

LeAnn Rimes | Cathedral City Community Amphitheater | Cathedral City, CA | Sat, Nov 23, 2024

Matt Runner | mrunner@teamwass.com

THIS PERFORMANCE CONTRACT is dated Monday, April 22, 2024 by and between PRODIGY TOURING CORPORATION ("COMPANY"), which shall furnish the services of LeAnn Rimes ("ARTIST"), and CITY OF CATHEDRAL CITY ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and COMPANY hereby agree as follows:

1. ENGAGEMENT / VENUE:

VENUE:	Cathedral City Community Amphitheater (the "Venue")	
ADDRESS:	68526 Ave Lalo Guerrero Cathedral City, CA 92234 United States	
DATE OF SHOW:	Saturday, November 23, 2024 (the "Date of Engagement")	<b>SET LENGTH: 75-90 MINUTES</b> <b>Per Advance and As Approved by ARTIST</b>
NO. OF SHOWS:	1	
DOORS:	6:00PM 3:00PM	
OPENING ACT EMILY WEST	4:00PM	
ARTIST TIME:	7:00PM 5:00PM	
CURFEW:	To be adv.	

2. COMPENSATION:

\$ 80,000.00 guaranteed to ARTIST (the "Guarantee").  
Flat Guarantee

Plus PURCHASER to provide and pay for Backline as specified and approved by ARTIST.  
Plus PURCHASER to provide and pay for Hospitality & Catering, per ARTIST rider.  
Plus PURCHASER to provide and pay for all ARTIST rider requirements, all as specified and approved by ARTIST.

Rain or Shine Event. Notwithstanding anything contained to the contrary in the T&C or in any Purchaser rider or addendum, if cancellation occurs due to inclement weather, Artist to be paid in full.

3. PAYMENT TERMS:

PURCHASER shall pay \$ 40,000.00 to WASSERMAN MUSIC, LLC no later than Wednesday, October 23, 2024  
All payments to be made to Wasserman Music, LLC hereunder shall be payable by bank wire to:

Wasserman Music, LLC	JPMorgan Chase
ACCT: 712339560	New York, NY 10017
ABA: WIRE: 021000021 ACH: 322271627	
SWIFT CODE: CHASUS33	

The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by cash or cashier's check not later than the evening of the Engagement. If the percentage of gross ticket receipts exceed the Guarantee, the overage amount due shall be paid in full to ARTIST COMPANY in cash or by cashier's check or bank wire (as designated by ARTIST COMPANY) immediately following the Engagement.

4. PRODUCTION:

PURCHASER to provide and pay for First-Class Festival Stage, Production, Backline, Sound and Lights, approved by ARTIST.

5. OTHER PROVISION(S):

OTHER NOTES: Band Configuration

6. BILLING:

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100% Festival Headline  
Cathedral City Hot Air Balloon Festival

7. **TICKET SCALING AND PRICES:**  
SCALING NOTES Fifty (50) Artist Comps

8. **DEDUCTIONS:**

DEDUCTIONS	EXC/INC	PRICE	TYPE	TOTAL
-- N/A --				<b>\$ 0.00 DEDUCTIONS</b>

9. **TAXES:**

TAXES	AMOUNT	TYPE	TOTAL
-- N/A --			<b>\$ 0.00 TAXES</b>

10. **MERCHANDISE:**  
100% to ARTIST; ARTIST Sells

11. **CONTACT DETAILS:**

ARTIST: **LeAnn Rimes**  
Prodigy Touring Corporation  
Attn: Alyssa Zeman  
15303 Ventura Blvd #1600  
Sherman Oaks, CA 91403

PROMOTER / PURCHASER: **City of Cathedral City**  
,  
**Chris Parman Ryan Hunt**  
chrisparman@gmail.com rhunt@cathedralcity.gov

PRODUCTION COMPANY OR PERSON: **Bernie Mercado**  
,  
(626) 221-4379  
mercadosound326@gmail.com

12. **SPECIAL PROVISIONS:**

FULL BAND / SYMPHONY SHOWS: Purchaser to provide and pay for eight (8) stagehands for load in and load out.

RUNNERS: Purchaser to provide and pay for one (1) professional runner for day of show. If possible please provide two (2) runners.

SOUND & LIGHTS: Purchaser to provide sound and lights as required by Artist.

ANNOUNCE/ON-SALE MATERIALS: Prior to announcing or scheduling on sale dates, purchaser must contact Hannah Maldon (hannah@hannahmaldon.com) for approval of marketing plan and materials. Only Artist approved assets may be used for marketing campaigns and venue collateral.

TICKET COUNTS: Purchaser to provide ticket counts to booking agency at least once per week from on sale date to show date.

ARTIST COMPS: Buyer shall provide ARTIST with fifty (50) Artist Comps - and/or cover charges, if applicable, per show segment of PERFORMANCE, located near the center of the house within the first Twenty (20) rows. These tickets are to be pulled prior to tickets going on sale. In the case of a general admission ticket, with no assigned seating, the BUYER shall provide, for the ARTIST'S guests, a sectioned off, VIP area. Any unused tickets will be returned and may be placed on sale the day of PERFORMANCE.

SUPPORT: **OPENING ACT: EMILY WEST** All opening acts must be approved in writing by Wasserman Music Agency.

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CONTROL: In the event of a conflict among Contract, ARTIST Rider, Additional Terms & Conditions, and PURCHASER Offer and or PURCHASER Addenda, ARTIST contract and rider shall control this Agreement.

OUT CLAUSE: ARTIST reserves right to cancel at any time up to thirty (30) days prior to event without penalty. In event of cancellation by ARTIST, all deposit payments will be immediately returned unless mutually agreeable reschedule date has already been determined.

13. ATTACHMENTS:

The Additional Terms & Conditions, Artist rider, and any Company addenda attached hereto form a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IMPORTANT: ONE COMPLETE COPY of this contract and rider, signed by the PURCHASER, must be received by Wasserman Music via email, fax, or mail, no later than Wednesday, October 23, 2024.

PURCHASER

City of Cathedral City

Federal Tax ID: 95-367-4780

Signature: Charles McClendon

Print Name: Charles McClendon

Title/Position: City Manager

COMPANY

Prodigy Touring Corporation
Attn: Alyssa Zeman
15303 Ventura Blvd #1600
Sherman Oaks, CA 91403
Federal Tax ID: 75-2853062

Signature: [Handwritten Signature]

Print Name: D. BROWN

Title/Position: Mgr

Throughout this Exhibit A, references to "Facing Pages" shall mean the pages issued by Wasserman Music, LLC ("Agent") to which this Exhibit A is attached. Company's production and hospitality riders are collectively referred to herein as the "Artist Rider".

#### **1. VENUE AND PRODUCTION:**

1.1 Purchaser shall not change the date or Venue set forth on the Facing Pages for Artist's appearance at the Event (hereinafter, the "Performance") without Company's prior written consent, which may be withheld in Company's sole discretion, as applicable.

1.2 Purchaser hereby agrees to carry, maintain, and pay for all necessary permits and licenses required by all applicable laws for purposes of lawfully conducting the Event (as defined below), including, without limitation, as required by ASCAP/BMI and/or SESAC.

1.3 Purchaser will be solely responsible for reserving, securing, and providing the Venue for the Performance. Purchaser will provide and pay for any and all production elements and backline set forth on the Facing Page and in the Artist Rider, together with any and all additional elements as necessary to produce a first-class event, including, without limitation, a suitable Venue, well-heated, ventilated, lighted, clean and in good working order, an appropriate performance area free and clear of interruption, dressing rooms or exclusive trailer (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands and stage equipment, all necessary first-class sound and lighting equipment, all necessary Venue personnel, and appropriate and sufficient advertising in all media.

1.4. Purchaser shall check all Purchaser-provided equipment that is material to Artist's Performance (including, but not limited to, soundboard, monitors, public-address-system, lights) for defects and to ensure proper functioning prior to the Performance. If, after receiving notice from Company, Purchaser fails to cure any such malfunction in Purchaser-provided equipment prior to Artist's originally scheduled set time, Company shall have the right to cancel or shorten the Performance hereunder. For purposes of this paragraph, notice may be given orally or in writing (including by email or text).

1.5 Company and Artist shall have the sole and exclusive control over any and all creative elements of the Performance hereunder. Company and Artist shall have the sole right, as Company and/or Artist sees fit, to designate and/or change at any time the performing personnel other than the Artist herein specifically named. Further, Company and Artist shall have the right to pre-approve the talent line-up for the Event, including without limitation, the performing artist who will perform immediately prior to and/or after Artist's set time.

#### **2. ENGAGEMENT:**

2.1 Provided Purchaser is not in breach of any of the terms of this Agreement, Company will cause Artist to perform for the Performance in accordance with the terms of this Agreement. Artist's set length and performance order will be as set forth on the Facing Pages. Artist's load-in, sound check, and rehearsal times will be as set forth on the Facing Pages unless otherwise mutually agreed by the parties in writing per advance. Artist's Performance, together with all other performances at the concert(s) or other event(s) described on the Facing Pages, are hereinafter collectively referred to as the "Event."

2.2 Purchaser hereby acknowledges that, except as otherwise expressly set forth herein, each and every payment made by Purchaser hereunder is non-refundable.

