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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES, WEST DISTRICT, SANTA MONICA**  
11 **COURTHOUSE**

12 VFLA EVENTCO, LLC, a Delaware limited  
13 liability company,

14 Plaintiff,

15 v.

16 WILLIAM MORRIS ENDEAVOR  
17 ENTERTAINMENT, LLC, a Delaware  
Limited Liability Company;  
18 STARRY US TOURING INC., a Delaware  
19 corporation;  
20 KALI UCHIS TOURING INC., a California  
corporation;  
21 BIG GRRRL BIG TOURING, INC., a  
Delaware corporation; and  
22 DOES 1-20, inclusive,

23 Defendants.  
24

Case No.:

COMPLAINT FOR:

1. CONVERSION;
2. MONEY HAD AND RECEIVED;
3. VIOLATION OF CAL. BUS. & PROF.  
CODE § 17200;
4. DECLARATORY RELIEF;
5. BREACH OF CONTRACT; AND
6. BREACH OF IMPLIED COVENANT  
OF GOOD FAITH AND FAIR DEALING

1 Plaintiff VFLA Eventco, LLC (“VFLA”) hereby alleges against defendants William  
2 Morris Endeavor Entertainment, LLC (“WME”), Starry US Touring Inc., Kali Uchis Touring  
3 Inc., and Big Grrrl Big Touring, Inc. as follows:

4 **NATURE OF THE ACTION**

5 1. From Lollapalooza to the Electric Daisy Carnival, music festivals have for  
6 decades been a place where tens, if not hundreds, of thousands of people gather to listen to  
7 music, enjoy food and art, dance, and party for days with friends and strangers alike. California  
8 annually hosted a number of these festivals, including Coachella and Stagecoach. And in June  
9 2020, there was going to be a new festival – Virgin Fest Los Angeles.

10 2. Virgin Fest Los Angeles was scheduled to take place on June 6-7, 2020, across  
11 multiple stages throughout Exposition Park, including at the 22,000 seat Banc of California  
12 Stadium, offering “a diverse lineup of talent, cutting edge technology and an unwavering  
13 commitment to sustainability.” When the festival was announced in December 2019, Mayor  
14 Eric Garcetti enthusiastically welcomed it to Los Angeles, stating:

15  
16 Los Angeles is a global hub where sustainability and inclusion  
17 intersect to create life-changing opportunities for Angelenos and  
18 visitors from around the world. When Virgin Fest arrives in Los  
19 Angeles next year, we will show the world once again what sets  
20 our city apart – our willingness to disrupt the status quo, our  
21 determination to reduce our carbon footprint, and our focus on  
22 tackling the climate crisis with our trademark creativity and our  
23 unmatched spirit of innovation.

24 3. After securing the facilities for the June 6 and 7 dates, VFLA Eventco, LLC  
25 (“VFLA”) entered into agreements with various artists or their furnishing companies in order to  
26 secure those artists’ performance on specific dates and at specific times and locations. As  
27 required under the performance agreements, VFLA prepaid to the artists’ agents millions of  
28 dollars in deposits that were to be held in trust by those agents pending full compliance with the  
terms and conditions of the agreements by the artists. The deposits were subject to repayment  
based on a number of provisions in the agreements, including the force majeure provision.

1           4.       On March 11, 2020, less than three months after Mayor Garcetti welcomed Virgin  
2 Fest to Los Angeles, the Novel Coronavirus Disease, COVID-19 was declared a pandemic by the  
3 World Health Organization, and two days later, on March 13, 2020, a national emergency was  
4 declared in the United States. COVID-19 was a new deadly and highly infectious disease that, as  
5 medical experts warned, could be spread between people in close proximity with one another  
6 when an infected person coughed or sneezed, or when a person touched a surface or object that  
7 had the virus on it and then touched their own mouth, nose, or eyes.

8           5.       In an attempt to address the unprecedented health crisis resulting from COVID-  
9 19, the State of California and both the County and City of Los Angeles enacted a series of laws,  
10 orders, and restrictions that were designed to limit the spread of the disease. Those emergency  
11 orders shut down non-essential businesses, required citizens to stay at home, implemented social  
12 distancing rules, prohibited all indoor and outdoor public and private gatherings and events  
13 among persons not in the same household, and required the closure of movie theaters, drive-in  
14 theaters, live performance theaters, concert halls, arenas, and stadiums.

15           6.       The breadth of the governmental emergency orders and mandates was sweeping.  
16 On April 15, 2020, press reports quoted Mayor Garcetti as stating that “large gatherings such as  
17 concerts and sporting events may not be approved in the city for at least 1 year.” California  
18 Governor Gavin Newsom similarly stated that “events that draw hundreds or thousands of  
19 strangers will be off limits for the near future, based on current guidelines” and that “the prospect  
20 of mass gatherings is negligible at best until we get to herd immunity and we get to a vaccine.”

21           7.       The worldwide impact and effect of COVID-19 has been truly staggering. In the  
22 United States alone, over 3.4 million Americans have become infected with the virus, over  
23 138,000 Americans have died, over 40 million Americans became unemployed, and the United  
24 States economy has experienced an unprecedented fall in its gross domestic product.

25           8.       An additional victim of COVID-19 was the Virgin Fest music festival. On May  
26 8, 2020, William Chun, Deputy Mayor for the City of Los Angeles, sent a letter on Mayor  
27 Garcetti’s letterhead to Virgin Fest, stating:  
28

1 These are unprecedented times we are facing. In March, Mayor  
2 Garcetti issued a Safer at Home emergency order, calling on  
3 residents of the City of Los Angeles to stay in their residences and  
4 limit all activities outside of their homes beyond what is  
5 considered essential tasks. While the Current Safer at Home order  
6 extends to May 15, we will be extending that date to a future date  
7 to be determined.

8 While we are excited to welcome Virgin Fest to Los Angeles, due  
9 to the Safer at Home order your event will not be allowed as  
10 originally planned on June 6 to 7. We do hope to continue the long  
11 lasting relationship with Virgin Fest and look forward to your  
12 event next year.

13 9. Consequently, on May 9, 2020, Virgin Fest Los Angeles issued the following  
14 statement:

15 We are disappointed we cannot soon share our vision for the  
16 Festival of Tomorrow, today. The safety of our community, well-  
17 being of all and the healing of our planet are our underlying focus.  
18 So, as a result of the governmental restrictions and mandates  
19 resulting from the COVID-19 pandemic, VIRGIN FEST in Los  
20 Angeles is prevented from proceeding as scheduled next month.

21 However, LA, we look forward to reuniting, reconnecting and  
22 celebrating as a more inclusive and united community during the  
23 Summer of 2021, still at the Banc of California Stadium and  
24 Exposition Park.

25 If you are holding a ticket for 2020, you have the option for an  
26 immediate full refund, or you may hold onto your ticket and  
27 receive additional upgrades for VIRGIN FEST next year. Expect  
28 an email shortly with instructions on how to move forward.

9. The various COVID-19 orders, mandates, and restrictions issued by the State of  
California, the County of Los Angeles, and the City of Los Angeles, not only precluded VFLA  
from proceeding with the music festival as scheduled, but also precluded the ability of artists to  
publicly perform at that festival as contemplated by their performance agreements. As a result of  
the emergency orders and restrictions, it was not only unlawful for the Virgin Fest music festival



1 to proceed on June 6-7, 2020, but it was unlawful for the various artists to perform at the times  
2 and places set forth in their respective performance agreements with VFLA.

3 11. After the government prevented the festival from proceeding, VFLA invoked the  
4 force majeure provision of the artist performance agreements and demanded the return in full of  
5 the prepaid deposits made in connection with those agreements. All of the artist agencies – with  
6 the exception of William Morris Endeavor Entertainment (“WME”) – have returned or agreed to  
7 return the full amount of those deposits. However, WME refused to return the deposits, and  
8 insisted that the artists it represents are entitled to keep the deposits – even if the COVID-19  
9 pandemic constituted a force majeure event, even if the governmental orders prevented the  
10 festival from proceeding, and even if those orders likewise made it unlawful for their artists to  
11 perform on the dates and at the times and places specified in their agreements with VFLA.

12 12. WME instead contended that it has no obligation to return the money because its  
13 artists remained “ready, willing, and able” to perform at Virgin Fest despite the fact that the  
14 artists had no such ability because the festival and the artist performances at the festival had been  
15 made unlawful by the government as part of its concerted effort to prevent further deadly spread  
16 of COVID-19. Therefore:

- 17 • As to WME, this action seeks damages and punitive damages for conversion, the  
18 return of the money that WME is unlawfully refusing to return, restitution and  
19 injunctive relief for violation of Bus. & Prof. Code § 17200, and a declaration of the  
20 respective rights and obligations of VFLA and WME, and
- 21 • As to the three Producer defendants (as defined below), this action seeks damages for  
22 breach of contract and breach of the implied covenant of good faith and fair dealing.

### 23 **PARTIES, JURISDICTION AND VENUE**

24 13. Plaintiff VFLA Eventco, LLC is a Delaware limited liability company authorized  
25 to conduct business in California. VFLA is a music festival company that operated and managed  
26 Virgin Fest Los Angeles, a multi-day, multi-venue music festival that had been scheduled for  
27 June 6-7, 2020, in Los Angeles.

