

CARLENE CARTER

Contract Rider Duo

As Of 6/24/2008

This rider attached hereto and made part of the contract between **CARTER GIRL MUSIC, LLC. /CARLENE CARTER** (hereinafter referred to as "Producer"/"Artist") and "Purchaser" for the engagement. Purchaser understands items requested below are necessary so Artist can provide the best show for Purchaser. If Purchaser has any question, or for some reason cannot provide any of the following items, he should contact Artist Manager or Artist Booking Agency immediately.

Failure to contact above individuals within seven (7) days after receipt shall constitute Purchaser's acceptance of all conditions set forth in this rider. Upon reading each page, Purchaser is to initial said page at the bottom. Purchaser's initials indicate understanding and compliance with requirements stated. Failure to provide initials will constitute Purchaser's acceptance of all conditions set forth on said page.

1. **PAYMENT:** Artist or his representative will be paid in cash, certified or cashier's check made payable to CARTER GIRL MUSIC, LLC. / CARLENE CARTER on demand on day of performance and prior to show completion. Purchaser's representative must be present and available from Artist's crew call through completion of show. All 1099 information for tax reporting purposes should be sent to Cathy Gurley, Gurley & Co., P.O. Box 150657, Nashville, TN 37215.
2. **BILLING:** Artist shall receive Sole Star billing in any and all publicity releases and paid advertisements, including but not limited to programs, fliers, signs, lobby boards and marquees. No other name or photograph shall appear in type with respect to size, thickness, boldness and prominence of the type accorded Artist and no other name or photograph shall appear on the same line or above the name of Artist. Artist shall be billed as:
CARLENE CARTER.
3. **ADVERTISING:**
 - a. Purchaser shall only use photographs supplied by Artist
 - b. There shall not be any signs, placards, banners or any advertising material on or within fifty (50') feet of the stage, nor shall the name **CARLENE CARTER** be used or associated directly or indirectly with any product or service without Artist's written consent.
 - c. There shall be no radio station or any other party presenting, promoting, co-promoting or sponsoring above engagement without Artist's written consent.
 - d. All advertising must include the **CARLENE CARTER-www.carlenecarterfanclub.com**. This URL address must also be included on face of all tickets.
4. **APPROVAL OF OTHER ACTS**
 - a. Artist shall have the right to approve any other acts on the program and shall close the show unless otherwise agreed upon in the contract.
 - b. Purchaser agrees Artist's staging and equipment set-up overrides opening act's staging and equipment set-up.
 - c. Artist shall have the right to approve the length of performance of other act(s) on show.
 - d. Purchaser shall inform Artist of any special effects to be employed by support Act(s) on the show and Artist shall have final approval of their use.
 - e. It is hereby requested a representative from opening act(s) meet with Artist representative at stage call.
 - f. Other acts shall provide all their own instruments.