#### **3. TICKET PRICE:**

3.1 Purchaser shall not do any of the following without first obtaining Company's prior written consent: (a) increase or decrease a ticket price; (b) charge surcharge or fee of any kind, including without limitation, a fee based on an age differential; and (c) implement any specialized or discounted ticketing programs or engage any third-party ticket resellers, including, without limitation: Multi-packs, Value Channels (e.g. Groupon), papering, VIP tables & suites (unless sold as a season-long package), additional upsells including early entry promotions & food and beverage packages, Dynamic pricing, Platinum ticketing, Fast Lane, TM+ (resale tab), and AXS

Premium, and/or StubHub redirection. Purchaser acknowledges and agrees that Company is acting in reliance on the ticket scaling and fee information as stated on the Facing Pages.

3.2 Unless otherwise agreed between the parties in writing, until such time as the Event is sold out, Purchaser will provide or give Agent access to detailed, accurate weekly ticket counts.

3.3 Purchaser shall pay for any and all local and/or amusement taxes which may become due in connection with ticket sales and/or Purchaser's presentation of the Event and Performance.

#### **4. LINE-UP, BILLING, AND PROMOTION:**

4.1 Unless otherwise expressly agreed in writing by Company, Purchaser must obtain Company's written authorization prior to any: (a) announcement of Artist's Performance; and (b) use of Artist's name, likeness and/or logos for the production and/or dissemination of any of all advertisements and promotional material (including flyer design). Any violation of the foregoing by Purchaser, including, without limitation, an unauthorized announcement or failure to adhere to the form and/or timing of any such announcement as approved by Company, shall constitute a material breach of this Agreement that is not capable of being cured and, as such shall not be subject to the terms of paragraph 12.1 of this Agreement. In the event of a breach of the terms of paragraph, Company shall be immediately entitled to the remedies set forth in paragraph 9.1 herein below and Purchaser shall be obligated to indemnify Company for any Claim Expenses (as such term is defined in paragraph 11.2 herein below) incurred as a result of such breach.

4.2 Conditioned upon: (a) Purchaser's timely payment and Agent's receipt of the Deposit (and any other payments due to Company and/or Artist hereunder); and (b) Purchaser's full compliance with the terms of paragraph 4.1 herein, Company hereby grants Purchaser the limited right to use artist's approved name, image, logo, and/or voice (hereinafter, the "Artist Materials") in all Event advertising (including, without limitation, poster, flyer, Internet, radio, TV, social media and print advertising), solely for purposes of advertising, marketing and promoting the Event and the sale of tickets with respect thereto, and subject in each instance to Company's prior written approval. Purchaser may only use the Artist Materials provided by Company hereunder unless otherwise agreed by Company in writing. Purchaser further acknowledges that Company's grant of the right to use the Artist Materials to promote the Event constitutes a value given in consideration of any and all Compensation payable to Company hereunder. For the avoidance of doubt, any and all advertisements of the Performance shall be subject to Company's prior written approval.

4.3 Artist shall receive billing as provided on the Facing Pages or as mutually agreed in writing between the parties hereto, including, without limitation, in all materials and media disseminated by Purchaser to the press and public. Company shall be meaningfully consulted with regard to the artists performing immediately prior to and following Artist's Performance.

4.4 Except for so-called "name-and-title" Venue sponsors and/or Event sponsors, Purchaser acknowledges and agrees that the Artist Materials may not be used to imply any sponsorship or endorsement of any product or service by Artist, including but not limited to commercial and political endorsements, without the prior written consent of Company.

4.5 Purchaser shall use best efforts to promote the Performance in accordance with standard industry practices. The costs of promotion shall be borne solely by Purchaser. In the event that Company determines, in Company's sole discretion, that any use of the Artist Materials may adversely affect Company, Artist or Company's or Artist's intellectual property rights, Purchaser will immediately discontinue the use of the applicable promotional materials immediately following receipt of written notice from Company.

#### **5. COMPENSATION:**

5.1 (a) As used in this Agreement, the term "Compensation" means any amount(s) payable to Company under this Agreement, including, without limitation, the Guarantee, contingent compensation (including, without limitation, any overages, so-called "back-end," and bonus payments), expense reimbursements, buyouts, and any compensation payable under a zero guarantee deal. Purchaser shall pay all Compensation (as hereinafter defined) in accordance with the Payment Terms of the Facing Pages. Wire origination transfer fees are the sole responsibility of Purchaser and shall not be deducted from the Deposit or other Compensation hereunder.

(b) All Compensation due hereunder must be paid in accordance with the terms set forth in the Facing Pages hereof. In the event that Company instructs Purchaser to pay any portion of Compensation to Wasserman Music, LLC ("Agent"), such payment as aforesaid shall be made as an accommodation to Company. Company and Purchaser acknowledge and agree that Agent is not a beneficiary of or party to this Agreement. Such payment

to Agent shall constitute payment to Company for all purposes of this Agreement and Purchaser will have no liability to Agent by reason of any erroneous payment Purchaser may make or failure to comply with such authorization. Company shall indemnify and hold Purchaser harmless against any claims asserted against Purchaser by reason of any such payment made pursuant to the terms of this paragraph 5.1(b).

(c) Purchaser shall not make any cash payments to Company, Artist, and/or Agent under this Agreement.

5.2 Intentionally Omitted.

5.3 Intentionally Omitted.

5.4 Intentionally Omitted.

## **6. TAXES, VISAS AND WORK PERMITS:**

6.1 If the Compensation hereunder payable to Company (or to Agent on behalf of Company) is subject to non-resident withholding taxes in the state, country, or province of the Performance as required by applicable law, and/or any so-called value added tax ("VAT"), unless otherwise expressly set forth in the Facing Pages, Purchaser shall: (a) be solely responsible for the payment of applicable withholding tax or VAT amounts and shall "gross-up" Company's Compensation such that Company's Compensation hereunder shall not be reduced by the amount of such withholding tax or VAT; (b) notify Company in writing of such withholding requirement(s); (c) withhold such required withholding tax amounts from the Compensation as required by law; (d) remit same to the applicable and appropriate governmental taxing authority(ies) (individually and collectively, the "Tax Authority") in a timely manner and in accordance with applicable law; and (e) promptly provide Company with written documentation evidencing that Purchaser has withheld and paid over to the Tax Authority in a timely manner the requisite amount.

6.2 Notwithstanding anything to the contrary contained herein, Company's non-resident withholding tax amount hereunder may not exceed the required amount established by the Tax Authority. Without limiting the foregoing, Purchaser shall be liable for any and all penalties assessed by the Tax Authority against Company and/or Artist for Purchaser's failure to make timely payment to the Tax Authority of amounts required to be withheld hereunder.

6.3 Purchaser, as indicated on the Facing Pages or otherwise agreed by Purchaser in writing shall be responsible for obtaining and paying for any work permits and visas or other documents required for Artist and any member of Artist's crew to enter and work legally in the country in which the Event will take place, and such permits and visas shall be valid for the duration of Artist's stay in that country. Purchaser agrees to make such documents available to Company no less than thirty (30) business days prior to Artist and crew's departure to the country of Performance. In the event Purchaser is not contractually obligated to procure work permits or visas on Artist's behalf (and has not otherwise agreed to procure same in writing), Purchaser agrees to reasonably assist Company and Artist with any and all applications for all such visas and/or work permits.

Company shall be entitled to full payment of the Compensation if the Performance cannot be presented or is cancelled due to Purchaser's failure for any reason to obtain and/or maintain: (a) any approvals, permits and/or permissions from any applicable governmental or other applicable local authority; (b) the Artist/crew work permits and/or visas.

## **7. MERCHANDISE:**

7.1 Unless otherwise stated in the Facing Pages, Company shall have the exclusive right to sell Artist merchandise, during and after the Performance. Other than the mutually-agreed Venue commission stated on the Facing Pages, Purchaser shall not receive any commission or other remuneration with respect to such sale of merchandise or other Artist-related products hereunder. Required Venue merchandise commissions, if any, shall not exceed the rates set forth in the Facing Pages.

7.2 Any proposed festival merchandise which will contain Artist's name or likeness, shall be subject to the prior written approval of Company and further, shall contain all other performing artists names or likenesses appearing at the festival.

## **8. RECORDING:**

8.1 **Company's Recording:** Purchaser hereby acknowledges and agrees that Company and/or anyone engaged, authorized, employed or supervised by Company, may photograph, video tape, and/or otherwise record, reproduce and distribute such recordings of the Event including the Performance hereunder ("Recordings"), in

whole or in part, in any manner or media, and all rights, title and interest to such Recordings from the inception of recording thereof, and all copies manufactured therefrom, including, without limitation, the copyrights thereto and the images and/or performances embodied thereon, shall be the sole property of Company or Company's designees, throughout the world, free from any claims whatsoever by Purchaser or any third party (including, without limitation, Purchaser's affiliates, partners, investors and the Venue owner) . Neither Company, Artist nor Company's or Artist's designee shall have any obligation to obtain permission from or provide credit to Purchaser, except as otherwise required by law.

## 8.2 Other Recordings:

(a) Purchaser shall not, nor shall Purchaser, authorize others to photograph, video tape, record or otherwise reproduce Artist's likeness or image in any manner, nor shall Purchaser record (in any medium) or broadcast (via any means, including, without limitation, radio or internet), or authorize others to record or broadcast, any portion of the Performance without Company's prior written consent, which may be withheld in Company's sole discretion, as applicable. If it becomes evident to Artist or Company that any of the foregoing prohibited activities is occurring during the Event, Artist may suspend Artist's Performance immediately until such unauthorized recording has ceased, and neither Agent, Artist nor Company shall be obligated to return any monies previously paid by Purchaser under the Agreement.