1           14. Defendant William Morris Endeavor Entertainment, LLC is a Delaware limited  
2 liability company authorized to conduct business in California. WME is a talent agency that  
3 represented multiple artists in connection with their performances at Virgin Fest Los Angeles  
4 and was the escrow holder of the prepaid deposits paid by VFLA pursuant to the artist  
5 performance agreements.

6           15. Defendant Starry US Touring Inc. (“Producer 1”) is a Delaware corporation.  
7 Producer 1 is in the music touring business and is the furnishing company for Ellie Goulding  
8 (“Artist 1”).<sup>1</sup>

9           16. Defendant Kali Uchis Touring Inc. (“Producer 2”) is a California corporation with  
10 its principal place of business in New York. Producer 2 is in the music touring business and is  
11 the furnishing company for Kali Uchis (“Artist 2”).

12           17. Defendant Big Grrrl Big Touring, Inc. (“Producer 3”) is a Delaware corporation.  
13 Producer 3 is in the music touring business and is the furnishing company for Lizzo (“Artist 3”).

14           18. VFLA is informed and believes, and on that basis alleges, that Defendants Does 1  
15 through 20, are otherwise responsible for and proximately caused the harm and damages alleged  
16 in this Complaint. VFLA is unaware of the true names and capacities of the Defendants sued  
17 herein as Does 1 through 20, and for that reason, sues such Defendants by such fictitious names.  
18 VFLA will seek leave to amend the Complaint to name such Defendants after their identities  
19 have been ascertained.

20           19. VFLA is informed and believes and on that basis alleges that, at all times herein  
21 mentioned, each of the defendants sued herein was the agent and employee of each of the other  
22 defendants and was at all times acting within the purpose and scope of such agency and  
23 employment.

24           20. Pursuant to California Code of Civil Procedure § 395(a), venue is proper in this  
25 county because some or all of the defendants reside in Los Angeles County, the agreements at  
26

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27 <sup>1</sup> A “furnishing” company is common in the entertainment industry and is a corporation used by  
28 artists as the contracting party to “furnish” their services to companies and employers, typically  
because those corporations provide the artist with tax and retirement benefits.

1 issue in this action were to be performed in Los Angeles County, and/or a significant part of the  
2 acts complained of herein occurred in Los Angeles County.

3 **FACTS**

4 21. In December 2019, VFLA announced its inaugural music festival in Los Angeles.  
5 VFLA planned to feature over thirty music acts on multiple stages in Exposition Park and Banc  
6 of California Stadium, which would be combined with cutting edge technological experiences  
7 and a commitment to the planet.

8 22. VFLA then proceeded to make the necessary plans and arrangements to ensure  
9 the success of the festival, including entering into agreements for the use of the facilities and  
10 entering into artist performance agreements to secure the musical artists. Those artists were  
11 represented by the major talent agencies who negotiated the performance agreements on their  
12 behalf and on behalf of the artist's furnishing company.

13 23. WME represented multiple artists in connection with Virgin Fest Los Angeles,  
14 including Artist 1, Artist 2, and Artist 3. WME negotiated and drafted the performance  
15 agreements on behalf of its artists and held in its client trust account the deposit money paid by  
16 VFLA pursuant to the performance agreements.

17 24. On March 10, 2020, VFLA entered into an agreement with Producer 1 pursuant to  
18 which Producer 1 agreed to furnish the services of Artist 1 at Virgin Fest Los Angeles, which  
19 WME confirmed in an email of the same date. (A true and correct redacted copy of WME's  
20 March 10, 2020, email is attached hereto as Ex. A and is incorporated herein by reference.) On  
21 March 10, 2020, WME also sent a draft of the agreement to VFLA using WME's form contract,  
22 which contained, among other things, the material terms of the agreement ("Performance  
23 Agreement 1"). Pursuant to Performance Agreement 1, VFLA and Producer 1 agreed that Artist  
24 1 would perform on June 7, 2020 at 8:00 p.m. at Banc of California Stadium in Exposition Park  
25 in Los Angeles, California, during the Virgin Fest music festival. Although the parties had  
26 agreed on the material terms of Performance Agreement 1, they had not yet executed a final draft  
27 by the time that VFLA's deposit payment was due. Therefore, in reliance on the draft of  
28 Performance Agreement 1 that WME sent to VFLA, and in reliance on execution copies

1 ultimately being exchanged, VFLA performed its obligations under Performance Agreement 1.  
2 (A true and correct redacted copy of the draft of Performance Agreement 1 is attached hereto as  
3 Ex. B and is incorporated herein by reference.)

4 25. On February 18, 2020, VFLA entered into an agreement with Producer 2 pursuant  
5 to which Producer 2 agreed to furnish the services of Artist 2 at Virgin Fest Los Angeles, which  
6 WME confirmed in an email of the same date. (A true and correct redacted copy of WME's  
7 February 18, 2020, email is attached hereto as Ex. C and is incorporated herein by reference.)  
8 On March 6, 2020, WME also sent a draft of the agreement to VFLA using WME's form  
9 contract, which contained, among other things, the material terms of the agreement  
10 ("Performance Agreement 2"). Pursuant to Performance Agreement 2, VFLA and Producer 2  
11 agreed that Artist 2 would perform on June 7, 2020 at 6:15 p.m. at Banc of California Stadium in  
12 Exposition Park in Los Angeles, California, during the Virgin Fest music festival. Although the  
13 parties had agreed on the material terms of Performance Agreement 2, they had not yet executed  
14 a final draft by the time that VFLA's deposit payment was due. Therefore, in reliance on the  
15 draft of Performance Agreement 2 that WME sent to VFLA, and in reliance on execution copies  
16 ultimately being exchanged, VFLA performed its obligations under Performance Agreement 2.  
17 (A true and correct redacted copy of the draft of Performance Agreement 2 is attached hereto as  
18 Ex. D and is incorporated herein by reference.)

19 26. On February 6, 2020, VFLA entered into an agreement with Producer 3 pursuant  
20 to which Producer 3 agreed to furnish the services of Artist 3 at Virgin Fest Los Angeles  
21 ("Performance Agreement 3"). Pursuant to Performance Agreement 3, VFLA and Producer 3  
22 agreed that Artist 3 would perform on June 6, 2020 at 9:30 p.m. at Banc of California Stadium in  
23 Exposition Park in Los Angeles, California, during the Virgin Fest music festival. (A true and  
24 correct redacted copy of Performance Agreement 3 is attached hereto as Ex. E and is  
25 incorporated herein by reference.)<sup>2</sup>

26 \_\_\_\_\_  
27 <sup>2</sup> At times herein where appropriate:

- 28
- Artist 1, Artist 2, and Artist 3 shall collectively be referred to as the "Artists."
  - Performance Agreement 1, Performance Agreement 2, and Performance Agreement 3 shall collectively be referred to as the "Performance Agreements."

1           27. Pursuant to paragraphs 4 (“Compensation”) and 10 (“Payment Terms”) of the  
2 Performance Agreements, VFLA paid deposits to WME as compensation for the anticipated  
3 performance at Virgin Fest of Artist 1, Artist 2, and Artist 3 (the “Deposits”).

4           28. Subsequently, Governor Newsom proclaimed a State of Emergency to exist in  
5 California as a result of the threat of the global COVID-19 pandemic, and on March 12, 2020,  
6 issued Executive Order N-25-20, which provided in relevant part as follows:

7                       WHEREAS despite sustained efforts, the virus remains a threat,  
8 and further efforts to control the spread of the virus to reduce and  
9 minimize the risk of infection are needed; and

10                      WHEREAS state and local officials may, as they deem necessary  
11 in the interest of public health, issue guidance limiting or  
12 recommending limitations upon attendance at public assemblies,  
13 conferences, or other mass events, *which could cause the  
cancellation of such gatherings through no fault or responsibility  
of the parties involved, thereby constituting a force majeure; . . . .*

14 See Executive Department, State of California, Executive Order N-25-20 (Mar. 12, 2020),  
15 available at [https://www.gov.ca.gov/wp-content/uploads/2020/03/3.12.20-EO-N-25-20-COVID-](https://www.gov.ca.gov/wp-content/uploads/2020/03/3.12.20-EO-N-25-20-COVID-19.pdf)  
16 [19.pdf](https://www.gov.ca.gov/wp-content/uploads/2020/03/3.12.20-EO-N-25-20-COVID-19.pdf) (emphasis added).

17           29. On March 15, 2020, Mayor Garcetti issued a Public Order entitled “New City  
18 Measures to Address COVID-19,” which provided in relevant part:

19                      It is absolutely critical that we as a City do everything we can to  
20 slow the pace of community spread and avoid unnecessary strain  
21 on our medical system. To aid in our efforts, under the emergency  
22 authorities vested in my office under the laws of the City of Los  
23 Angeles, today I am ordering that a series of temporary restrictions  
24 be placed on certain establishments throughout our City in which  
25 large numbers of people tend to gather and remain in close  
26 proximity. . . . All movie theaters, *live performance venues*,  
27 *bowling alleys and arcades shall be closed to the public. . . . Any*  
violation of the above prohibitions may be referred to the Office of  
the City Attorney for prosecution under Los Angeles  
Administrative Code Section 8.77, which provides for fines not to  
exceed \$1,000 or imprisonment not to exceed six months. . . .

