

Tallymoore, LLC CONTRACT RIDER
Additional Terms and Conditions:

Set Up and Load Out: For bars, nightclubs, theatres and concert events: Purchaser will provide Tallymoore with reasonable access to the venue at least 45 minutes before the performance to load in, set up, and conduct sound checks as may be necessary, and shall provide appropriate lighting, egress, and sufficient time (not less than 30 minutes) in order to permit an orderly load out after the performance. If Tallymoore is providing the sound system for the event, an additional 30 minutes will be required prior to and after the performance. For festivals and multi-act events: Purchaser will provide Tallymoore at least 25 minutes for set-up and system sound check prior to the performance, and at least 15 minutes for a load out following completion of the performance. For all venues and events: Purchaser will provide secure on-site parking for Tallymoore and its personnel, which shall consist of a minimum of three (3) designated parking spaces located in the venue parking lot, and in reasonable proximity to the stage. Alternatively, Purchaser shall arrange for timely transport of Tallymoore personnel and their equipment from their hotel to the performance venue.

Staging/Equipment: The Purchaser will provide safe working conditions and ensure all equipment is in good working order. The Purchaser will comply with all statutory/regulatory requirements, ordinances or codes. Purchaser shall provide adequate staging with protection from sun and bad weather. Purchaser will obtain all permits, consents and licenses necessary for live performance. Unless otherwise agreed, Purchaser will provide a professional-quality sound system and experienced engineers/operators, with equipment sufficient to comply with the terms of Tallymoore's stage plot and technical specifications.

Power supply: The Purchaser will provide safe and adequate power supplies operated by competent persons in accordance with all statutory/regulatory requirements, ordinances or codes. Stage power shall be provided consistent with Tallymoore's stage plot and technical specifications. If any of Tallymoore's instruments or equipment is damaged by malfunction or improper operation of the power supply, the Purchaser will reimburse any cost incurred to repair or replace the instruments or equipment.

Merchandise: Tallymoore will have the right to display and sell merchandise before, during, and 30 minutes after all performances, from a mutually-agreed position in the venue. The term "merchandise" shall include, without limitation, CD recordings, clothing, photos, posters, and Tallymoore-branded materials.

Delay, Interruptions & Finish: If a performance is delayed, interrupted or finishes early as a consequence of any act or omission of Purchaser or due to weather conditions, or other reasons outside of the control of Tallymoore, then Purchaser will remain obligated to make the full contract fee to Tallymoore. Tallymoore is not obliged to perform beyond the specified finishing time unless agreed to by both parties.

Artistic Control: Tallymoore will have exclusive control of the artistic content of the performance and the personnel who may be performing in Tallymoore for the contracted performance(s) hereunder. Tallymoore may, in its sole discretion, substitute a competent replacement for any member of the Tallymoore band who is unable to perform at the engagement, or elect not to do so.

Indemnity: The Purchaser indemnifies Tallymoore LLC and its associated personnel against all claims by Purchaser and Purchaser's employees, agents, contractors, patrons, licensees or any other person who, as a result of the performance/s or cancellation of performance/s, suffers any loss or damage.

Dispute Resolution: The parties agree that the courts of the State of Wisconsin have exclusive jurisdiction to determine disputes in relation to this Agreement. No party will institute legal proceedings unless reasonable steps are first taken to settle any dispute by negotiation. Each party is liable for its own costs in the event of a dispute, except that where Tallymoore is successful in pursuing or defending a dispute then the Purchaser will pay Tallymoore's costs on an indemnity basis. The validity, construction and performance of this Rider and the contract to which it is appended will be governed by the laws of the State of Wisconsin.

Video and Audio Taping: For concert or theatre venue engagements: Purchaser shall not, and shall exercise all reasonable efforts not permit any person in attendance at the performance to record, broadcast or digitally stream, in any manner whatsoever, Tallymoore's performance without express written consent from Tallymoore. Tallymoore and/or its designees shall have the right to record the performance and to use the recordings as Tallymoore sees fit. Purchaser shall have no interest or rights of any kind in or to any such recordings of Tallymoore's performance during the contracted engagement.

Notices: All notices to be effective will be in writing and sent to the addresses noted for Purchaser and Tallymoore in the Contract.

Accommodation/Food and Drink Agreement: Purchaser will provide overnight accommodation and food/drink, as follows (Check if applicable):

_____ Purchaser will provide overnight accommodation in the amount of _____ (number) rooms for _____ night/s.

_____ Purchaser will provide _____ (number) meals/meal tickets or vouchers per person per day.

_____ Purchaser will provide _____ (number) drinks/ drink tickets or vouchers per person, per day.

Band Support Personnel/Guest Tickets/Admission: Purchaser will make available to Tallymoore _____ (number) complimentary tickets to performance/event to be used at Tallymoore's discretion.

Contract/Rider: In instances where the terms of the principal Contract and this Rider conflict, the provisions of this Rider shall control.