(b) Absent Company's delivery of timely written notice of the contrary to Purchaser, patron use of non-professional/personal cameras and smart phones shall not be deemed a violation of paragraph 8.2(a) herein above.

(c) Purchaser shall be strictly liable for any damages suffered by Company or Artist as a result of: (i) the creation of an unauthorized recording of Artist's performance hereunder by means of the sound board, artist equipment, monitors or any other part of the Venue's audio-only and audio/visual installation when such are within the exclusive control of Purchaser or those engaged by Purchaser; and/or (ii) the dissemination of any such recording.

## 9. CANCELLATION:

9.1 **Purchaser Default:** Subject to the terms of paragraph 9.2 below, in the event that Purchaser, any of Purchaser's officers, directors, employees, parent companies, subsidiaries, affiliates, partners, agents, designees, licensees, assigns, and/or any third party engaged or furnished by any of the foregoing persons or entities (collectively, the "Purchaser Parties"): (a) cancels the Performance or the Event for any reason other than a Force Majeure Event or Company's uncured material breach of this Agreement; (b) fails to perform any of Purchaser's obligations under this Agreement or to provide any material item(s) hereunder; (c) fails to timely pay any amount(s) due to Company, Agent and/or Artist hereunder, including, without limitation, the Deposit and/or Compensation; (d) fails to obtain any required Company and/or Artist approvals hereunder; (e) fails to perform or otherwise breaches any contract with Artist and/or any other performer for any other engagement; (f) makes an assignment for the benefit of its creditors, files for bankruptcy, or otherwise becomes unable to pay its debts as they become due in the ordinary course of business; and/or (g) otherwise breaches any term of this Agreement; then, in addition to any other rights, claims and/or remedies which may be available to Company and/or Artist in law or in equity:

- (i) Company shall have the right to terminate this Agreement, in which instance all rights previously granted hereunder shall immediately revert to Company and Artist, as applicable;
- (ii) Company and Artist shall be entitled to retain any payments made by Purchaser hereunder as of the date of such breach;
- (ii) Purchaser shall remain liable to Company for the full amount of all Compensation hereunder;
- (iii) Company shall have the right to refuse to furnish Artist to perform the Performance;
- (iv) any exclusivity restrictions set forth herein shall be deemed immediately lifted, waived, and no longer binding on Company or Artist; and
- (v) neither Company, Agent nor Artist shall be liable to Purchaser for any damages, costs, expenses or losses of any kind whatsoever suffered by Purchaser as a result of the foregoing.

## 9.2 Force Majeure:

(a) Notwithstanding anything to the contrary contained herein, the Performance may be cancelled by either party due to any cause or occurrence beyond the reasonable control of the parties hereto that renders the Performance hereunder impossible or unsafe (each, a "Force Majeure Event"). A "Force Majeure Event" includes, without limitation: acts of God; severe or dangerous weather; acts of war; riot; fire; explosion; accident; flood; sabotage or terrorist act (or credible threat thereof); transportation failure or delay; then-current laws, court orders, regulations, requirements, or other governmental actions, including those related to communicable diseases, epidemics, pandemics or other dangers to public health, that ban or substantially limit mass gatherings, restrict travel to or from the market, cause a closure of the Venue, or otherwise substantially interfere with presentation of the Performance; injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment), illness, accident, or death to Artist or essential crew member or the death or terminal illness of a member of Artist's family (including domestic partners), technical failures beyond the reasonable control of the parties hereto, or other causes of a similar or different nature beyond the reasonable control of the parties hereto. Neither Company nor Artist shall be held liable for any losses, costs or damages whatsoever suffered by Purchaser due to Artist's failure to perform as a result of a Force Majeure Event.

(b) In the event that all or a portion of the Performance is cancelled due to a Force Majeure Event and but for the occurrence of such Force Majeure Event, Artist is willing and able to perform (regardless of Artist's location at the time of such cancellation), Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Performance, one hundred percent (100%) of the Compensation payable hereunder.

(c) Notwithstanding the foregoing, in the event Company and/or Artist is rendered unready or unable to perform due to a Force Majeure Event impacting Artist and not the Venue, but (i) such Force Majeure event takes place after tickets have gone on sale for the Event; (ii) Purchaser does not offer full refunds to all ticket holders as a direct result of the cancelled Performance; and (iii) Purchaser does not procure a replacement artist of similar stature, Artist shall be entitled to retain or receive, as applicable, fifty percent (50%) of the Guarantee. In the event of cancellation of the Performance due to a Force Majeure Event that impacts Artist and not the Venue but does not meet the criteria set forth in the preceding sentence, Company shall return to Purchaser all monies previously received hereunder less Artist's bona-fide, documented, reasonable, non-refundable expenses incurred directly in relation to the cancelled Performance.

(d) For the avoidance of doubt, in the event of cancellation due to a Force Majeure Event, regardless of whether Artist is willing and able to perform, Purchaser shall pay for all transportation, accommodations, and expense reimbursements due to Company pursuant to the Facing Pages.

## 10. SECURITY, SAFETY, AND INSURANCE:

10.1 (a) Purchaser shall be solely responsible to provide a safe environment for the Event including regarding the staging, stage covering, electrical grounding, supervision and direction of the Performance, and adequate security, so that the Performance and all persons and equipment are free from adverse weather and other unsafe conditions, situation and events ("Dangerous Conditions"). Dangerous Conditions include, without limitation, faulty or insufficient electrical power; inadequate (for the intended use) or unsafe construction or maintenance of staging; inadequate or unsafe stage barricades; inadequate Event and/or backstage security; rain penetration or any other hazardous condition which, in the reasonable opinion of the Company or Artist, may result in damage or injury to Artist or Artist's equipment, or to anyone engaged or furnished by Artist, or to any other persons or equipment for whom or which Artist may be held responsible (including, without limitation, Purchaser's non-compliance with any specific requirements as set forth in the Artist Rider). Purchaser shall be solely responsible and liable for, and shall indemnify and hold all of the Artist Indemnitees (as defined below) harmless from and against, any damage or injury caused by such Dangerous Conditions except to the extent such is solely and directly caused by Company's or Artist's negligence or willful misconduct.

(b) Purchaser shall be responsible for providing (or causing the Venue to provide) reasonable, adequate and industry standard stage barricades and security personnel for the presentation of the Event to ensure the safety of Artist, its crew, personnel, equipment and audience members, as determined by Purchaser and/or Venue in consultation with Artist's authorized representative and at a minimum, in accordance with any specifications set forth in the Artist Rider with regard to backstage security; it being understood however that such security personnel are acting solely under the direction and control of Purchaser and/or Venue.

10.2 (a) Purchaser agrees to provide from the date hereof through completion of load-out of the Event, public and general liability insurance coverage (including automobile, liability and comprehensive) to protect against any claim for 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 Performance and Event, including as a consequence of the installation and/or operation of the equipment provided by Artist. In addition, it is agreed that Purchaser shall maintain in effect a policy of workmen's compensation insurance covering all of its employees and other personnel who are involved in the installation, operation and or maintenance of the equipment provided by Producer. The Purchaser further agrees to provide full insurance coverage for all equipment provided by Artist or Artist's agents, contractors and employees against fire, theft, riot or any other type of act that would cause harm or damage to equipment. Without limiting the foregoing, in the event Purchaser has not paid an initial deposit of fifty percent (50%) of the Guarantee or more prior to Purchaser's public announcement of Artist's appearance at the Event, Purchaser shall be required to secure and maintain a commercially standard event cancellation insurance policy for the Event which does not exclude cancellation for a Force Majeure Event or an inclement weather cancellation with minimum coverage limits for the full extent of Purchaser's financial obligations to Company and Artist hereunder, except for the following exclusions: acts of war; failure of means of transportation; terrorist act; governmental or court ordered laws, permitting, zoning, licensing or other city/municipal/state/parish issues, or other commercially reasonable exclusions. Purchaser shall supply Agent with certificates of insurance showing coverage of the above at least ten (10) days prior to the show date. However, if said certificate is not received by Agent prior to the above date, then Company at Company's election may terminate this Agreement. Company's failure to request an insurance certificate evidencing the above-mentioned coverage shall not be deemed a waiver of the Purchaser's obligation to maintain such insurance. If Company elects to furnish Artist to perform the Engagement and the certificates of insurance have not been received, Purchaser is still solely responsible for providing complete coverage as specified above and its indemnification obligations as set forth herein below.

(b) Purchaser shall obtain and maintain, from the date hereof through completion of the Engagement, general liability insurance coverage as required under sub paragraph 10.2(a) hereinabove which coverage shall be written on an "occurrence" form rather than on a "claims made" form, without any deductible applying and shall name Company, Artist, and Agent as additional named insureds in an amount of not less than Three Million Dollars (\$3,000,000) per occurrence (but in no event in amounts less than the limits require by the venue) 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).

#### **11. WARRANTIES, REPRESENTATIONS, INDEMNIFICATION:**

11.1 Purchaser hereby represents and warrants that: (a) Purchaser has the full right, power and authority to enter into this Agreement and perform all of Purchaser's obligations hereunder; (b) Purchaser has obtained and will maintain the insurance policies set forth in paragraph 10.2 herein above through the completion of the load-out of the Event and for thirty (30) days thereafter; (c) Purchaser shall comply with all laws and regulations of any applicable jurisdiction at all times, including, without limitation, all regulations and requirements of any union(s) that may have jurisdiction over any of the performance materials, facilities or personnel to be furnished by Company or Purchaser hereunder, including, but not limited to, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations and regulatory and sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control; and (d) Purchaser is solely responsible for making all payments hereunder; (e) Purchaser is financially solvent and generally able to pay its debts, including, without limitation, all amounts payable hereunder and otherwise in connection with the Event.