- 28                      • Producer 1, Producer 2, and Producer 3 shall collectively be referred to as the  
“Producers.”

1  
2 Public Order Under City of Los Angeles Emergency Authority, *New City Measures to Address*  
3 *COVID-19* (Mar. 15, 2020), available at [https://www.lamayor.org/sites/g/files/wph446/f/article](https://www.lamayor.org/sites/g/files/wph446/f/article/files/Mayor%20Garcetti%20Emergency%20Order%20-%20March%2015%202020.pdf)  
4 [/files/Mayor%20Garcetti%20Emergency%20Order%20-%20March%2015%202020.pdf](https://www.lamayor.org/sites/g/files/wph446/f/article/files/Mayor%20Garcetti%20Emergency%20Order%20-%20March%2015%202020.pdf)  
5 (emphasis added). The March 15, 2020 Order provided it would be effective through March 31,  
6 2020, but expressly provided that it “may be extended” prior to that date.

7 30. On March 19, 2020, Governor Newsom issued Executive Order N-33-20,  
8 requiring all Californians “to heed the State public health directives from the Department of  
9 Public Health,” including the Order of the State Public Health Officer, which “order[ed] all  
10 individuals living in the State of California to stay home or at their place of residence . . . .” *See*  
11 Executive Department, State of California, Executive Order N-33-20 (Mar. 19, 2020), available  
12 at [https://www.gov.ca.gov/wp-content/uploads/2020/03/3.19.20-attested-EO-N-33-20-COVID-](https://www.gov.ca.gov/wp-content/uploads/2020/03/3.19.20-attested-EO-N-33-20-COVID-19-HEALTH-ORDER.pdf)  
13 [19-HEALTH-ORDER.pdf](https://www.gov.ca.gov/wp-content/uploads/2020/03/3.19.20-attested-EO-N-33-20-COVID-19-HEALTH-ORDER.pdf).

14 31. Also on March 19, 2020, Mayor Garcetti issued a Public Order entitled “Safer at  
15 Home,” directing that “[a]ll public and private gatherings of any number of people occurring  
16 outside a residence are prohibited” with limited exceptions for essential activities. Public Order  
17 Under City of Los Angeles Emergency Authority, *Safer At Home* (Mar. 19, 2020), available at  
18 [https://www.lamayor.org/sites/g/files/wph446/f/page/file/20200527%20Mayor%20Public%20Or](https://www.lamayor.org/sites/g/files/wph446/f/page/file/20200527%20Mayor%20Public%20Order%20SAFER%20AT%20HOME%20ORDER%202020.03.19%20%28REV%202020.05.27%29.pdf)  
19 [der%20SAFER%20AT%20HOME%20ORDER%202020.03.19%20%28REV%202020.05.27%](https://www.lamayor.org/sites/g/files/wph446/f/page/file/20200527%20Mayor%20Public%20Order%20SAFER%20AT%20HOME%20ORDER%202020.03.19%20%28REV%202020.05.27%29.pdf)  
20 [29.pdf](https://www.lamayor.org/sites/g/files/wph446/f/page/file/20200527%20Mayor%20Public%20Order%20SAFER%20AT%20HOME%20ORDER%202020.03.19%20%28REV%202020.05.27%29.pdf).

21 32. On April 10, 2020, Mayor Garcetti issued a revised “Safer at Home” Order  
22 providing that the order prohibiting public and private gatherings “shall be in place until May 15,  
23 2020.” Public Order Under City of Los Angeles Emergency Authority, *Safer At Home* (Apr. 10,  
24 2020), available at [https://www.lamayor.org/sites/g/files/wph446/f/page/file/](https://www.lamayor.org/sites/g/files/wph446/f/page/file/SaferAtHomeAPR10.pdf)  
25 [SaferAtHomeAPR10.pdf](https://www.lamayor.org/sites/g/files/wph446/f/page/file/SaferAtHomeAPR10.pdf). The City subsequently extended the prohibition of public and private  
26 gatherings through the month of June. *See* Public Order Under City of Los Angeles Emergency  
27 Authority, *Safer L.A.*, available at  
28 <https://www.lamayor.org/sites/g/files/wph446/f/page/file/SaferAtHomeAPR10.pdf>.

1           33.     The State and Local emergency orders thus unambiguously required the closure  
2 of live performance venues and prohibited all public gatherings. Each of these restrictions  
3 independently foreclosed the occurrence of Virgin Fest.

4           34.     On May 8, 2020, William Chun, Deputy Mayor for the City of Los Angeles, sent  
5 a letter on the Mayor’s letterhead to Virgin Fest, stating: “While the Current Safer at Home order  
6 extends to May 15, we will be extending that date to a future date to be determined. While we  
7 are excited to welcome Virgin Fest to Los Angeles, due to the Safer at Home order your event  
8 will not be allowed as originally planned on June 6 to 7.”

9           35.     Consequently, on May 9, 2020, VFLA issued a statement advising the public that  
10 “as a result of the governmental restrictions and mandates resulting from the COVID-19  
11 pandemic, VIRGIN FEST in Los Angeles is prevented from proceeding as scheduled next  
12 month.”

13           36.     After the government prohibited Virgin Fest from proceeding, VFLA requested  
14 that WME return in full the Deposits paid by VFLA under the Performance Agreements.  
15 Specifically, VFLA invoked the force majeure provision of the Performance Agreements, which  
16 provides in relevant part:

17  
18           A “Force Majeure Event” means any act beyond the reasonable  
19 control of Producer, Artist, or Purchaser which makes any  
20 performance by Artist impossible, infeasible, or unsafe (including,  
21 but not limited to, acts of God, terrorism, failure or delay of  
22 transportation, death, illness, or injury of Artist or Artist’s  
23 immediate family (e.g. spouses, siblings, children, parents), and  
24 civil disorder). In the event of cancellation due to Force Majeure  
25 then all parties will be fully excused and there shall be no claim for  
26 damages, and subject to the terms set forth herein, Producer shall  
27 return any deposit amount(s) (i.e., any amount paid to Producer  
28 pursuant to the Performance Contract prior to payment of the  
Balance) previously received (unless otherwise agreed). However,  
if the Artist is otherwise ready, willing, and able to perform  
Purchaser will pay Producer the full Guarantee unless such  
cancellation is the result of Artist’s death, illness, or injury, or that  
of its immediate family, in which case Producer shall return such  
applicable pro-rata portion of the Guarantee previously received  
unless otherwise agreed.

1 (the “Force Majeure Provision”) (emphasis added).

2 37. The Performance Agreements go on further to provide that “[n]othing in the  
3 Agreement shall require the Parties hereto or Producer or Artist, to commit any illegal act,” and  
4 then expressly provide that, “[i]n the event of any conflict between any provision of the  
5 Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and the  
6 Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such  
7 conflict.” Moreover, apart from this express provision in the Performance Agreements directing  
8 that its provisions shall be curtailed, modified or limited to the extent they are inconsistent with  
9 the law or involve the commission of any illegal act, California law – and in particular – Civil  
10 Code § 1441– has long provided that any contractual provision or condition that is contrary to  
11 law or repugnant to the nature of the interest created by the contract is void. In addition,  
12 contracts are void in their entirety pursuant to Civil Code § 1598 where they have a single object  
13 and such object is unlawful, whether in whole or in part, or wholly impossible of performance.

14 38. Although WME was or should have been aware of the government orders  
15 prohibiting public activities in Los Angeles, and was or should have been aware that the COVID-  
16 19 pandemic constituted a force majeure event under the Force Majeure Provision because, *inter*  
17 *alia*, it was “beyond the reasonable control of Producer, Artist, or Purchaser which ma[de] any  
18 performance by Artist impossible, infeasible, or unsafe,” WME refused to return the Deposits.

19 39. WME contended that it was not obligated to return the Deposits under the  
20 Performance Agreements because the Artists were “otherwise ready, willing, and able to  
21 perform,” even though the Performance Agreements had but a single object – namely, the  
22 Artists’ performances at Virgin Fest on June 6-7, 2020 at Banc of California Stadium in Los  
23 Angeles – that had now been rendered illegal as a result of the emergency governmental orders  
24 issued as a result of the COVID-19 pandemic.

25 40. If VFLA, the Producers, or the Artists had proceeded to perform under the terms  
26 of the Performance Agreements on June 6-7, 2020, each would have violated the law and each  
27 would have been subject to citation, fines, arrest, and/or imprisonment. Thus, the Artists were  
28 not, and could not be, “ready, willing, and able” to perform under the terms of the Performance



1 Agreements, and VFLA is entitled to the return of its Deposits under the Force Majeure  
2 Provision.

3 **FIRST CAUSE OF ACTION**

4 **(For Conversion against WME)**

5 41. VFLA hereby incorporates the allegations set forth in paragraphs 1 through 40,  
6 above, as though set forth in full herein.

7 42. VFLA was, at all times relevant, the owner of the Deposits paid to WME, which  
8 were to be held in trust under the terms of the Performance Agreements.

9 43. WME's refusal to return the Deposits to VFLA has constituted actual and  
10 substantial interference with VFLA's right to that money by WME, as well as an unauthorized  
11 use of that money by WME for its own financial gain.

