustic style blow-thru barricade that is portable and removable for load in and load out. It should cover the distance from stage left to right including wings and apron. Barricade must also be provided at the front of FOH Mix Position (16ft). The only place a bike rack style barricade is acceptable is for the sides of FOH. If the cost of a barricade is not included in the venue rental, the PURCHASER must receive approval from KALEO Production Manager or Tour Manager before adding any additional rental cost into settlement as a show expense. Necessary applications of a barricade include venues with GA standing floor or stages lower than 4ft high.

POWER:

PURCHASER agrees to provide the following power requirements.

Audio Power - One disconnect providing Three Phase Wye 200 amp per leg (120/208v). Should be isolated from lighting and video via a separate transformer – OR corresponding EU power requirements, see advance.

Lighting Power - One disconnect providing Three Phase Wye 400 amp per leg (120/208v). – OR corresponding EU power requirements see advance.

Bus Power - Where possible provide power for two buses. Single Phase 240v 50 amp disconnect (3 wire, earth ground) – OR corresponding EU power requirements, see advance.

***International Stage Power Requirements:**

Six (6) - Power Converters - converting to US Standard 120volts.

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BACKLINE:

PURCHASER agrees to provide all backline and stage items as specified in the supplemental Backline Rider. **IMPORTANT:** At least (1) Orange AD30 Guitar Head is **REQUIRED** for KALEO perform.

AUDIO SYSTEMS:

FOR SHOWS WHERE KALEO PROVIDES PARTIAL PRODUCTION

PURCHASER agrees to provide racks and stacks to the following specifications.

- 3 or 4 way stereo PA of professional touring quality.
- PA must be flown and provide enough coverage to operate evenly at an acceptable volume.

Acceptable PA: D&B GSL / KSL / J Series, L'Acoustics K1 or K2, Clair Bros Cohesion, JBL VTX or A. All other brands/models require advance approval of KALEO Production Manager.

IMPORTANT: PURCHASER agrees to provide Sidefills and Wedges to the following specifications:

- 3 way system of professional quality, 2x sidefill and 2x sub, 1 stack per stage side.
- We require the sidefills to be groundstacked, and the position will be

Acceptable Models: D&B V8 over VSUB, L'Acoustics Arcs II over KS28, JBL VTX A8 over B18. Any other brands require advance approval of KALEO Production Manager.

- 2 or 3 way stage monitors of professional quality, with option of being linked in pairs.

Acceptable Models: Meyer MJF-212A or D&B M2. These models are **REQUIRED** for KALEO to perform. If not available, this must be discussed in advance with KALEO Production Manager.

FOR SHOWS WHERE KALEO PROVIDES NO PRODUCTION:

PURCHASER agrees to provide a first class professional PA system to specs listed above.

Acceptable Consoles (If tour is not carrying per advance):

FOH - Avid Venue **S6L** Series w/ Waves Extreme or Extreme C Server

MON - Avid Venue **S6L** Series w/ Waves Extreme or Extreme C Server

- Firmware version 7.0.110 or higher.

All other consoles must be approved by KALEO Production Manager in advance of the show.

Stage package of microphones, di's, stands, cables, to current spec as listed in I/O sheet.

Please see additional audio sheets for current Input/Output list and Stage Plot when applicable.

DECIBEL LIMITS:

The audio system should be capable of producing 120dbA at FOH mix position. KALEO requires a minimum of 100 dbA weighted at FOH to perform (please contact Management, before booking, with any concerns). Absolutely **NO LIMITING** should be applied to the main PA system, and engineers shall be allowed full access to tune and adjust the system to preference if necessary.

ADDITIONAL NOTES:

The local audio team (FOH and MONS) will be expected to run audio for any and all support acts, using local/house consoles and audio gear.

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LIGHTING SYSTEMS:

FOR SHOWS WHERE KALEO IS PROVIDING PARTIAL PRODUCTION:

PURCHASER agrees to provide a first class overhead lighting system approved in advance by the touring Lighting Director. KALEO will provide ground package and console, for our sole use. If there is no in house lighting rig in place, **please consult Production Manager to discuss local rentals.** Rental packages should consist of three (3) truss (up, mid and down stage) utilizing approximately twenty four (~24) moving wash fixtures, approx. twenty four (~24) moving spot fixtures and approx. four (~4) blinders, similar to types listed under acceptable fixtures below. We also require house provided front lighting consisting of at least ten (10) wash/spot fixtures. Any venue ground lighting systems in place will need to be moved or struck prior to the start of load in. Current tour lighting plot and details will be provided in the tour advance.

Acceptable moving spot fixtures:

Robe Megapointe or similar

Acceptable moving wash fixtures:

Robe Spider or similar

Acceptable blinder fixtures:

Chauvet Strike Array 4 or similar

FOR SHOWS WHERE KALEO IS PROVIDING NO PRODUCTION

PURCHASER agrees to provide a first class lighting system. Flown package should consist of a minimum of eighteen (18) moving head spot fixtures, eighteen (18) moving head wash fixtures, and four (4) blinders. Ground package should consist of a minimum of twelve (12) moving head spot fixtures, ten (10) moving head wash fixtures and sixteen (16) blinders. We also require a front lighting package consisting of at least ten (10) wash/spot fixtures with the ability to focus. Please contact KALEO Production Manager to discuss layout and design of the lighting package.

Acceptable moving spot fixtures:

Robe Megapointe, Chauvet Maverick Mk2 spot, Mac Viper

Acceptable moving wash fixtures:

Robe Spider, Chauvet Maverick Mk2 wash, Mac Aura XB

Acceptable blinder fixtures:

Elation DTW 350, Elation Cuepix WW2, Chauvet Strike Array 4

Acceptable Consoles:

MA2 full size, MA2 lite. Needs processing for 6,244 DMX parameters or 13 universes. MA2 full size or lite is always required as backup. NO substitutions. At least one (1) MA NPU is required to achieve parameter count.

ADDITIONAL NOTES:

KALEO does not require the use of any Spots during their performance.

House LD will be expected to run lights, or at minimum provide a wash, for any and all support acts.

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22. DAY OF SHOW SCHEDULE

The following local crew personnel are needed for the listed times.
Subject to change pending show circumstances.
Confirm all labor with the Production Manager.

LOAD IN (time per advance)

8 Stagehands
2 Loaders (pending)
1 Electrician (All Day)
2 Audio (All Day)
1 Runner (On call until the end of load out)

SHOW CALL (½ hour prior to performance)

2 Stagehands to assist with changeovers

LOAD OUT (½ hour prior to end of performance)

8 Stagehands
2 Loaders

All stagehands will be under the direction of the KALEO staff. For no reason should these hands be used for any other purpose unless approved by KALEO Production Manager.

Any and all working personnel must be and remain drug and alcohol free. Anyone caught under the influence of drugs or an illegal substance must be removed from their post immediately.

22. TRUCK AND CABLE RAMPS

We may request the use or removal of truck ramps upon load in. We also request 8-12 cable ramps for use on or around the stage area.

23. RADIOS & RF

KALEO crew will employ 2-way radios around the venue, and use various RF audio units on stage. Please advise in advance on any venues or countries in which permits will need to be issued. Specific frequencies can be provided during the advance.

24. MEDICAL

Please supply coverage suitable for an event of this nature. We also ask to be informed in advance of what coverage or kits are in place during load in and load out, in the event of a situation or injury to a local or touring crew member.

25. VIP EVENTS

KALEO is not offering or selling any VIP events at this time.

THANK YOU. LETS HAVE A GREAT SHOW.