11.2 Purchaser shall indemnify and hold Company, Artist and each of Company's and Artist's respective affiliates, subsidiaries, contractors, employees, agents and assigns (collectively, the "Artist Indemnitees") harmless from and against any and all claims, demands, losses, costs, expenses, damages of any nature whatsoever (including without limitation, attorneys' fees, court costs and, damages to Artist's equipment and/or damages for any loss of good will and injury to Artist's reputation) (collectively, the "Claim Expenses") arising out of or in connection with (i) the negligence or willful misconduct of Purchaser or any of Purchaser's agents, employees, contractors, and/or designees; (ii) Purchaser's breach of any representation, warranty or covenant under this Agreement, including, without limitation, Purchaser's failure to properly obtain any required work permits or visas as required by law for Company to lawfully enter the country of Performance and render the Performance hereunder; (iii) any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, person, firm, entity or corporation as a result of or in connection with the Performance and/or Event, which claim does not result directly from the gross negligence or willful misconduct of the Artist Indemnitees. Purchaser will repay Company upon demand for any Claim Expenses.

11.3 Without limiting the foregoing, interest at the highest rate permissible under the laws of the State of California shall accrue on any unpaid amounts hereunder from and after the date upon which such payment is due. In the event that Company and/or Artist incurs expenses in connection with collection of the Claim Expenses or otherwise in connection with the enforcement of Company's and/or Artist's rights under this Agreement, those

costs and expenses shall be included in the Claim Expenses total and promptly repaid by Purchaser. For the avoidance of doubt, the Artist Indemnitees shall not be responsible for damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by Company or Artist.

## **12. DEFAULT, NOTICE AND CURE:**

12.1 Except as otherwise expressly set forth herein, neither party to this Agreement shall be deemed to be in breach of any of its obligations hereunder unless the party not in breach serves specific written notice of such alleged breach upon the party in breach and the party in breach shall have failed to cure such breach, if any, within five (5) business days following receipt of such written notice, but in no event later than three (3) business days prior to the earlier of: (i) Artist's scheduled departure to the place of the Performance or (ii) the date of Performance hereunder. Notwithstanding the foregoing, Purchaser must cure any late payments hereunder within twenty-four (24) hours following receipt of written notice of Purchaser's failure to timely pay any amounts payable hereunder.

12.2 All notices to be given to either party hereto shall be in writing and shall be delivered to the addressee at the respective addresses hereinabove set forth, or such other address or addresses as may be designated by either party, by (i) mail (registered, or certified, return receipt requested, postage pre-paid); (ii) overnight courier with proof of receipt; (iii) telefax (with a copy by express courier service); or (iv) e-mail (provided recipient has responded by email or otherwise in writing to confirm receipt). Notices shall conclusively be deemed to have been given seventy-two (72) hours after the date of mailing or twenty-four hours (24) after the date of e-mail or other electronic transmission. The addresses of the parties, until further notice to the contrary, are as first written above.

## **13. MISCELLANEOUS:**

13.1 This Agreement sets forth the entire understanding between the parties, oral or written, regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations or understandings between the parties. No amendment, modification, or waiver of these Terms will be valid unless set forth in a written instrument signed by both parties hereto. Should any portion of this Agreement be deemed null and void under the law, the remainder shall remain in full force and effect.

13.2 In no event shall Artist Indemnitees 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 hereunder, relating to or arising out of the Performance, the Event, or the transactions contemplated under this Agreement, whether in contract, tort or otherwise, even if Company and/or Artist has been advised of the possibility of such damages. Under no circumstances shall the liability of Artist Indemnitees 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 the Performance; or (ii) the amount of the Guarantee which Company or Artist have actually received in accordance with the terms of this Agreement.

13.3 Nothing herein shall be construed as to constitute the parties hereto as a partnership or joint venture, nor to make Company 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.

13.4 This contract shall be governed by and construed under the laws and judicial decisions of the State of California. All claims and disputes arising out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the courts of the State of California (state and federal) located in Los Angeles County; provided however if Agent and/or Artist is sued or joined in any other court or forum in respect of any matter which may give rise to a claim by Agent or Artist hereunder, Purchaser hereby consents to the jurisdiction of such court or forum over any such claim which may be asserted by Company and/or Artist. The prevailing party in any legal action (after all appeals have been taken or the time for taking such appeals has expired) brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies available to it at law or in equity, to reimbursement for its costs and expenses (including court costs and reasonable fees for outside attorneys and expert witnesses) incurred with respect to the bringing and maintaining of any such action. The term "prevailing party" for the purposes of this paragraph shall include a defendant who has by motion, judgment verdict or dismissal by the court, successfully defended against any claim that has been asserted against it.

13.5 Purchaser hereby acknowledges that Agent is only responsible for procuring bookings and assumes no liability hereunder and, in furtherance thereof and for the benefit of Wasserman Music, LLC, it is agreed that

neither Purchaser nor Company or Artist will name or join Wasserman Music, LLC or any of its officers, directors, principals, agents, employees or representatives as a party in any civil action or suit arising out of or in connection with this Agreement or any breach of contract by Company or Artist hereunder or under any other agreement between Company or Artist and Purchaser.

13.6 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The counterparts of this Agreement may be executed and delivered by electronic or digital means and the receiving party may rely on the receipt of the electronically or digitally signed or delivered document as a binding and enforceable agreement. Facsimile and/or scanned copies hereof shall be deemed to be originals.

13.7 Purchaser may not transfer or assign this Agreement or any rights, interests or obligations without the prior written consent of Company. Any assignment in violation of the foregoing shall be void *ab initio*.

13.8 THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES JOINT AND SEVERAL LIABILITY WITH PURCHASER FOR THE PAYMENT OF ALL COMPENSATION DUE HEREUNDER IN FULL.

13.9 To the extent that any terms contained in the Facing Pages of this Agreement conflict with those contained in these Additional Terms and Conditions, the terms in the Facing Pages shall control and supersede.

**LeAnn Rimes Rider – 2022**

**For Performance with Full Band**

**(Updated 4/5/24)**

Rider to agreement-dated \_\_\_\_\_ between LeAnn Rimes hereinafter referred to as ARTIST and City of Cathedral City hereinafter referred to as BUYER.

To the BUYER of this production, please understand that the items required below are necessary for LeAnn Rimes to provide the best possible show for the BUYER and his/her patrons. In order to fully understand our production, please examine all parts of this rider. After reading each page, BUYER is asked to initial in the space provided at the bottom left of each page. Failure to provide initials will constitute BUYER'S acceptance of all conditions set forth on set page.

BUYER and/or BUYER'S Representative agree that any changes regarding stage call times, personnel or production requirements, including other parties' will be subject to approval by ARTIST or ARTIST'S Representative.

BUYER and/or BUYER'S Representative must be present from first call time of the day until completion of load-out.

Please forward any and all information contained within to the appropriate parties concerned (staging, sound, catering, etc.).

**Prodigy Touring Corporation**

c/o

**Alyssa Zeman** | Account Manager

[alyssa@ptdllp.com](mailto:alyssa@ptdllp.com)

**PDT Business Management**

13801 Ventura Boulevard | Sherman Oaks, CA 91423

818-793-5703 voice | 818-793-5725 fax

Fed ID # 75-2853062

**Table of Contents**

**LeAnn Rimes Rider – 2022**

**Key Personnel & Contacts.....Page 3**

**1. Advertising/Publicity**  
**2. Interviews/Appearances**  
**3. Radio Station Co-Presents**  
**4. Admission to Performance**  
**5. Complimentary Tickets**  
**6. Opening Acts.....Page 4**

**7. Sponsorships**  
**8. Payments**  
**9. Additional Terms**  
**10. Force Majeure .....Page 5**

**11. Cancellation**  
**12. Assignment**  
**13. Choice of Law/Forum**  
**14. Merchandise Sales**  
**15. Passes.....Page 6**

**16. Subsequent Terms**  
**Inclement Weather Recording**  
**Insurance.....Page 7**

**17. Agreements**  
**18. Confidentiality .....Page 8**

**19. Production Notes**  
**20. Stage Requirements.....Page 9**

**21. Local Labor**  
**22. Security.....Page 11**

**23. Catering.....Page 13**

**24. Hospitality .....Page 15**

**25. Audio Requirements for a Fly Date.....Page 16**

**TOUR CONTACTS**

# LeAnn Rimes Rider – 2022

## **AGENCY**

WASSERMAN MUSIC

AGENTS: Seth Malasky and Matt Runner

PH: 615-251-4400

[Smalasky@teamwass.com](mailto:Smalasky@teamwass.com)

[mranner@teamwass.com](mailto:mranner@teamwass.com)

## **MANAGEMENT**

Darrell Brown

(310) 678-7648

[DarrellBrown@Mac.com](mailto:DarrellBrown@Mac.com)

## **PUBLICITY**

[steuer@sunshinesachs.com](mailto:steuer@sunshinesachs.com)

**Samantha Steuer**

**Sunshine Sachs**

**(212) 691-2800**

## **TOUR MANAGEMENT/PRODUCTION**

Shamus Bacon

(615)-289-4025

[ShamusFOH@Mac.com](mailto:ShamusFOH@Mac.com)

## **BUSINESS MANAGEMENT**

**PTD BUSINESS MANAGEMENT**

13801 Ventura Boulevard | Sherman Oaks, CA 91423

818-793-5703 voice | 818-793-5725 fax

[alyssa@ptdlp.com](mailto:alyssa@ptdlp.com)

## **1. ADVERTISING/PUBLICITY/BILLING**

## **LeAnn Rimes Rider – 2022**

ARTIST to receive one-hundred percent (100%) sole billing, {unless artist is booked as support in which case shall be 75% special guest star billing} including, but not limited to, radio and television spots, programs, flyers, signs, lobby boards, and marquee. No other name or photograph shall appear in larger type with respect to size, thickness, boldness, and prominence of type accorded **LeAnn Rimes**. The official photograph to be used in all publications and/or advertisements will be sent from Management to BUYER by arrangement with ARTIST and/or ARTIST'S Representative.