12 44. As a direct and proximate result of WME's conduct, VFLA has been damaged,  
13 and WME has been unjustly enriched, in an amount which is not yet fully ascertained but which  
14 is no less than the Deposits.

15 45. VFLA is informed and believes, and on that basis alleges, that when engaging in  
16 the conduct described above, WME acted with malice, fraud, and oppression, and in conscious  
17 disregard for VFLA's rights. Accordingly, VFLA is entitled to an award of punitive damages, in  
18 an amount to be determined.

19 **SECOND CAUSE OF ACTION**

20 **(For Money Had and Received against WME)**

21 46. VFLA hereby incorporates the allegations set forth in paragraphs 1 through 40 as  
22 though set forth in full herein.

23 47. Pursuant to the Performance Agreements, VFLA paid the Deposits into WME's  
24 client trust account to be used for the benefit of VFLA; specifically, as compensation for the  
25 Artists' anticipated performances at Virgin Fest on June 6-7, 2020.

26 48. Because of the orders, mandates, and restrictions issued by the State of California,  
27 the County of Los Angeles, and the City of Los Angeles, VFLA was legally prevented from  
28 proceeding with the music festival as scheduled, the Producers were legally prevented from

1 furnishing the services of the Artists to perform on June 6-7, 2020 at Banc of California Stadium  
2 in Exposition Park, and the Artists were legally prevented from performing on June 6-7, 2020 at  
3 Banc of California Stadium in Exposition Park. Thus, the Deposits were not used for the benefit  
4 of VFLA.

5 49. Despite VFLA's demand, WME has not returned the Deposits to VFLA.  
6 As a result of WME's refusal to return the Deposits, VFLA has been damaged, and WME has  
7 been unjustly enriched, in an amount which is not yet fully ascertained but which is no less than  
8 the Deposits.

9 **THIRD CAUSE OF ACTION**

10 **(Violation of Cal. Bus. & Prof. Code § 17200 against WME)**

11 50. VFLA hereby incorporates the allegations set forth above in paragraphs 1 through  
12 40 and 42-43 as though fully set forth herein.

13 51. California Bus. & Prof. Code § 17200 prohibits acts of "unfair competition,"  
14 which are defined as any "unlawful, unfair or fraudulent business act or practice" and "unfair,  
15 deceptive, untrue or misleading advertising." The "unlawful" practices prohibited by § 17200  
16 are any practices forbidden by law, whether civil or criminal, federal, state, or municipal,  
17 statutory, regulatory, or court-made, and "borrows" violations of other laws and treats them as  
18 unlawful practices independently actionable under § 17200. "Unfair" practices are those whose  
19 harm to the victim outweighs its benefits.

20 52. By refusing to return the Deposits paid under the Performance Agreements, WME  
21 engaged in, and continues to engage in, unlawful and unfair business practices.

22 53. As a result of WME's conduct, it has been unjustly enriched and VFLA has  
23 suffered injury in fact and has lost money or property, including the Deposits. VFLA is entitled  
24 to injunctive relief, and an award of restitution and the imposition of a constructive trust in an  
25 amount which is not yet fully ascertained but which is no less than the Deposits.

1 **FOURTH CAUSE OF ACTION**

2 **(Declaratory Judgment against WME)**

3 54. VFLA hereby incorporates the allegations set forth above in paragraphs 1 through  
4 40 as though fully set forth herein.

5 55. As a result of the various governmental laws, orders, and restrictions that were  
6 enacted in connection with the COVID-19 pandemic, the single object of the Performance  
7 Agreements was rendered illegal. Thus, it was not only unlawful for the Virgin Fest music  
8 festival to proceed on June 6-7, 2020, but it was unlawful for the Artists to perform at the times  
9 and places set forth in the Performance Agreements. Accordingly, VFLA invoked the Force  
10 Majeure Provision of the Performance Agreements and demanded the return of the Deposits  
11 from WME. WME contended that it was not obligated to return the Deposits because the Artists  
12 were “otherwise ready, willing, and able to perform.”

13 56. As a result of WME’s conduct, an actual controversy has arisen and now exists  
14 between VFLA and WME concerning the return of the Deposits to VFLA.

15 57. A judicial declaration is necessary and appropriate at this time under these  
16 circumstances so that VFLA and WME may ascertain their rights and duties.

17 **FIFTH CAUSE OF ACTION**

18 **(Breach of Contract against Producer 1, Producer 2 and Producer 3)**

19 58. VFLA hereby incorporates the allegations set forth above in paragraphs 1 through  
20 40 as though fully set forth herein.

21 59. Beginning on May 9, 2020, and continuing thereafter, Producers breached the  
22 terms of the Performance Agreements by, among other things, refusing to return the Deposits  
23 upon the occurrence of a force majeure event. Although VFLA demanded in writing repayment  
24 of the Deposits, Producers failed and refused, and continue to fail and refuse, to repay the sums  
25 owed.

26 60. VFLA has fully performed all of the covenants and conditions required on its part  
27 to be performed under the Performance Agreements except for those that have been excused by  
28

1 operation of fact or law, including the impossibility and illegality of hosting the Virgin Fest  
2 music festival in violation of governmental orders.

3 61. As a direct and proximate result of the foregoing, Producers have damaged VFLA  
4 in an amount which is not yet fully ascertained but which is no less than the Deposits.

5 **SIXTH CAUSE OF ACTION**

6 **(Breach of the Implied Covenant of Good Faith and**

7 **Fair Dealing against Producer 1, Producer 2 and Producer 3)**

8 62. VFLA hereby incorporates the allegations set forth above in paragraphs 1 through  
9 40 as though fully set forth herein.

10 63. In every contract there is an implied covenant of good faith and fair dealing that  
11 neither party will act in such a way as to injure the right of the other to receive the benefits of the  
12 agreement.

13 64. Producers breached their duty of good faith and fair dealing by refusing to return  
14 the Deposits to VFLA upon the occurrence of a force majeure event under the Performance  
15 Agreements. Although VFLA demanded, in writing, repayment of the Deposits, Producers have  
16 failed and refused, and continue to fail and refuse, to repay the sums owed.

17 65. As a direct and proximate result of Producers' breach, VFLA has been damaged  
18 in an amount which is not yet fully ascertained but which is no less than the Deposits.

19 **PRAYER**

20 WHEREFORE, VFLA Eventco, LLC prays for judgment as follows:

21 1. On the first, second, fifth, and sixth causes of action, for damages in an amount  
22 which is not yet fully ascertained but which is no less than the Deposits;

23 2. On the first cause of action, for punitive damages in an amount to be determined;

24 3. On the third cause of action, for injunctive relief, and an award of restitution and  
25 the imposition of a constructive trust in an amount which is not yet fully ascertained but which is  
26 no less than the Deposits;

27 4. On the fourth cause of action, for a declaration that the Deposits must be returned  
28 to VFLA by WME;

1           5.     On all causes of action except the fourth, for an award of interest, including  
2 prejudgment interest, at the legal rate;

3           6.     On all causes of action, for attorneys' fees and costs of suit; and

4           7.     On all causes of action, for such other relief as the Court deems just and proper.  
5

6 Dated: July 16, 2020

CARLTON FIELDS, LLP

7  
8  
9 By: \_\_\_\_\_

HARVEY W. GELLER  
Attorneys for Plaintiff  
VFLA EVENTCO, LLC

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## EXHIBIT A

-----Original Message-----

From: [REDACTED] com <[REDACTED] com>  
Sent: Tuesday, March 10, 2020 10:28 AM  
To: [REDACTED] com; [REDACTED] com; [REDACTED] com  
Cc: [REDACTED] com>  
Subject: WME Offer Confirmed: ELLIE GOULDING-07 JUN 2020 contract now available

Mar 10 2020

(This is an automatically generated notice from WME).

Dear [REDACTED],

Please be advised that the above-referenced engagement/s has/have been confirmed as follows:

Artist:Goulding, Ellie

Venue: Virgin Fest (Los Angeles) - Los Angeles, CA, USA Start Date: Jun 07 2020 Number of Shows: 1  
Capacity: 25000  
Compensation: [REDACTED] USD flat GUARANTEE  
Reimbursement(s):

Additional Terms:

The terms of this engagement include the terms and conditions of our standard contract for engagements of this type and the Artist rider, which are incorporated herein. Until the standard contract is fully executed, this confirmation shall constitute a valid and binding agreement between you and our client.

Please be advised that the contract form may have changed since your last engagement with one of our clients.

The contract and the Artist rider are available for immediate download from our WME Pro website. You can also obtain publicity materials, and entry forms for your marketing plan, ticket counts, and final totals. These documents will not be mailed to you.

To access the documents, visit your account which we created for you on the WME Pro website at:

[REDACTED]  
Thanks again for your business. Should you have any questions or need technical support, please contact our technical support staff via email at [REDACTED] com.