- 5. MERCHANDISING:** Purchaser will provide a well-lit secure place (with electricity available) to sell Artist's merchandise, with four (4) eight foot (8') tables and two (2) chairs. This shall be in such a position as easily visible to the public using the main entrance and exit. This is to be at no cost to Producer. Purchaser agrees arrangement for presenting the engagement provided for herein shall prohibit the sale of souvenir of similar merchandise, t-shirts, hats, sweatshirts, pictures, etc. in the venue, venue building or venue parking lot, in connection with engagement other than Artist's official merchandise furnished by Artist. Purchaser and/or venue cannot sell or manufacture any items with **CARLENE CARTER** logo or any facsimile, name or likeness without prior written permission from Artist or authorized representative.
- 6. SOUND AND LIGHTING**
- a. Purchaser agrees to supply at his own expense, the sound and lighting companies to meet Artist's requirements herein (See Schedule "A" attached to tech rider).
 - b. Spotlight operators shall meet with Artist representative at the time of sound check.
- 7. STAGING REQUIREMENTS:** Purchaser shall supply at his own expense an elevated stage at least four feet (4') in height, forty-eight (48') in width and forty feet (40') in depth with separate sound wings and specified stage risers. This is the absolute minimum size stage Artist and Band require for performance.
- 8. STAGE CALL, SET-UP, AND SOUND CHECK:**
- a. Purchaser agrees to a mandatory sound check to be completed prior to opening doors and admitting ticket holders.
 - b. Stage call shall be set for not less than eight (8) hours prior to opening venue doors and admitting ticket holders.
 - c. Artist's representative shall have absolute control over stage and access to stage.
 - d. All equipment and instruments being supplied by Purchaser must be at stage area at stage call.
 - e. Purchaser shall supply eight (8) experienced stagehands from stage call until load-out is completed.
 - f. Artist will have access to stage for sound check rehearsal not less than two (2) hours prior to house opening.
 - g. Opening band must NOT move any equipment or change any monitor mix in any way without approval of Artist's representative.
 - h. Doors must NOT be opened without approval of Artist's representative.
- 9. PURCHASER'S REPRESENTATIVE:** Purchaser agrees to furnish his personal representative, capable of making any decisions pertaining to Artist's engagement from time of arrival of production equipment, including any outside staging material, through time of its departure. Purchaser's representative will remain in immediate backstage area and must be in constant contact with artist's representative. **Any salary or fee for said representative shall be the sole responsibility of Purchaser and shall not be a show expense.**
- 10. PARKING AND TRANSPORTATION**
- a. Purchaser shall provide parking spaces immediately adjacent to the stage in outdoor venues or the stage door at indoor venues for one (1) forty-five foot (45') bus. Shore power shall be made available to Artist's bus.
 - b. Purchaser agrees to provide and pay for ground transport as specified in advance of engagement by Artist's Management or Tour Manager.
 - c. Purchaser agrees to provide comprehensive and liability insurance on all vehicles name (f/s/o CARTER GIRL MUSIC, LLC.) as an additional insured. ALL DRIVERS that will transport CARLENE CARTER, band, stage crew, bus drivers, and/or management personnel must possess a valid driver's license and be knowledgeable of surrounding areas of engagement.

11. SECURITY

- a. Purchaser shall guarantee adequate security at all times to insure the safety of Artist's personnel, instruments, personal property, vehicles, etc. from stage call until release by Artist's tour manager.
- b. Security will be posted at the discretion of Artist's tour manager including but not limited to backstage entrances, backstage area, dressing rooms, and bus parking area, from load-in through load-out.
- c. If Artist chooses to sign autographs, purchaser shall provide two (2) security personnel or as directed by Artist's tour manager.

ARTISTS'S ROAD MANAGER WILL SUPPLY BACKSTAGE PASSES. NO OTHER PASSES WILL BE HONORED.

12. DRESSING ROOMS AND CATERING:

Purchaser shall provide two (2) private, clean, well lit and properly heated/air conditioned dressing rooms for exclusive use of Artist, crew and guests. Each dressing room should have private bathroom facilities, i.e. running water (hot and cold) with shower, soap, clean towels and a full-length mirror.

DRESSING ROOM

One (1) bowl of assorted fresh fruit

Hot water with an assortment of herbal teas, fresh sliced lemon & honey

Four (4) liters of Evian water

Four (4) clean towels with soap (liquid preferred)

Hot and cold cups, plastic spoons, twelve (12) of each

One tray of mixed cheeses and meats.

A variety of snacks for 4

Twelve (12) Assorted sodas and juices.

One (1) 750ml bottle of Kettle One Vodka

One (1) bottle Club Soda or similar

One (1) Bottle of Red Wine, Cabernet or Merlot (\$10 - \$15)

One (1) six pack of Heineken Beer

All drinks should be iced down and a separate container of clean ice should be provided as well.