### **2. INTERVIEWS/APPEARANCES**

ARTIST and/or ARTIST'S Management reserves the right of approval, in writing, of any and all radio, television, newspaper, and/or magazine interviews made in conjunction with PERFORMANCE. Pre approved admats/radio spots/ tv spots are available from True Public Relations – 323-957-0730. BUYER further agrees not to commit LEANN RIMES to any personal appearances, interviews, photos, meets and greets, or any other type of promotional appearance without prior written consent of ARTIST'S Management.

### **3. RADIO STATION CO-PRESENTS**

When ARTIST is headlining, all radio station co-promotions shall be approved by ARTIST management and record label. BUYER must submit a media plan, including all radio time buys, giveaways, promotions and contests to ARTIST'S management, Attention: Darrel Brown – [DarrellBrown@me.com](mailto:DarrellBrown@me.com). No on-stage banners.

### **4. ADMISSIONS TO PERFORMANCE**

Admission for PERFORMANCE hereunder shall not be restricted due to race, gender, age, religion, color, creed, or the elements thereof.

### **5. TICKET HOLDS (PRE-SALE) AND COMPLIMENTARY TICKETS**

Buyer shall provide ARTIST with 50 for Artist Comps - and/or cover charges, if applicable, per show segment of PERFORMANCE, located near the center of the house within the first Twenty (20) rows. These tickets are to be pulled prior to tickets going on sale. In the case of a general admission ticket, with no assigned seating, the BUYER shall provide, for the ARTIST'S guests, a sectioned off, VIP area. Any unused tickets will be returned and may be placed on sale the day of PERFORMANCE.

### **6. OPENING ACTS**

When the ARTIST is headlining, the appearance of another act or acts on the same bill as ARTIST shall be subject to ARTIST and/or ARTIST'S Manager's approval. Length of said act'(s) set shall be predetermined to allow for adequate time to rearrange the stage between performances and still allow ARTIST to perform entire show at designated time. And no act may perform to pre-recorded audio tracks, without the written approval by ARTIST'S Management.

BUYER shall indemnify and hold ARTIST harmless from any and all liability for damage to any and all equipment owned by, placed on stage by, or used by any other acts. ARTIST shall, in ARTIST'S sole discretion decide whether any opening acts(s) shall use any of ARTIST'S equipment.

**EMILY WEST – 4-5PM**

### **7. SPONSORSHIP**

## LeAnn Rimes Rider – 2022

All forms of sponsorship, whether part of an ongoing series or specifically for ARTIST'S PERFORMANCE, must be authorized in writing by ARTIST'S Manager prior to PERFORMANCE. ARTIST retains right to have a sponsor.

### 8. PAYMENT

Payment to ARTIST for PERFORMANCE shall be made, in full to ARTIST'S Tour Manager, Charly Salvatore, prior to PERFORMANCE. Said payment shall be made only by cash or cashier's check: Payable to Prodigy Touring Corp., c/o 700 12th Avenue South, Suite 201, Nashville, TN 37203. In case payment or any part thereof of PERFORMANCE hereunder is based on a percentage of gross admission receipts, then such gross admission receipts shall be computed on the actual full admission price provided on each ticket, and, in the absence of prior written agreement by ARTIST, **no ticket shall be offered or sold at a discount or premium**. In the case of payment being based on percentages, as set forth above, no more than 30 (thirty) complimentary tickets shall be offered or given away by BUYER, and no one authorized by BUYER shall be allowed into any part of PERFORMANCE venue without a ticket for free without ARTIST'S and/or ARTIST'S Manager's prior written consent, with exception of ARTIST'S complimentary tickets.

In case of payment being based in whole or in part on a percentage of gross receipts, ARTIST'S Tour Manager, Shamus Bacon, or ARTIST representative shall be allowed to be present in the box office at all times and shall be permitted to inspect ticket sales and otherwise determine gross receipts at the conclusion of each segment of PERFORMANCE or at the end of PERFORMANCE at ARTIST'S sole option.

In case of payment being based in whole or in part on a percentage of gross admission receipts, BUYER agrees to have on hand, at the place and time of PERFORMANCE, for counting verification by ARTIST'S Representative, all unsold tickets.

Except as hereinabove provided for, ARTIST shall be compensated for all seats shown as complimentary tickets. Unless an unsold ticket is shown to ARTIST'S Representative, it shall be deemed that BUYER has sold a ticket for that seat at the highest price for which that seat could have sold.

### 9. ADDITIONAL TERMS

If before the date of any scheduled PERFORMANCE it is found that BUYER has not fully performed his obligations under any other Agreement with any party for another engagement or PERFORMANCE or that the financial credit of BUYER has been impaired, ARTIST may cancel this agreement, without any penalty to, or liability by ARTIST whatsoever. In the event that BUYER does not perform fully all of his obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder, which PERFORMANCE or refusal to PERFORM shall not be a waiver of any other remedies that ARTIST may have against BUYER, and BUYER shall be liable to ARTIST for damage, including but not limited to reasonable attorney's fees and costs, in addition to the compensation provided for herein.

### 10. FORCE MAJEURE

ARTIST'S obligation to furnish the PERFORMANCE hereunder, or any portion thereof referred to herein is subject to detention or prevention by sickness, inability to perform, accidents, means of transportation, acts of God, riots, strikes, labor difficulties, epidemics, any act or order of public authority, or any cause similar or dissimilar beyond ARTIST'S control, which, in ARTIST'S sole determination, would prevent or interfere with the presentation of the PERFORMANCE. ARTIST to make best attempts to reschedule a mutual make-up date. ARTIST not responsible for costs connected with non-performance.

### 11. CANCELLATION

## LeAnn Rimes Rider – 2022

BUYER agrees that Artist may cancel the engagement hereunder, at ARTIST'S sole discretion, by giving BUYER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder.

### **12. ASSIGNMENT**

BUYER shall not have the right to assign this Agreement or any provision thereof. Nothing herein contained shall be construed as to constitute the parties hereto as a partnership or joint venture, or that the ARTIST shall be liable in whole or in part for any obligation that may be incurred by BUYER in BUYER'S carrying out, or failing to carry out, any provisions hereof or otherwise. The person executing this Agreement on BUYER'S behalf warrants his authority to do so.

### **13. CHOICE OF LAW/FORUM**

In the event of any default, dispute, or breach of this Agreement requiring court action, the prevailing party shall be entitled to recover reasonable attorney's fees, expenses, and court costs. The parties hereto consent to venue in Davidson County, State of Tennessee, in any such court action.

### **14. MERCHANDISE SALES**

ARTIST and/or ARTIST'S Representative shall have the sole and exclusive right, though not the obligation, to sell ARTIST'S products. BUYER further agrees and warrants that there shall be no sale or other distribution of recordings and/or other souvenir materials/products other than by ARTIST and/or ARTIST'S Representative at the PERFORMANCE without the prior written consent of ARTIST'S Manager.

BUYER agrees to provide adequate space for ARTIST'S Representative to vend ARTIST'S products. ARTIST and/or ARTIST'S Representative, at ARTIST and/or ARTIST'S Representative sole discretion, will determine location of ARTIST vending area. BUYER will provide ARTIST and/or ARTIST Representative with four (4) six (6') foot long heavy duty tables and two folding chairs for the use in displaying and selling ARTIST'S products. ARTIST and/or ARTIST'S Representative may sell ARTIST'S products before, during, and after PERFORMANCE. No percentage of sales receipt or other fee shall be paid by ARTIST and/or ARTIST'S Representative to BUYER on any sale of ARTIST'S products. BUYER shall not be entitled to free items unless agreed upon in advance by ARTIST.

No "event shirt" or program or any material bearing ARTIST'S name and/or likeness shall be printed, produced or distributed without the prior written consent of ARTIST, which may be withheld at the sole discretion of ARTIST.

### **15. PASSES**

All members of ARTIST'S entourage will display a laminated pass. Only persons wearing this pass will be permitted on stage or in the dressing room area. All passes will be provided and controlled by the ARTIST'S representative. No other passes will be permitted. Everyone must wear a pass at all times. Persons abusing pass privileges are subject to ejection. A sample pass sheet will be distributed to the head of security and the first security guard on duty. Pass privileges will be discussed in detail at a security meeting, one hour prior to doors.

### **16. SUBSEQUENT TERMS**

## LeAnn Rimes Rider – 2022

### **a. Inclement Weather**

In the event of rain or other weather conditions, which might interfere with the PERFORMANCE, the parties will mutually determine whether PERFORMANCE will proceed. However, in the event that the PERFORMANCE is not held by reason of any such weather condition, BUYER shall pay ARTIST full amount designated in the contract between the parties. BUYER understands and agrees the ARTIST WILL NOT PERFORM ON A WET STAGE.