Sincerely,

WME

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**EXHIBIT B**





9601 Wilshire Boulevard  
3rd Floor  
Beverly Hills, CA 90210  
USA

Phone [REDACTED]  
email [REDACTED].com

**ELLIE GOULDING**

*STARRY US TOURING INC*

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

Agreement made 10 Mar 2020 between **STARRY US TOURING INC** (hereinafter referred to as "PRODUCER") furnishing the services of **ELLIE GOULDING** (hereinafter referred to as "ARTIST") and **VFLA EVENTCO, LLC/Jason Felts** (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

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

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

VIRGIN FEST (LOS ANGELES)  
Banc of California Stadium Exposition Park  
3939 South Figueroa Street  
Los Angeles, CA 90037  
USA

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

**Sun 07 Jun 2020**  
1  
01:00 PM: Doors  
01:45 PM: Betty Who  
03:15 PM: The Free Nationals  
04:45 PM: Lauren Jauregui  
06:15 PM: Kali Uchis  
08:00 PM: ELLIE GOULDING  
09:45 PM: ASAP Rocky  
12:00 AM: Curfew  
  
Stage: Stadium Stage, Slot: 2nd to Close

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

[REDACTED] of Support Billing on Overall Poster [REDACTED] on Sunday Single Day Art

**4. COMPENSATION:**

[REDACTED] U.S. Dollars) flat GUARANTEE.

7% CA state withholding tax.

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

**5. PRODUCTION AND CATERING:**

PURCHASER to provide and pay for all sound, lights, video and any additional production needed per ARTIST specification.

PURCHASER to provide and pay for festival hospitality.



If ARTIST is ready, willing, and able to perform, and PURCHASER cancels this engagement then PURCHASER shall nevertheless pay PRODUCER the full guarantee and other compensation hereunder.

PURCHASER to provide and pay for any required radio frequency permits associated with ARTIST's use of wireless microphones (or other similar wireless audio/video equipment).

In the event PURCHASER fails, for any reason, to procure the necessary documents, permits, licenses, clearances, et cetera required for ARTIST to perform hereunder, PURCHASER shall be deemed in material breach of the contract. In such event, the performance shall be deemed cancelled, PRODUCER shall retain any deposit or advance monies already paid by PURCHASER or on PURCHASER's behalf to PRODUCER, and PURCHASER shall remain liable to immediately pay PRODUCER the full balance of the contract price, with no further obligations of PRODUCER or ARTIST.

This is an outdoor show. The risk of weather cancellation shall be borne by PURCHASER. As such, PURCHASER shall pay PRODUCER in full for any cancellation due to weather, whether or not such is predictable, unpredictable, and/or weather related Acts of God.

If, through no fault of ARTIST, ARTIST's set time is delayed for more than thirty (30) minutes, for any reason whatsoever, ARTIST has the right to not perform, shall retain all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever. In the event that PURCHASER shortens performers' set times ARTIST will have the right, in its sole discretion, to choose not to perform, shall retain all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever.

PURCHASER shall supply and pay for all necessary security for ARTIST and ARTIST's personnel to ARTIST satisfaction prior to arrival at the venue, for the duration of the show and until the ARTIST has successfully vacated the perimeter of the building. PRODUCER and ARTIST shall also have the right to terminate the Contract, without incurring any liability or obligation, if there is inadequate security or a threat to the safety of ARTIST, or any of its employees, agents, contractors or representatives, in ARTIST's sole opinion. Notwithstanding the foregoing, PRODUCER shall be entitled to retain and/or receive the full agreed compensation.

In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to ARTIST for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of PURCHASER has been impaired or is in ARTIST's opinion unsatisfactory, ARTIST shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement.

Any language that may have been contained in your offer, which is not included in this agreement, shall not be considered part of the contract.

All payments should be directed to the following account:

[REDACTED]  
[REDACTED]  
[REDACTED]  
ABA/ Routing Number: [REDACTED]  
[REDACTED]  
Account Information:  
Name: WME Entertainment, LLC  
Number: [REDACTED]  
[REDACTED]

**8. ARTIST RIDER:**

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

**9. CURRENCY AND EXCHANGE RATE:**

**10. PAYMENT TERMS:**

a. **DEPOSIT** in the amount of [REDACTED] USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **09 Mar 2020**; (Balance in agency's client trust account ninety days prior to performance)

Receipt of payment in the amount of [REDACTED] USD on 20 Feb 2020 is hereby acknowledged.

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

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC  
ATTN: [REDACTED]  
9601 Wilshire Boulevard  
3rd Floor  
Beverly Hills, CA 90210  
USA

OR via bank wire as follows:



Account Name: WME Entertainment, LLC  
Account Number: [REDACTED]  
ABA Number: [REDACTED]  
ORG: VFLA EVENTCO, LLC [REDACTED]  
WME booking code: [REDACTED]

*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).*

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

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

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

**11. SCALING AND TICKET PRICES:**

	CAP.	TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sun 07 Jun 8:00 PM	25,000	GA Standing		0	0	0							\$1.00		\$-1.00
	<b>25,000</b>			<b>0</b>	<b>0</b>	<b>0</b>									

**SCALING NOTES:**

2020 Ticket Prices: GA \$229; VIP \$499. Comps: ARTIST to receive 30 of Day of show GA passes.

There is a minimum \$1 per ticket donation included in all ticket prices to Virgin Unite (the non-profit 501c3 arm of Virgin). Virgin Unite will serve as the syndicator to all charities for VIRGIN FEST and will administer and oversee all governance of the same.

ADJUSTED GROSS POTENTIAL:

TAX:

NET POTENTIAL:

**12. EXPENSES:**

N/A

**13. MERCHANDISING:**

Venue sells; CD/DVD: [REDACTED] % of proceeds to ARTIST. Most Favored Nations (\*greater than or equal to the best rate being offered any other artist at the festival)  
Venue sells; T-Shirts/Soft [REDACTED] % of proceeds to ARTIST. Most Favored Nations (\*greater than or equal to the best rate being offered any other artist at the festival). Artist May Sell a Mutually Agreeable Number of Items.

**14. VISAS AND WORK PERMITS:**

**15. TAXES:**

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

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

By:

VFLA EVENTCO, LLC  
[Redacted Signature]  
Care of: [Redacted]  
Virgin Fest

By:

STARRY US TOURING INC  
Fed ID: [Redacted]

*Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Kurtfirst*

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## Addendum A

### Virgin Festival Los Angeles - Festival Rider

This Festival Rider ("Rider" or "Addendum A"), being entered into between "Purchaser" and "Producer" f/s/o "Artist" (as such terms are defined on the WME-issued performance contract; "Performance Contract"), shall be attached to and made part of any Performance Contract with respect to Artist's performance at a "festival" or similar event ("Performance"). In the event of conflict between the Rider and the Performance Contract, the Rider shall control, *unless* the conflict is with respect to deal terms (e.g., deposit, exclusivity, show schedule, billing and merchandise) in which case the Performance Contract shall control. Purchaser and Producer may be individually referred to herein as "Party" or collectively as "Parties". Accordingly, the parties hereto agree as follows:

#### Deposit<sup>1</sup>

##### Headliners (Artists with top billing):

- 50% deposit in agency's client trust account upon confirmation; and
- 50% deposit in agency's client trust account prior to announce.

##### All other acts:

- 50% deposit in agency's client trust account prior to announce; and
- Balance in agency's client trust account ninety days prior to performance.

In any event, Purchaser shall not announce, advertise, or promote Artist's involvement with the engagement until Producer has authorized such in writing.

All payments shall be made in full without any deductions whatsoever unless otherwise noted on the Performance Contract. Producer and Purchaser shall be responsible for payment of all of their own respective tax(es) (including, without limitation, in the case of Purchaser, Amusement Tax(es) where required).

#### Exclusivity

Exclusivity terms per the Performance Contract. This shall not apply to private performance not open or advertised to the public, and/or award shows. Any preapproved public performances within this exclusivity shall be set forth in the Performance Contract or otherwise approved in writing.

#### Facilities

Purchaser must provide a suitable festival venue (e.g. outdoor, green field/beach setting with temporary and/or permanent structure) venue, with festival standard quality sound, stage, and lighting; adequate security; and festival standard quality hospitality accommodations (subject to specific delineations set forth in the Performance Contract). Any deviation therefrom shall be specifically noted on the Performance Contract.

Purchaser shall be solely responsible for providing a safe environment for the engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the engagement, and security, so that the engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). Producer/Artist shall have no liability for any damage or injury caused by such Adverse Conditions. Purchaser shall comply with all applicable laws and regulations (including, without limitation, health and safety) union requirements, if any, and shall supply and pay for all necessary permits and licenses (including without limitation, local or city permits and performing rights licenses). Purchaser confirms that it is familiar with the Event Safety Alliance (ESA) Event Safety Guide, Yourope Event Safety Group (YES) Health & Safety Standard (2014) or similar industry standard safety guidelines and, without prejudice to the obligations assumed herein, agrees to adhere to such industry or similar standards, particularly regarding any Festival site evacuation plan for any such Adverse Conditions. Notwithstanding the foregoing, Producer shall remain responsible for any damage to the premises, Festival site, structures on site, and/or other property or equipment caused by Producer or Artist's negligent acts or omissions, or intentional conduct (reasonable wear and tear excepted). Producer and/or Artist shall not use any pyrotechnics and/or lasers during the Performance without Purchaser's prior, express, written permission. Any pyrotechnics or lasers permitted shall be set forth in the Performance

<sup>1</sup> Any sums (e.g., Deposit and/or Guarantee) remitted under the Performance Contract and/or this Rider are in consideration for, among other things, Producer's furnishing the services of Artist's performance (including, but not limited to: exclusivity of Artist's performance within a certain geographic area and during a certain time; advertising of the performance (including use of Artist's name, likeness, and image); solicitation of sponsorships and ticket sales based upon Artist's name, likeness, and image, and personal performance at the contracted-for engagement). The sums remitted under this Agreement are non-refundable, except in instances specifically set out herein.