One clean trash can

- 13. MEALS:** In event of an AM load-in, a hot breakfast (eggs, bacon, pancakes, hot cereal, toast, fruit, etc.) should be provided for 6 people. In event of a PM load-in, lunch (sandwiches, hot soup, chips, potato salad, etc.) should be provided for six (6) people. A hot meal for six (6) people consisting of a hot entrée, soup or salad, three (3) vegetables, potato or rice, bread, beverages and dessert, should be served upon completion of sound check. Two (2) of these meals should be vegetarian (fish, pasta, etc., made with no dairy products, please). Traditional American Fare is acceptable, however, regional favorites, Greek, Mexican, Chinese, Indian, Thai, Italian and Barbeque are welcomed as well. Please discuss buyout options with Tour Manager when advancing the show.

Please discuss menu with Artist Tour manager. Above time schedule is based on a 12:00 PM load-in, 8:00 PM show. Times for dressing room catering and meals may vary and should be scheduled with Tour Manager in advance. Please note: As our schedule for the day usually does not allow us to leave venue once we have arrived, band and crew depend on the meals and catering you provide. We are a health conscious group. Please use only fresh foods, cooked in a healthy fashion. Avoid using heavy oil, fried foods, deep-frying and foods with high fat content. A nonfat ranch dressing as well as regular dressings should be available when salad is being served. Fast

food is not acceptable. Your efforts in compliance are greatly appreciated.

14. PERSONAL APPEARANCES, INTERVIEWS, BROADCASTING, TAPING

- a. Purchaser agrees not to commit Artist to any personal appearances, interviews or other promotions without prior consent of Artist.
- b. Purchaser shall not permit the recording, broadcasting, filming or videotaping of any performance without prior written consent of Artist.

15. GUESTS: Artist shall be permitted twelve (12) complimentary tickets to Artist's performance between rows five (5) and fifteen (15) where available. Do not allot Artist comp tickets in first five rows please. Additional twenty-five (25) tickets in prime location shall be held for purchase by Artist. Said tickets shall be held until purpose of selling to public no later than one (1) hour prior to Artist's performance. Purchaser will supply tour Manager Artist's tickets on demand day of show. Purchaser will also hold thirty (30) tickets located directly behind complimentary ticket seating for purchase by Record Label representatives. Tickets that have not been requested as of forty-eight (48) hours prior to show time can be released for sale. Purchaser complimentary tickets are subject to Artist's prior approval and are not to exceed 1% of total capacity of venue. **Artist management should be notified immediately if requested amount of complimentary tickets are not available.**

16. TICKETS, TICKET COUNT: It is hereby agreed if there is any increase from stated ticket price and/or capacity as is printed on face of Contract, artist will receive one hundred percent (100%) of any additional income generated by increase in ticket price and/or capacity without prior written approval from Artist's representative.

- a. Tickets sold in sections where view is limited shall be marked limited view on ticket.
- b. With respect to counterfeit tickets, Purchaser is liable for any and all counterfeit tickets and Artist shall assume no financial loss on the aforementioned.
- c. Purchaser shall retain all ticket stubs and unsold tickets for a period of ninety (90) days from date of performance, during which time Artist has right to inspect books and records of Purchaser with respect to percentage payments.
- d. Purchaser agrees that advance tickets, when sold at a different price from general admission, will be taken off sale day of performance, making tickets available only at Box Office for general admission price.
- e. All unsold advance tickets must be available for verification and counting by Artist's representative at least six (6) hours prior to contract performance there under. All other unsold tickets must be available for verification and counting at least four (4) hours prior to contract performance time mentioned there under.
- f. Artist shall be compensated in cash or cashier's check immediately prior to Performance for the difference between the number of unsold tickets on hand and number of tickets printed as shown by ticket manifest.

17. TICKET MANIFESTING (FOR PERCENTAGE DEALS ONLY)

- a. In event Artist is on a percentage basis, Purchaser agrees to furnish to Artist's Agent, at least two (2) weeks prior to performance, a full house seating plan and stage to scale and printer's manifest of their house (notarized, signed statement from printer of tickets, listing amount of tickets printed at each price). No additions or deletions of monies shall be made other than stated city taxes.
- b. All tickets shall be printed by a bonded ticket agency: i.e. Globe Tickets, Arcus. Purchaser may not sell tickets to performance there under as a part of a series of other concerts without prior written consent of Artist's Agent.