Notwithstanding the provision in the paragraph above, in the case of an outdoor PERFORMANCE, should lightening or other dangerous weather conditions be visible from PERFORMANCE site, ARTIST may, at ARTIST'S sole option, refuse to perform and/or discontinue PERFORMANCE, and BUYER shall pay ARTIST full amount provided for in the contract between the parties.

### **b. Recording**

BUYER will not permit visual recording or visual broadcast of all or any part of the PERFORMANCE without the express prior written consent of ARTIST'S Manager. No portion of this PERFORMANCE may be broadcast, recorded, filmed, taped, web casting or embodied in any form, for any purpose, without the prior written consent of ARTIST'S Manager. BUYER will deny entrance to any person carrying any video recorder.

### **c. Insurance**

BUYER agrees to provide comprehensive general liability insurance having a current A.M. Best's rating of not less than A Excellent, including, without limitation, coverage to protect against any and all bodily injury, property damage, personal injury, liquor liability, claims related to The American Disabilities Act and third party claims to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by Producer and/or its employees, contractors and agents. Such liability insurance shall be in the amount required 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 per occurrence with any deductible to be paid by BUYER. Such insurance shall be in full force and effect at all times ARTIST or any of Producer's agents or independent contractors are in place of performance. ARTIST and its agent for the Engagement, Wasserman, shall be listed as additionally- named insurers under such insurance and this shall be indicated on the pertinent certificate of insurance. BUYER agrees to provide a policy of Workman's Compensation covering all of the BUYERS employees or third-party contractors. The Worker's Compensation Insurance should be shown on the required Certificate of Insurance.

Certificates of insurance relating to the coverage listed above shall be furnished by BUYER to ARTIST at least fourteen (14) days prior to the Engagement. Certificates are to be sent to:

#### **BUSINESS MANAGEMENT**

#### **PTD BUSINESS MANAGEMENT**

13801 Ventura Boulevard | Sherman Oaks, CA 91423

818-793-5703 voice | 818-793-5725 fax

[alyssa@ptdllp.com](mailto:alyssa@ptdllp.com)

ARTIST'S failure to request or review such insurance certificates shall not affect ARTIST'S rights or Purchaser's obligations hereunder. The Purchaser warrants that he has complete and adequate public liability insurance.

## LeAnn Rimes Rider – 2022

BUYER shall indemnify, save, and hold harmless ARTIST and ARTIST'S present and future officers, principles, representatives, affiliates, licensees, agents, employees, musicians, crew, attorney, accountants, successors and substitutes, from and against any and all legal claims, demands, debts, liens, damages, liabilities, costs, expenses (including attorneys', paralegals' and accountants' fees and costs and court costs, whether or not litigation is commenced) and judgments arising out of or in connection with any breach or alleged breach by BUYER of any implied or actual representation, warranty or agreement made by BUYER herein, any claim by a third party with respect to BUYER'S obligations pursuant to any agreement(s) directly or indirectly related to the concert event(s) (including, without limitation, the concert performance(s) hereunder) and/or the advertising and promotion thereof, or any bodily injury, death, or loss of or damage to property in any way related to the concert event(s) (including, without limitation, the concert performance(s) hereunder) or any authorized or unauthorized acts(s) or omission(s) of BUYER or BUYER'S employees, agents or independent contractors retained by BUYER, including the facility and the site of the concert event(s). Without limiting the generality of the foregoing, BUYER is responsible for the security and safety of each concert, the facility and site and it's immediate vicinity, including the security and safety of ARTIST, ARTIST'S musicians and crew, ARTIST'S entourage, audience members, the facility and site personnel and any invitees or attendees.

### 17. AGREEMENTS

This Agreement, **LeAnn Rimes'** Production Rider and the aforesaid Contract constitute the entire agreement between parties hereto and may not be changed. Agreement shall be construed in accordance with the laws of the State of Tennessee. Nothing in this agreement shall require the commission of any act contrary to law or PERFORMANCES hereunder or any element thereof, and wherever or whenever there is a conflict between any provision of this Agreement, and any such law, rule or regulation, then that law, rule or regulation prevails, and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflicts. If any provision of this Agreement shall be prohibited by law, or by court decree, or by impossibility of PERFORMANCE, that provision shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of the Agreement. The captions in this Agreement are inserted for convenience of reference only, are not part of this Agreement, and in no way define, describe, or limit the scope or intent of this Agreement. This Agreement is void at ARTISTS sole option, unless executed by BUYER and returned to ARTIST within three (3) weeks of issuance.

### 18. CONFIDENTIALITY

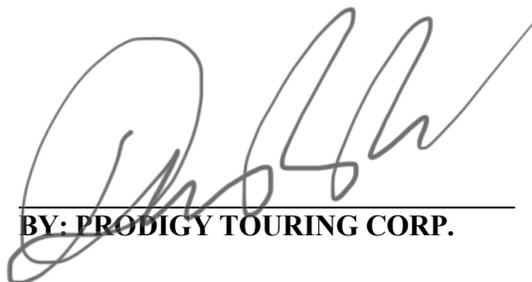
Financial terms and conditions of this contract have been agreed upon based on exact capacity, ticket price and gross potentials as stated on the face of this contract. Such financial terms and conditions are considered privileged and confidential and public and/or media disclosure is strictly prohibited. BUYER shall not report box office receipts, ticket sales, or otherwise disclose any information with regard to this engagement without the express written consent of management.

**BUYER**  
**ACCEPTED AND AGREED:**

**ARTIST**  
**ACCEPTED AND AGREED:**



BY: CHARLES MCCLENDON, CITY MANAGER  
CITY OF CATHEDRAL CITY



BY: PRODIGY TOURING CORP.

# LeAnn Rimes Rider – 2022

## 19. PRODUCTION NOTES

\*\*\*UNLESS A FLY DATE\*\*\* OR ADVANCED AS SO- ARTIST supplies own:

- Audio except for racks, stacks & motors
- Risers and flooring

### **A. Transportation/ Parking**

One (1) 53 foot trailer w/ tractor.

Two (2) 45 foot tour busses – each w/ 220 volt, 50 amp single phase service.

### **B. Dressing Rooms**

Three (3) clean, well-lit lockable dressing rooms are needed. One for LEANN RIMES, one for her band members and one for crew members. Please have couches/seating. They should have restrooms and shower facilities (full length mirror, hot water, soap, and 24 bath towels should be made available in total). Dressing room should be heated or air-conditioned to maintain a temperature between 65 and 75 degrees with a window that opens, if possible. 110v electrical power is needed for tuning. ARTIST will not be required to share this room with any other performer or crew. For dressing room catering requirements, see Catering Rider.

It is understood that some venues will not have these facilities. Please advise ARTIST'S Production Manager upon advancement.

### **C. Production Office**

Clear work area for four (4) people to set up computers and work stations. Three (3) phone lines requested. One for fax. Cost of phone lines are to be approved by the Tour Manager, during the advance.

## 20. STAGE REQUIREMENTS

### Dimensions

A. \*\*\*\*\*SUBJECT to flexibility PER ADVANCE\*\*\*\*\* 60' wide x 48' deep x 5' high provided by PURCHASER. The stage must be capable of supporting 250 pounds per square foot. The surface must be smooth and free of holes and protrusions and skirted in black material. At least twelve (12) feet of clearance must be left on all sides of the stage to clear height of twenty (20) feet. If this requires moving hockey dashers or other obstacles to conform to fire law requirements, then it must be done prior to stage call. All glass must be removed from dashers as well. The stage must be placed a minimum of eight (8) feet off the back wall, six (6) feet at corners and clear to steel overhead.

### **B. Sound Wings**

16' wide x 16' deep @ stage height both stage left and right. Sound wings should not be connected to the main stage.

### **C. Follow Spots**

PURCHASER is to provide four (2) SUPER TROUPER (ZENON) follow spots in perfect working order. Each arm clamp is to be equipped with color boom for six (6) color frames, a working iris, adjustable objective lens. Follow spots must come with an excess of four (4) trims per lamp. Colors for super troupers will be supplied by the show.

### **D. Rigging – PLEASE CONTACT MERCADO TECHNOLOGICAL SOLUTIONS**

Please notify PRODUCER Production Manager immediately if there will be any problem whatsoever with flying equipment in your building. All riggers must have drop lines, belts and other necessary equipment. Also, the venue should provide a rigging diagram as soon as possible via/fax.

## LeAnn Rimes Rider – 2022

### E. House Lights

Should the house lights be controlled from a separate booth, the operator must be on the communication circuit at least fifteen (15) minutes before show time and continuously during the show. At no time should the house lights come up during ARTIST performance, unless authorized by PRODUCER Lighting Director or Production Manager.

### F. Cover – PLEASE CONTACT MERCADO TECHNOLOGICAL SOLUTIONS

For stage, house mix area, monitor mix area stage left and dimmer area stage right are required on ALL OUTDOOR SHOWS.