Contract.

**Excused Performance**

A "Force Majeure Event" means any act beyond the reasonable control of Producer, Artist, or Purchaser which makes any performance by Artist impossible, infeasible, or unsafe (including, but not limited to, acts of God, terrorism, failure or delay of transportation, death, illness, or injury of Artist or Artist's immediate family (e.g. spouses, siblings, children, parents), and civil disorder). In the event of cancellation due to Force Majeure then all parties will be fully excused and there shall be no claim for damages, and subject to the terms set forth herein, Producer shall return any deposit amount(s) (i.e., any amount paid to Producer pursuant to the Performance Contract prior to payment of the Balance) previously received (unless otherwise agreed). However, if the Artist is otherwise ready, willing, and able to perform Purchaser will pay Producer the full Guarantee unless such cancellation is the result of Artist's death, illness, or injury, or that of its immediate family, in which case Producer shall return such applicable pro-rata portion of the Guarantee previously received unless otherwise agreed.

Inclement Weather (e.g., hurricane, flood, storm, tornadoes, high winds, electrical storm) shall not be considered a Force Majeure Event and Purchaser shall pay Producer the full Guarantee, plus any additional reimbursement(s) and/or compensation(s) as may be due under the Performance Contract, for any and all cancellation(s) due to Inclement Weather at the Festival location or Festival city which prevents performance (including weather affecting ingress to the Festival site and/or the city of performance subject to Producer/Artist's obligation to use reasonable efforts to arrive at the Festival site by alternative means if any particular ingress route is so affected). For clarification, Inclement Weather in another location that affects the Artist's ability to travel to the Festival or otherwise perform at the Festival, shall not be considered a Force Majeure Event, but rather, shall be the responsibility of the Producer and Artist, and Producer shall return to the Purchaser any sums previously received unless otherwise agreed.

Purchaser represents and warrants it has sufficient funds and/or insurance to cover its obligations hereunder.

**Recording Rights**

Purchaser shall not itself, nor shall it authorize or grant permission to others to, broadcast, stream, record, or otherwise reproduce the Performance, either in whole or in part, unless specifically permitted to do so pursuant to a separate executed agreement between Producer and Purchaser.

Purchaser shall be responsible, at its sole cost and expense, for securing all necessary third party licenses and clearances (including from, but not limited to, record label and publisher) in connection with its use of Artist's audio/audio-visual footage. Unless otherwise agreed, Purchaser may simulcast (but not record) Artist's performance to IMAG/ "Jumbotrons" in venue only. Producer and Artist acknowledge that Purchaser cannot prevent individual festival attendees from recording Artist's Performance via cell phones/non-professional camera(s).

Purchaser shall indemnify and hold harmless Producer/Artist for any damage Producer/Artist (as applicable) may sustain as a result of Purchaser's failure to comply with the terms of this provision.

**Insurance and Indemnity**

Purchaser shall obtain and maintain, from the date of the Performance Contract through completion of the Performance, at a minimum:

1. Commercial general liability insurance coverage, including a contractual liability endorsement as regards the Performance Contract, liquor liability (either from Purchaser, if Purchaser is furnishing liquor, or from Purchaser's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000), or its local currency equivalent, per occurrence;
2. Business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of Purchaser with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000), or its local currency equivalent, per occurrence; and
3. Workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000), or its local currency equivalent, per claim.
4. For any engagement at which the allowable capacity is Twenty-Five Thousand (25,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000), or its local currency equivalent, per occurrence; and
5. For any engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000), or its local currency equivalent, per occurrence.
6. All of the insurance requirements set forth above shall not be construed as a limitation of any potential



liability on behalf of Purchaser. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) or territory(ies) of the engagement(s) with A.M. Best ratings not less than A minus or better.

7. Purchaser shall furnish Producer/Artist with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming Producer, Artist and Producer/Artist's respective officers, directors, principals, agents, employees and representatives as additional insureds. Producer's failure to request, review or comment on any such certificates shall not affect Producer's rights or Purchaser's obligations hereunder. Upon request, Purchaser shall immediately furnish to Producer/Artist a full and complete copy of all insurance policies required to be maintained by Purchaser herein.

Without limiting or qualifying Producer's liabilities, obligations, or indemnities, Producer will obtain, before the Event, at its sole cost and expense, the insurance set forth below for its operations at the Festival:

- all such insurance shall be endorsed to provide at least thirty (30) days prior written notice of cancellation, non-renewal, or reduction in coverage or limits to Purchaser. In the absence of insurer ability to comply with this endorsement, any changes to such insurance must be with the Purchaser's express permission to be granted in Purchaser's sole and reasonable discretion.
- All insurance policies be issued by an insurance carrier reasonably acceptable to Purchaser with a rating of A VII or better by AM Best, and authorized to do business in Los Angeles, California;

The minimum limits of any general liability policy be not less than One Million Dollars (\$1,000,000) each occurrence and an annual aggregate of Two Million Dollars (\$2,000,000) for bodily injury and property damage combined and fire legal liability. Additionally:

- In the event Producer/Artist intends to throw anything from the stage (including, but not limited to, drum sticks, persons, instruments, t-shirts) or does in practice throw any such items from the stage, Producer use reasonable efforts to secure an endorsement to its CGL policy to cover any "thrown objects" or similar exclusion in said policy.
- In the event Producer brings a vehicle on site, Producer maintain auto liability insurance covering owned, non-owned and leased or hired vehicles with the minimum amounts of \$1,000,000.00 each accident.
- Producer maintain workers compensation insurance as required by the State of California, during the dates they are working with the Festival, including coverage for subcontractors, agents, temporary employees, and volunteers, all if and as required by applicable law.
- Producer supply Purchaser or such other person as Purchaser may direct in writing, with a certificate of insurance and additional insured endorsement that lists the Purchaser and its respective agents, officers, members, directors, and employees; VFLA Eventco, LLC; LAFC StadiumCo, LLC; LAFC Sports, LLC; Major League Soccer; The Los Angeles Memorial Coliseum Commission; The Sixth District Agricultural Association; The University of Southern California; Legends Sports, LLC; The Banc of California; Ticket Provider, Inc.; and Fanatics Inc. as additional insureds.
- Coverage for the additional insureds shall apply on a primary and non-contributory basis for matters for which Producer is responsible for under this Agreement, irrespective of any other insurance (whether collectible or not).

If Producer cannot obtain such insurance and notifies Purchaser at least thirty (30) days prior to the Performance, then Producer may purchase a one-time TULIP policy at a cost not to exceed \$500 per Artist if incorporated, or \$500 for each individual member of Artist if not incorporated. Any such policy shall be deemed to meet any commercial general liability insurance requirements set forth in this Rider (excluding, specifically, any automobile or workers compensation coverage required by law, as such coverage is not provided under Purchaser's TULIP option). Regardless of whether Producer/Artist retains such TULIP policy, Producer/Artist shall still be bound by California state law relative to workers compensation insurance and motor vehicle insurance.

Purchaser hereby agrees to save, indemnify and hold harmless Producer and Artist, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against Producer or Artist or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or

in connection with the engagement, or any acts or omissions of Purchaser or its employees, agents, or other representatives in connection with the transactions contemplated by the Rider and Performance Contract (collectively the "Agreement"), which claim does not directly result from the negligent acts or omissions of the Artist and/or Producer.

Producer shall indemnify and hold harmless Purchaser its agents and employees from any loss, damage, or expense (including reasonable outside attorney's fees) incurred as a result of a third party claim for death, personal injury, or property damage where such claim is the result of the negligence or intentionally wrongful conduct of Producer, Artist, or their respective agents or employees, and where such claim is finalized, in ways including, but not limited to a final judgment by a court of competent jurisdiction, binding alternative dispute resolution (either court mandated or agreed to by the Parties), dispositive motion, or otherwise settled with Artist consent (including alternative dispute resolution), such consent not to be unreasonably withheld or delayed. Producer's obligations to the Purchaser here shall not be limited to a court-filed or maintained complaint.

#### **Name and Likeness**

All aspects of Purchaser's use of Artist's voice, likeness, materials, pictures, photographs, image, or other identification of Artist ("Artist NIL") shall at all times be subject to Producer's prior written approval (such approval not to be unreasonably withheld or delayed), including, but not limited to name or likeness on Festival merchandise and advertising the Performance, other than a simple non-advertisement mention that Artist is performing or non-advertisement schedules of the Performance at the Festival (and such listing or billing order shall be as agreed between the Parties and set forth in the Performance Contract). For clarification, any billing or billing release is subject to the prior, separate, written approval of Producer. Substantially similar subsequent use of Artist NIL specifically related to the Performance shall not require additional Producer approval (which, for clarification, shall not include subsequent use to promote subsequent performances which shall, for clarification, require Producer's separate written approval). Any such use shall not suggest or imply an endorsement of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent Producer's prior written approval in each instance with the exception of billing posters or advertising where such billing is in accordance with the terms set forth in the Performance Contract. Additionally, no sponsorship shall suggest or imply Artist's endorsement of the sponsor, or its product(s) or service(s).