- c. All tickets shall be of the one price, one stub variety. Tickets with more than one price printed on them will not be accepted: i.e. students one price and general admission a different price, printed on the same ticket.
- d. Artist's representative will have the right to be present in box office at all times. A box office statement signed by Purchaser shall accompany final payment.
- e. Purchaser shall not close box office without giving notification of Artist's representative.
- f. Purchaser agrees to distribute no more than one percent (1%) of official house seating capacity as complimentary tickets relative to performance there under, with one hundred (100) complimentary tickets being maximum allowed. Purchaser shall supply Artist's representative with a statement detailing to whom each complimentary ticket was issued. All complimentary tickets shall be issued as a fully punched ticket.
- g. In event of a second show, no tickets will be placed on sale for performance until first show is eighty (80%) sold out.

Purchaser's note: If Purchaser violates any of the preceding provisions, it shall be deemed that Purchaser has sold all tickets and permitted standing room at the highest price for which the house is scaled and shall financially compensate Artist in full.

- 18. CHOICE OF LAW/FORUM:** This agreement shall be deemed made and entered into in the State of Tennessee and shall be governed by all of the laws of such State applicable to agreements wholly to be performed therein.
- 19. PRE-EMPTION:** Purchaser shall advise Gurley & Co. upon signing contract if unable to comply with any condition or requirements set forth in this rider. Upon Artist's arrival, if Purchaser has not complied with any terms and requirements, Artist shall have the right to refuse to perform and be entitled to full compensation under this agreement. Purchaser agrees Artist shall have the right to cancel this engagement there under, at artist's sole discretion, by giving Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement there under.
- 20. FORCE MAJEURE:** Artist's obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond Artist's control. Provided Artist is ready, willing and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof regardless of Act of God, fire, accident, riot, strike or any events of any kind or character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with presentation of the show there under.
- 21. INCLEMENT WEATHER:** Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence and Purchaser shall remain liable for payment of the full contract price even if performance(s) called for herein are prevented by such weather conditions. Artist shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.
- 22. CONTROL OF PRODUCTION:** Artist shall have sole and exclusive control over production, presentation and performance of the entertainment unit in connection with the engagement, including but not limited to, the details, means and methods of performance of entertainment unit and each member thereof, and persons to be employed by Artist in performing the provisions hereof on Artist's part to be performed. Artist shall have the sole right, as Artist may see fit, to designate and change the performing personnel other than artist. It is specifically understood and agreed that a representative of the Artist shall have sole and absolute authority in

directing personnel operating all lighting and sound equipment during rehearsal and each performance scheduled herein.

- 23. REPRODUCTION OF PERFORMANCE:** No portion of performance rendered there under may be broadcast, photographed, recorded, filmed, taped or embodied in any form for any purpose or reproducing such performance without Artist's prior written consent. Purchaser will deny entrance to any persons carrying audio or video recording devices, without limiting in any way the generality of the foregoing prohibition, it is servants, employees, contractors, etc., reproduce or cause to be reproduced, the Artist's performance in the form of films, tapes, or any other means of audio or video reproductions, upon demand by Artist, Purchaser shall deliver all of the same (together with any and all masters, negatives and other means of reproductions thereof) to Artist at purchaser's sole cost and expense, in addition to all other legal or equitable remedies which Artist may have.
- 24. PURCHASER ASSUMES LIABILITY:** Except as otherwise herein specifically provided, Purchaser hereby assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the show or shows in which Artist is to appear there under.
- 25. SPONSORSHIP:** Producer, whether part of an ongoing series or specifically for Artist's show, must authorize all forms of sponsorship. This includes the designation of any radio station as a "presenter" or "welcoming station" which must be approved by Artist's management well in advance of the date of the engagement.
- 26. FAILURE TO FULFILL OBLIGATIONS:** Each one of the terms and conditions of this contract is of the essence of this agreement and necessary for Artist's full performance there under. In event Purchaser refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this contract, shall retain any amounts there to fore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed price herein set forth. In addition, if, on or before the date of any scheduled concert, Purchaser has failed, neglected, or refused to perform any contract impaired or is in Artist's opinion unsatisfactory, Artist shall have the right to demand payment of the guaranteed compensation forthwith, Artist shall have the right to cancel this engagement by notices to Purchaser to that effect and in such event Artist shall retain any amount theretofore paid to Artist by Purchaser.
- 27. MODIFICATION OF CONTRACT:** It is understood and agreed the contract may not be exchanged, modified, or altered, except by an instrument in writing, signed in accordance with the law of the State of Tennessee. Contract may not be assigned, changed, modified or altered except by an instrument in writing signed by the parties. Nothing in this agreement shall require the performance of any act contrary to the law, or any law, or any such rule or regulation of any such union, guild or similar body, such law, rule or regulation shall prevail and this contract shall be modified to the extent necessary to eliminate such conflict. This is the sole and complete agreement between the parties with respect to the engagement. Nothing in this contract shall be construed to constitute the parties as a partnership or joint venture and Artist shall not be liable in whole or in part for any obligation that may be incurred by Purchaser in carrying out any of the provisions hereof, or otherwise.
- 28. INDEMNIFICATION:** Purchaser agrees to indemnify and hold harmless Artist and his 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 third