### G. Outdoor Show Only

- One (1) 60' x 48' x 5' stage fully covered including (sides and rear with 73% wing screen and fully deck around all towers).
- Two (2) 30' x 30' x 5' sound wings (with a minimum of 20' x 20' cover tents are o.k. area on each wing) **WITH TOE RAILS ON BACK/SIDE EDGES.**
- Two (2) Stair units with hand rails (and lighted).
- One (1) 60' x 48' load bearing roof with a **30,000 lbs minimum capacity** with 60' clear span between upright towers.
- One (1) 24' x 36' x 42" high loading dock (placement determined by production manager).
- One (1) 24' wide x 16' deep x 1' h (riser at house for sound)
- One (1) 12' wide x 8' deep x 2' h (riser at house for lights)  
**-- OR--**
- One (1) House Mix Riser 24' wide x 20' deep x 1' h Mix position for touring sound & lighting console only and must be fully covered. – PLEASE CONTACT MERCADO TECHNOLOGICAL SOLUTIONS
- Two (2) Golf carts for production and tour manager

All staging must be capable of supporting 250 lbs per square foot. The surface must be smooth and free of holes and protrusions and must be skirted in black. ~~ALSO, STAGING, WINGS AND DOCK TO HAVE TOE RAIL AND OR HAND RAIL AND TWENTY (20) SHEETS OF 1/2" PLYWOOD TO BE PLACED DAY OF SHOW ON GROUND FOR STORAGE OF CASES AND OR WALK WAYS TO STAGE.~~

### H. Power

LIGHTS: One (1) 400 amp 3 phase service 5 wire. Power must be located within seventy-five (75') feet of stage right. Lugs should be sufficient size to accommodate 2 runs of 4/0 bare ends without removal of any copper.

SOUND: One (1) 200 amp 3 phase service 5 wire. Separate transformer service and earth ground. Power to be located within seventy five (75') feet of upstage left. Lugs same as above.

VOLTAGE: Shall vary no more than five percent (5%) from voltage with no current drain when full current is drawn.

DISCONNECT LOCATION: Adequate fusing, spare fuses; disconnect switch and terminals suitable for attachment to 4/0 cables with lugs will be required at this source.

All power hookups have to be 120-208 volts, 3 phase "Y" with neutral and ground.

GENERATOR POWER: If generator power is needed, we will need two (2) 150 KW and one (1) service technician with Generator Company to be on show site until load out is done.

# LeAnn Rimes Rider – 2022

## I. Set-up Time

Buyer will ensure that the sound system is SET-UP and OPERABLE upon ARTIST Load in and a minimum of six (6) hours prior to the start of the sound check. It is also understood and agreed that ARTIST may check sound during said period of six (6) hours prior to start of the PERFORMANCE at a time solely determined by ARTIST and will maintain the system in working order throughout the PERFORMANCE. Artist SET-UP time does not include the sound and lighting reinforcement set-up time. Sound and lights should be up and running upon ARTIST'S crews arrival for load-in.

## J. System Control

ARTIST'S Representative will, at all times, have control over the sound mixing & house volume.

## 21. LOCAL LABOR \*\*\*\*\*PER ADVANCE\*\*\*\*\*

Buyer will provide, at his sole cost and expense, the following labor:

Labor Call	Load-In	Show	Load-Out
Loaders	4	-	4
Forklift operator	1	-	1
Stagehands	8	4 (deck)	12
Electrician	1	1 (house lights)	1
Runner (1 in van)	2	2	2
Spot Operators	2	2	2
Riggers	-	-	-
Steward	1	1	1

- A. **Loaders-** If loaders overlap as stagehands, a total of four is required.
- B. **Stagehands-** There should be no overlap between duties of stagehands, security, and ushers. Maintaining a consistent crew is critical in that a smoother load-in and load-out is possible.
- C. **Electrician-** Unless electrician is a separate labor call (building staff, contract electrician, required union electrician), this position can be filled and included as one of the stagehands.
- D. ~~Spot Operators~~ Requires four (4) experienced personnel.

\*\*\*\*Runners- TWO (2) runners of legal age to operate one (1) 15-passenger van (at our disposal all day long) and one (1) SUV type vehicle (at our disposal all day long). Runner's vehicle should be in good working order. The runner should have no overlapping duties. The runner must be able to handle money and be responsible for the money handled.

## 22. SECURITY

### A. From the beginning of the load in to the end of the load out

- a. One (1) security person at each load in door, back door, stage, or venue access. If trucks and busses are separated or out of view 1 security person must be assigned to trucks and band/crew busses.
- b. One (1) person specifically assigned to LeAnn Rimes bus from arrival at venue to departure at end of night.
- c. Request no armed officers.

### B. 1:00pm

- a. All passes must be worn visibly from 1:00pm forward. No exceptions.
- b. Only LeAnn Rimes personnel will be allowed in the venue during sound check while LeAnn is onstage.

## LeAnn Rimes Rider – 2022

### C. 4:00 pm

- a. Request Main Supervisor for event to be at venue.
- b. One (1) person for LeAnn Rimes Band dressing room. The same person will stay until all band members leave the venue.
- c. Security meeting between local security supervisor, venue manager, and tour manager.

### D. 60 Minutes prior to doors opening

- a. Personnel provided for adequate bag check and door search. Males will search males, females will search females. No cameras (with professional lenses) of any kind are allowed, no weapons, no bottles/cans, no video cameras, and no recording devices. Suspicious items will be confiscated. Posted signage is required in all public venue entryways.
- b. Two (4) persons required at front of stage, one at each end of stage securing wings; inside 6' **barricade when applicable.**
- c. One (1) person at each access point to the backstage area checking passes
- d. One (1) person at any access point that is applicable
- e. One (1) person for stage access stairs if applicable
- f. A minimum of One (1) Emergency Medical Technician

### E. After Show

- a. One (1) person to stay until all equipment is loaded and crew has left the venue.

### F. Overnight

- a. If ARTIST is doing two (2) or more PERFORMANCES in one (1) location, or if an early load-in situation requires ARTIST and band to leave equipment at venue overnight, BUYER to provide an additional security person from the official time of the work ends until the official time the work begins the following day ARTIST'S Representative will provide specific times.

### G. Instruments

- a. BUYER will be liable for any damage to and/or theft of, ARTIST and ARTIST'S band's/crew's personal instruments and property that is directly attributable to negligence on the part of BUYER and/or BUYER'S Representative should damage and/or theft occur during the said period from load-in until load-out is completed after ARTIST PERFORMANCE.

### H. Vehicles

- a. BUYER WILL BE liable for any damage to and/or theft of and/or from ARTIST'S buses or trucks that is directly attributable to negligence on the part of the BUYER and/or BUYER'S Representative should such damage and/or theft occur while said buses or trucks are at the PERFORMANCE premises during said period from load-in until load-out is completed after ARTIST'S PERFORMANCE.

# LeAnn Rimes Rider – 2022

## LeAnn Rimes Catering / Hospitality Rider

### 23. CATERING

All Day Beverages for fifteen (15) people + local production crew and staff. Assorted Sodas, Bottled Water (NO PLASTIC), Coffee, Hot Tea (Beverages should be based on consumption and refreshed as needed.)

If local or union crews are to be fed during the day, amounts must be suitably increased to accommodate them. Otherwise a separate set up of coffee and donuts, water and fruit juices to be supplied in the load in or local crew area.

#### **LUNCH: BUYOUT AT \$1,000**

Typically **12:00 p.m.** for approximately fifteen (10) people. *No Styrofoam plates or cups, please!*

#### Menu Suggestions:

**\*\*\*\*\*MENUS SENT OUT DURING ADVANCE\*\*\*\*\***

Whichever menu is chosen, the following is **ALWAYS** to be included:

- Fresh Green Salad, of at least 4 vegetables.
- Cheese tray, 3 kinds of cheese (not processed).
- Lettuce, sliced tomatoes and onions
- Selection of homemade salad dressings.
- Chicken salad, tuna salad for (6) persons.
- Fresh fruit or fruit salad (not canned)
- Cookies or other dessert
- Drinks:
- 1 Gal. Milk
- Two (2) cases of .5 liter bottle Fiji Water
- 2 Six packs Coke (12 oz. cans)

*Continued soft drink, coffee and hot water tea service as above.*

#### **DINNER: BUYOUT AT \$1,500 WITH LOCAL MENU**

**Dinner Menus will be sent out during advance**

Typically at **5:00 p.m.** for approximately fifteen (15) people.

Production Manager will determine the dinner menu with Purchaser's Representative in advance. Dinner will consist of at least three (3) main entrees, one (1) meat, one (1) fish (grilled or roasted — not fried) and one (1) vegetarian entrée. Production Manager will advise on number of additional vegetarian meals.