#### **Right to Cancel**

Neither Producer, Artist, nor Purchaser shall have the right to cancel or postpone the Performance, unless specifically stated in the Agreement. In the event Purchaser cancels the Engagement (for any reason), Purchaser agrees to refund all ticket buyers the cost of said tickets in full and Producer and Artist shall have no liability related thereto, unless the cancellation is caused by Producer and/or Artist's negligence or intentional misconduct.

#### **Role of Agent**

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

#### **Purchaser Default**

In the event Purchaser refuses or neglects to comply with any provision hereunder, and or fails to promptly make any required payments to Producer, and/or fails to proceed with the Performance, then such shall be deemed a material breach of the Performance Contract and Producer shall have the right, without prejudice to any other right and remedy, to retain any amounts previously received, receive the full Guarantee, and Producer/Artist shall be relieved of all further obligation(s) in connection herewith and shall have the right to seek all rights and remedies available at law and equity.

If on, or before, the date of the engagement Purchaser fails to comply with any material provision hereunder, has failed, neglected, or refused to perform any contract with Producer/Artist, or if the financial standing of Purchaser

becomes impaired, or if Purchaser fails to fulfill any obligation it may have to a third party relating to the engagement (e.g., excluding site operations personnel with whom there is a legitimate claim by Purchaser for failure to fulfill their obligations under terms thereby agreed), or if Purchaser files for bankruptcy or goes into receivership (or such is reasonably suspected relative to typical promoter cash flow), then Producer may demand full payment of the Guarantee in advance of the engagement as further assurance. If Purchaser fails to provide such further assurance, Producer shall be entitled to all rights and remedies available to it at law or equity, including cancellation of the Performance.

Notwithstanding the above, Purchaser shall have a reasonable opportunity to cure with a notice to cure period of not less than ten (10) days, unless conditions call for a more truncated cure period. All cures must occur within a reasonable period of time prior to the Performance taking into account the minimum of ten (10) day cure period (unless conditions demand otherwise). Purchaser shall immediately cure any failure to remit payment to Producer after at least seven (7) days' notice of non-payment (unless conditions demand otherwise).

Nothing in the Agreement shall require the Parties hereto or Producer or Artist, to commit any illegal act, violate any rules or regulations of any union, guild, or similar entity with jurisdiction over the services or personnel furnished hereunder. Producer or WME may terminate the Agreement in whole or in part upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by Producer or WME, result in non-compliance with any laws, rules and regulations applicable to Producer or WME. In the event of any conflict between any provision of the Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and the Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict.

#### **Miscellaneous**

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

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

Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations);

(ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement. To be clear, nothing in this paragraph shall serve as a bar on Purchaser, or any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement, from making lawful contributions to political campaigns, political action committees, or any charitable causes, as well as from providing complimentary access to Purchaser events when applicable and if/as permitted by applicable laws including, but not limited to, local and/or national election laws.

The Agreement (and any attachments hereto including, but not limited to, any production, technical, or Artist rider) constitutes the sole, complete and binding agreement between the Parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the Parties. If any part of the Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of the Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of the Agreement.

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

Neither Party shall have the right to assign or transfer the Agreement, or any provision thereof, without the express written approval of the non-assigning Party.

Nothing contained in the Agreement shall ever be construed to constitute the Parties thereto as a partnership, or joint venture, nor to make WME, Producer, and/or Artist liable in whole or in part for any obligation that may be incurred by Purchaser, in Purchaser's carrying out any of the provisions thereof, or otherwise.

THE PERSONS EXECUTING THE AGREEMENT ON EACH PARTY'S BEHALF WARRANT HIS/HER AUTHORITY TO DO SO, and by entering into the Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is party or by which it may become subject. Purchaser has agreed to the terms of this Rider on a most favored nations basis and will not offer to any other talent agency or agent any terms which are more favorable than those offered and agreed here without first offering and agreeing to the same with WME and in the absence of such agreement then any benefits or terms more favorable than those contained in this Rider shall be deemed to be incorporated in those terms agreed herein.

EXHIBIT A

Any and all recording rights set forth herein are subject to the written approval of Producer (including, but not limited to, Producer's approval over any final edit (e.g., audio/audio-visual edit)), which may be withheld in the sole discretion of Producer. Purchaser will make audio, audio-visual, and photographic recordings of the Festival, including potentially Artist's Performance ("the Materials"). Accordingly, subject to the prior written approval of Producer and Purchaser's clearance obligations as set forth in Addendum A, Producer/Artist grants Purchaser the following rights:

1. to provide clips (of sixty (60) seconds or less) of the Materials to media outlets;
2. to include clips (of sixty (60) seconds or less) of the Materials for inclusion in post-Festival short "sizzle videos" showing highlights of the Festival (with the sizzle video including Performance clips from at least five (5) Festival artists) for use in the United States and online only, for one (1) year following the Festival only;
3. to include clips (of sixty (60) seconds or less) of the Materials for inclusion on the Festival website, and on-line at other websites owned or operated by Purchaser, such as Purchaser's YouTube page for use in the United States and online only, for one (1) year following the Festival only;
4. to record the Performance solely for Purchaser's noncommercial, internal, and archival use only;
5. to post real-time photographs to Purchaser's social media platforms of Artist's Performance contemporaneous with Artist's Performance. Subsequent to Artist's Performance, Artist shall have the right to request the removal of any such photos from Purchaser's social media platforms.
6. to live broadcast on radio a maximum of two (2) songs from Artist's Performance via Purchaser's radio partner provided such broadcast includes at least two (2) songs from at least five (5) Festival artists. At no time, unless agreed upon by Artist, will these songs be played on the radio after twenty-four (24) hours following the Artist's Performance at the Festival. These two songs will be mutually agreed upon by Artist and Purchaser.

With the exception of the rights set forth herein if and as granted and/or approved by Artist's management as indicated by signature below, Purchaser warrants that 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 Producer's prior written consent, which may be withheld in Producer's sole discretion, as applicable.

ONLY SIGN BELOW IF AGREED.

AGREED AND ACCEPTED:

\_\_\_\_\_  
(an authorized signatory)

UNFILED

**EXHIBIT C**

[REDACTED] .com>  
Tue 2/18/2020 12:24 PM

[REDACTED] .com>

**Kali Uchis | Terms For Confirmation | Virgin Fest LA 2020**

**ENGAGEMENT INFORMATION**

**Artist:** Kali Uchis  
**Compensation:** [REDACTED] SD  
**Date:** Sunday June 7, 2020  
**Stage:** Main Stage (Stadium)

**Slot:** 3<sup>rd</sup> to Close.  
**Set Length:** Mutually Agreeable, per advance.

**Complete Running Order:** Close, The Free Nationals, Lauren Jauregui, **KALI UCHIS**, Ellie Goulding, ASAP Rocky  
**Show Scheduler:** Any changes to ARTIST's confirmed day/stage/set time/tuning order **MUST** have written approval from WME in advance.  
**Artwork:** ARTIST **MUST** approve all Admaps, press releases, and promotional & marketing materials. ARTIST requires that all materials needing approval be sent no less than 72 hours prior to release to the public.

**Billing:** Festival Billing 13<sup>th</sup> Billed By Day 15<sup>th</sup> Billed Overall  
**Comps:** ARTIST shall receive a minimum of Fifty (50) complimentary day of show passes, breakdown is mutually agreeable per advance.

**Deposits:** [REDACTED] Due Immediately Upon Confirmation and Prior to Announce via wire ONLY.

**PRODUCTION AND RIDER**

**Backline:** PURCHASER to provide and pay for Backline, per artist specifications.

**Ground Transportation:** PURCHASER to provide and pay for ground transportation per ARTIST's specifications.

The parties acknowledge there shall be NO charge backs to Producer or Artist (including, but not limited to labor and/or production costs) unless such charge back is 1) disclosed to Producer in writing prior to taking any action to incur such action (including, but not limited to the actual costs of the charge back to Producer) and 2) Producer agrees in a separate writing (e-mail to suffice) to incur such charge back at such cost following such disclosure as contemplated in 1), and 3) Purchaser agrees to assume, in writing (e-mail to suffice), such obligation to provide such item pursuant to the charge back.

**SPECIAL PROVISIONS**

Show to be advanced with [REDACTED] .com

**Radius:** Carve Out: Sol Blume Festival

**Sound Restrictions:** Artist is not agreeing to any sound restrictions or dB limits during their performance unless previously agreed to in writing.  
**Recording/Streaming:** This contract is specifically for a live performance. There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of PRODUCER/ARTIST or PRODUCER/ARTIST'S performance by Purchaser and Purchaser shall not permit or authorize others to do any of the foregoing without prior written approval by Artist Management.

**Meet & Greet/Interviews:** Not a contingent or material deal point for confirmation. Involvement is at ARTIST discretion and is subject to advance.

**Marketing/Promo:** Not a contingent or material deal point for confirmation. Any requests to fulfill specific asks of ARTIST are subject to management approval.

**Merch Rate:** [REDACTED] on ALL Merch. Artist is allowed to sell a mutually agreeable MIN Non-Headliner Merch Rate

**WME Festival Addendum:** Confirmation is predicated on the terms of the WME/Virgin Festival Addendum unless otherwise specified above. Any additional or contradicting terms contained in the offer letter are not accepted.