party, if such are sustained as a direct or indirect consequence of the Engagement. Purchaser shall also indemnify and hold harmless Artist and his employees, contractors or agents instruments and equipment at the place of the Engagement, including but not limited to, damage, loss or destruction caused by Act of God.

- 29. TAXES AND LICENSES:** Purchaser shall pay and hold Artist harmless of and from any and all taxes, fees, dues and the like relating to engagement there under and sums payable to Artist shall be free of such taxes, fees, dues and the like. Purchaser shall be responsible for securing and maintaining at his/her sole cost and expense all necessary licenses and clearances for performance including but not limited to ASCAP, BMI, city and state permits, etc.
- 30. ANTICIPATORY BREACH:** If on or before the date of any scheduled performance there under, the financial standing or credit of Promoter has been impaired or is unsatisfactory, Artist shall have the right to demand payment forthwith of the guaranteed compensation specified above, and if Promoter fails or refuses to make such payment forthwith, Artist shall then have the right to cancel this agreement. In the event of such cancellation, Artist shall have no further obligation to Promoter there under, and shall retain any monies theretofore paid to Artist by Promoter.
- 31. 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 installation and/or operation of equipment and instruments provided by CARTER GIRL MUSIC, LLC and/or it's employees, contractors and agents). Such liability insurance shall be in the amount required by the venue, but in no event shall have a limit of less than One million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and effect at all times the CARTER GIRL MUSIC, LLC or any of CARTER GIRL MUSIC, LLC.'S agents or independent contractors are in place of performance. Artist and its agent for Engagement, shall be listed as additionally named insured such insurance and this shall be indicated on pertinent certificate of insurance. Purchaser also agrees to provide a policy of Workman's Compensation covering all of Purchaser's employees or third party contractors. Purchaser further agrees to provide full all-risks insurance coverage for all equipment and instruments provided by CARTER GIRL MUSIC, LLC. and /or its employees, contractors and agents against fire, vandalism, theft, riot or any other type of act or event causing harm or damage to, or loss of, instruments and equipment so provided. Purchaser shall furnish certificates of insurance relating to the coverage listed above to CARTER GIRL MUSIC, LLC, at least fourteen (14) days prior to Engagement. CARTER GIRL MUSIC, LLC.'s failure to request or review such insurance certificates shall not affect CARTER GIRL MUSIC, LLC.'s rights or purchaser's obligations there under. The Purchaser warrants he/she has complete and adequate public liability insurance. Certificate must be produced to CARTER GIRL MUSIC, LLC. upon request.
- 32. PARAGRAPH HEADINGS:** Paragraph headings are inserted in this Rider for convenience only and are not to be used in interpreting this Agreement.

AGREED TO AND ACCEPTED:

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PURCHASER

CARTER GIRL MUSIC, LLC.