In addition to above, entrees dinner will **ALWAYS** include:

- Two (2) hot fresh steamed vegetables not in sauce or butter
- Fresh salad of at least four (4) vegetables with assorted dressings on the side
- Fresh fruit salad

## LeAnn Rimes Rider – 2022

- ~~Potatoes or brown rice~~
- ~~Bread (White, Whole Wheat, or Dinner Rolls)~~
- ~~Two (2) kinds of dessert (freshly made)~~
- ~~Utensils & Dinnerware (Not plastic or Paper)~~

### 24. HOSPITALITY

#### **A. Stage Left for Sound Check**

- One (24 bottles) case of GLASS Bottle Water Aquapana, Evian, VOSS etc)
- Ten (10) hand size towels

#### **B. Band Dressing Room** *(Half hour prior to sound check)*

- One Charcuterie board for 6 (Not prepackaged please)
- Two (2) bags of tortilla chips w/ Salsa
- Fresh Fruit – (Apples, Bananas, Blueberries)
- 3 Bags Oberto All Natural Beef Jerkey
- ½ Pound Dark Chocolate covered Almonds
- 12 GLASS Bottle Water FIJI Aquapana, Evian, VOSS etc)
- 2 20 OZ Bottles of Gatoraide (Lemon Lime or Fruit Punch)
- 6 Pack la croix or waterloo, not picky about flavors
- 6 pack of Pepsi
- 6 pack of Local IPA
- ~~6 pack of Corona Light~~
- ~~1 750ml bottle Makers Mark~~
- ~~1 750ml bottle Titos Vodka~~

#### **C. LeAnn Rimes Dressing Room** *(Half hour prior to sound check)*

LeAnn Rimes Dressing Room (By 1:00PM)

1 (ONE) wooden rocking chair (Any style any color)

1 Full length mirror

One (1) Professional Grade Clothing Steamer

Organic kiefer

good culture cottage cheese (low fat)

organic salami & turkey slices

1 vanilla cocoyo

organic blackberries & raspberries

organic pecan halves

## LeAnn Rimes Rider – 2022

orange & watermelon celcius

honest iced tea - unsweetened

- Organic Honey
  - organic mara natha smooth peanut butter
- Organic Fruit – (Honey Crisp apples, Pears, Bananas, Blueberries, Raspberries, and Peaches)
- Organic Tea, Chamomile, Green and Rooibos
- Unsweetened flax milk with protein (if they don't have it then Almond pls)
- 1 6pk. Corona Lite w/ Limes
- Miltons Gluten Free Baked Crackers Sea Salt
- Fresh brewed coffee
- Three (3) whole lemons w/knife and cutting board
- GLASS Bottle Water Aquapana, Evian, VOSS etc)
- 1 bottle Don Julio 1942 Tequila or Don Julio Anejo
- Mucinex DM
- Excedrin Extra Strength
- Gaviscon
- 6 white cloths

### D. After Show: BUYOUT AT \$250 WITH LOCAL MENUS

- Tour Manager will determine Day of Show.
- Local take menus should be available to make choices.
- Any Local fare that has been on a *Diner, Drive-Ins & Dives* type of show (interesting food from the area is necessary)

### E. LeAnn Rimes Bus:

- 25 lbs of Ice
- 1 case of .5 liter bottle Fiji Water

### F. Band & Crew Bus:

- 20 lbs of Ice
- 1 bag of Lays chips
- 1 bag of tortilla chips w/ salsa

## LeAnn Rimes Rider – 2022

- ~~2 GLASS Bottle Water (Aquapana, Evian, VOSS etc)~~
- ~~1 case Dr. Pepper~~
- ~~1 6 pack of Corona Light~~
- ~~1 6 pack of IPA~~
- ~~1 750ml bottle Makers Mark Bourbon~~
- ~~1 package of Travel Coffee Cups~~
- ~~1 package of Red Solo Cups~~

### **25. Audio Requirements for a FLY DATE**

BUYER understands and agrees that to maintain the high standards of ARTIST'S sound reproductions, it is necessary that "state of the art" equipment be used for every LEANN RIMES performance. BUYER will provide said "state of the art" equipment for PERFORMANCE. BUYER may obtain a list of acceptable sound contractors and acceptable equipment from ARTIST'S Production Mgr, Shamus Bacon.

#### **A. House Sound System**

House mixing console - minimum of fifty-two (52) channels. Preferred consoles are:

- a. AVID S6L
- b. YAMAHA PM RIVAGE
- c. CL5
- d. PROFILE/SC48

*No other consoles are acceptable* \*\*\*NO M32/X32 ETC unless approved in writing by ARTIST'S Production Manager

House sound system should be set up in stereo with Stereo one-third (1/3) octave BSS or KT equalizer. If near-fill speakers are needed for down stage/balcony, rear or side coverage, additional equalizers and delays & rigging etc. should be supplied for each system. All seated areas must be properly covered.

Flown Line array preferred: L'Acoustics, Vertec, V-Dosc, Meyer K1, K2, D&B, Nexo, etc. NO PROPRIETARY SYSTEMS. **NO DAS NO RCF**

**Speaker system should be flown and Subs ground-stacked whenever possible.** Near-fill speakers should not obstruct site-lines and be placed in low profile positions.

Front of house mix position should be located on center with the performance stage at a distance no closer than fifty feet (50') and no further than one-hundred feet (100'). When a center location is not possible, it is critical that the position is located no further than twenty feet (20') off center in either direction. There must be no physical obstructions between the stage and the console. In theaters, house mix position should not be located in or under any balconies.

ARTIST'S Production Manager will determine the placement of the house speaker system. BUYER understands and agrees that *speaker stacks which are located behind the microphone line are not acceptable*. Please discuss any seating kill problems with ARTIST'S Production Manager.

Intercom: Communications system between house mix position and monitor mix position must be provided. Intercom must be separate from lighting communications.

## LeAnn Rimes Rider – 2022

System Set-Up Time: BUYER will ensure that the sound system is SET UP AND OPERABLE a minimum of six (6) hours prior to the start of the PERFORMANCE. It is also understood and agreed that ARTIST may check sound during said period of six (6) hours prior to start of the PERFORMANCE at a time solely determined by ARTIST.

Sound Companies: Sound systems should be provided by professional sound contractors only. No hobbyists, opening act or music store systems are acceptable.

System Technician: BUYER will provide a technician familiar with the sound system for both the house and monitor systems from load-in until end of the PERFORMANCE. This technician will have the sound system in working order by ARTIST'S designated load-in time and will maintain the system in working order throughout the PERFORMANCE.

System Control: ARTIST'S representative will, at all times, have complete control over the sound mixing and house volume and will have the right to add special effects to each particular system.

### **B. Monitor Audio System**

Monitor mixing console. *Consoles in order of preference.*

- a. AVID S6L
- b. Yamaha PM RIVAGE
- c. CL5
- d. PROFILE/SC48

Ear Monitors: (8) Transmitters and (8) Beltpacks. *In order of preference.*

- a. SHURE PSM 900 (New Model) or 1000
- b. STENN G-2s or G-3s

**\*\*\*BACKLINE LIST FOR FLY DATE PROVIDED UPON REQUEST\*\*\***

## LEANN RIMES BACKLINE 2022

DRUMS: 1 8x8x2 Skirted drum riser

### **Taku Hirano Percussion Rider:**

#### **1 DW Drum Throne**

- 1 Meinl Percussion quinto (11") or conga (11-3/4") \*LP if Meinl not available
- 1 Meinl Percussion tumbadora (12-1/2") \*LP if Meinl not available
- 1 Meinl Percussion djembe \*LP if Meinl not available
- 1 conga basket stand (used for djembe; upright play so djembe matches height with congas on floor)
- 1 Meinl Percussion wind chimes \*LP if Meinl not available
- 2 Meinl Percussion accessory percussion tables (small/medium size) \*LP if Meinl not available
- 1 DW snare drum (6-1/2" × 14" preferred; 5" × 14" ok)/1 DW snare drum stand
- Zildjian 20" Crash-Ride cymbal
- Zildjian 18" K Dark cymbal
- Zildjian 16" A-Custom cymbal
- 5 DW double-braced boom cymbal stands
- 2 multi-clamps

Also- We will need a D.I., four 1/4" cables for the Octapad, aux pad and pedals, and one 1/4" cable for the pickup-cajon.

#### **ADDITIONAL ITEMS:**

Drum rug (8' x 8' or similar dimensions)  
Tuning keys, extra felts

**BASS:**

1 Aguilar 4x10 cabinets (1 SPARE)  
1 Aguilar 751 Head

**GUITAR:**

1 Vox AC/30  
1 Fender Deluxe or Deville or Blues Jr or Pro Jr or Deluxe Reverb  
Spare AC/30

**KEY 1 NORD STAGE with 1 X stand, sustain pedal AND**

**\*\*\*BENCH/STOOL**

**(\*\*\*PIANO SHELL IF POSSIBLE\*\*\*)**

Spare patch cables/ a/c cables...

6 Slot guitar Stand/Boat Guitar Boat (preferred)

4 Bar stools (padded)

4 Fans

**2023 Withholding Exemption Certificate****590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

**Withholding Agent Information**Name  
City of Sacramento**Payee Information**Name  
Prodigy Touring Corporation  
Address (apt. Isle., room, PO box, or PMB no.)  
PO Box 260860  
City (If you have a foreign address, see instructions.)  
Encino  
 SSN or ITIN  FEIN  CA Corp no.  CA SOS tile no.  
75-2853062  
State ZIP code  
CA 91426**Exemption Reason****Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

**D Individuals - Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**D Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

**D Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&amp;TC) Section 23701 \_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

**D Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**D California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

**D Estates - Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

**D Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.Our privacy notice can be found in annual tax booklets or online. Go to [ftb.ca.gov/privacy](http://ftb.ca.gov/privacy) to learn about our privacy policy statement, or go to [ftb.ca.gov/forms](http://ftb.ca.gov/forms) and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Margaret LeAnn Rimes Cibrian, Owner Telephone (818) 793-5703

LeAnn Rimes

gt: y5@ndyLeAnnRimes

DN: cn=LeAnnRimesCibrian.o.u,  
email=jyssa@ptdip.com,cn=US

Payee's signature ► Cibrian Date 07/17/2023

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

<sup>a</sup> Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Prodigy Touring Corporation</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input checked="" type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <sup>a</sup> _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) <sup>a</sup></p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>13801 Ventura Blvd</b></p> <p><b>6</b> City, state, and ZIP code <b>Sherman Oaks, CA 91423</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
7	5	-	2	8	5	3	0	6	2

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p>Signature of U.S. person <sup>a</sup> </p>	<p>Date <sup>a</sup> <b>4/27/2022</b></p>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*