[REDACTED] | WME  
Office of [REDACTED]  
[REDACTED] .com

UNFILLED

**EXHIBIT D**





9601 Wilshire Boulevard  
3rd Floor  
Beverly Hills, CA 90210  
USA

Phone: [REDACTED]  
email: [REDACTED].com

**KALI UCHIS**

*KALI UCHIS TOURING INC.*

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

Agreement made 06 Mar 2020 between **KALI UCHIS TOURING INC.** (hereinafter referred to as "PRODUCER") furnishing the services of **KALI UCHIS** (hereinafter referred to as "ARTIST") and **VFLA EVENTCO, LLC/Jason Felts** (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

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

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

VIRGIN FEST (LOS ANGELES)  
Banc of California Stadium Exposition Park  
3939 South Figueroa Street  
Los Angeles, CA 90037  
USA

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

**Sun 07 Jun 2020**  
1  
01:00 PM: Doors  
01:45 PM: Betty Who  
03:15 PM: The Free Nationals  
04:45 PM: Lauren Jauregui  
06:15 PM: KALI UCHIS: (45 min.)  
08:00 PM: Ellie Goulding  
09:45 PM: ASap Rocky  
12:00 AM: Curfew  
  
Stage: Stadium Stage, Slot: 3rd to Close

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

Festival Billing | 6th Billed Overall | 1st Position on 2nd Line of Support (KALI UCHIS | Jorja Smith | Banks | Clairo)

**4. COMPENSATION:**

[REDACTED] U.S. Dollars) flat GUARANTEE.

7% CA state withholding tax.

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

**5. PRODUCTION AND CATERING:**

PURCHASER to provide and pay for festival sound and lights.

PURCHASER to provide and pay for festival hospitality.

PURCHASER to provide and pay for backline, per Artist specifications

The parties acknowledge there shall be NO charge backs to Producer or Artist (including, but not limited to labor and/or production costs) unless such charge back is 1) disclosed to Producer in writing prior to taking any action to incur such action (including, but not limited to the actual costs of the charge back to Producer) and 2) Producer agrees in a separate writing (e-mail to suffice) to incur such charge back at such cost following such disclosure as contemplated in 1). and 3) Purchaser agrees to assume, in writing (e-mail to suffice), such obligation to provide such item pursuant to the charge back.

**Production Contact:**

[REDACTED].com

**6. TRANSPORTATION AND ACCOMMODATIONS:**

- a) Air transportation:
- b) Accommodations:
- c) Air freight and excess baggage:
- d) Ground transportation: PURCHASER to provide and pay for ground transportation per ARTIST's specifications.
- e) Meals and incidentals:
- f) Other:

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

**7. SPECIAL PROVISIONS:**

Show to be advanced with [REDACTED].com).

All advertising including radio spots must be approved prior in writing by [REDACTED].com), [REDACTED].com), or [REDACTED].com).

All marketing plans are to be submitted and approved by [REDACTED].com), [REDACTED].com), or [REDACTED].com), at WME prior to on-sale. No radio presents without written approval from [REDACTED].com), [REDACTED].com), or [REDACTED].com).

All artwork is to use official ARTIST logo(s) and photo(s) and subject to approval in writing by [REDACTED].com), [REDACTED].com), or [REDACTED].com).

No radio station presents/co-promotes without prior written permission from [REDACTED].com), [REDACTED].com), or [REDACTED].com).

Comps: Artist to receive 30 of Day of show passes, breakdown of access is mutually agreeable.

Sound Restrictions: Artist is not agreeing to any sound restrictions or dB limits during their performance unless previously agreed to in writing.

Recording/Streaming: This contract is specifically for a live performance. There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of PRODUCER/ARTIST or PRODUCER/ARTIST'S performance by Purchaser and Purchaser shall not permit or authorize others to do any of the foregoing without prior written approval by Artist Management.

Meet & Greet/Interviews: Not a contingent or material deal point for confirmation. Involvement is at ARTIST discretion and is subject to advance.

Marketing/Promo: Not a contingent or material deal point for confirmation. Any requests to fulfill specific asks of ARTIST are subject to management approval.

Artist shall not perform a publicly advertised engagement within 120 miles of the applicable Venue, for a period of 120 days prior to or 0 days after the performance of the Engagement at this applicable Venue.

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

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

talk shows, and award shows.

Producer/Artist will not authorize the advertising of a subsequent public performance by Artist to be held within such radius, until the completion of the Engagement at the applicable Venue herein, unless such Engagement is sold out or unless such advertising is approved by Purchaser.

Artist shall not perform at any Festival (any engagement with 5 or more artists) within 350 miles of Los Angeles, CA and/or at more than 7 U.S. Festivals during same calendar year as VIRGIN FEST performance. Artist will not advertise or announce any Artist shows that are to occur within 150 miles of Los Angeles, CA during 2020 until after the last day of the Festival.\* Performances of any kind within any distance of Los Angeles, CA and taking place after completion of entire VIRGIN FEST event are permitted provided there is no announce or advertising of ANY kind prior to the completion of VIRGIN FEST. The Radius Clause shall not apply to private performances that are not open to the public and /or award shows. Carve Outs: Sol Blume Festival

**8. ARTIST RIDER:**

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

**9. CURRENCY AND EXCHANGE RATE:**

**10. PAYMENT TERMS:**

a. **DEPOSIT in the amount of** [REDACTED] **USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC (50% deposit in agency's client trust account prior to announce)**

**DEPOSIT in the amount of** [REDACTED] **USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 06 Mar 2020; (Balance in agency's client trust account ninety days prior to performance)**

Receipt of payment in the amount of [REDACTED] USD on 20 Feb 2020 is hereby acknowledged.

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

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC  
ATTN: [REDACTED]  
9601 Wilshire Boulevard  
3rd Floor  
Beverly Hills, CA 90210  
USA

OR via bank wire as follows:



Account Name: WME Entertainment, LLC  
Account Number: [REDACTED]  
ABA Number: [REDACTED]  
ORG: VFLA EVENTCO, LLC [REDACTED]  
WME booking code [REDACTED]

*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).*

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

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

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

**11. SCALING AND TICKET PRICES:**

	CAP.	TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sun 07 Jun 8:00 PM	25,000	GA Standing		0	0	0								\$1.00	\$-1.00
	25,000			0	0	0									

**SCALING NOTES:**

2020 Ticket Prices: GA \$229; VIP \$499.

Comps: Artist to receive 30 of Day of show passes, breakdown of access is mutually agreeable.

There is a minimum \$1 per ticket donation included in all ticket prices to Virgin Unite (the non-profit 501c3 arm of Virgin). Virgin Unite will serve as the syndicator to all charities for VIRGIN FEST and will administer and oversee all governance of the same.

ADJUSTED GROSS POTENTIAL:

TAX:

  
  

NET POTENTIAL:

**12. EXPENSES:**

N/A

**13. MERCHANDISING:**

All Merchandise: [REDACTED] % of proceeds to ARTIST.

**14. VISAS AND WORK PERMITS:**

**15. TAXES:**

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

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

By:

VFLA EVENTCO, LLC

[REDACTED]

Care of: [REDACTED]

Virgin Fest

By:

KALI UCHIS TOURING INC.

Fed ID [REDACTED]

*Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above. Attention: [REDACTED]*

UNFILLED

## Addendum A

### Virgin Festival Los Angeles - Festival Rider

This Festival Rider ("Rider" or "Addendum A"), being entered into between "Purchaser" and "Producer" f/s/o "Artist" (as such terms are defined on the WME-issued performance contract; "Performance Contract"), shall be attached to and made part of any Performance Contract with respect to Artist's performance at a "festival" or similar event ("Performance"). In the event of conflict between the Rider and the Performance Contract, the Rider shall control, *unless* the conflict is with respect to deal terms (e.g., deposit, exclusivity, show schedule, billing and merchandise) in which case the Performance Contract shall control. Purchaser and Producer may be individually referred to herein as "Party" or collectively as "Parties". Accordingly, the parties hereto agree as follows:

#### Deposit<sup>1</sup>

##### Headliners (Artists with top billing):

- 50% deposit in agency's client trust account upon confirmation; and
- 50% deposit in agency's client trust account prior to announce.

##### All other acts:

- 50% deposit in agency's client trust account prior to announce; and
- Balance in agency's client trust account ninety days prior to performance.

In any event, Purchaser shall not announce, advertise, or promote Artist's involvement with the engagement until Producer has authorized such in writing.

All payments shall be made in full without any deductions whatsoever unless otherwise noted on the Performance Contract. Producer and Purchaser shall be responsible for payment of all of their own respective tax(es) (including, without limitation, in the case of Purchaser, Amusement Tax(es) where required).

#### Exclusivity

Exclusivity terms per the Performance Contract. This shall not apply to private performance not open or advertised to the public, and/or award shows. Any preapproved public performances within this exclusivity shall be set forth in the Performance Contract or otherwise approved in writing.

#### Facilities

Purchaser must provide a suitable festival venue (e.g. outdoor, green field/beach setting with temporary and/or permanent structure) venue, with festival standard quality sound, stage, and lighting; adequate security; and festival standard quality hospitality accommodations (subject to specific delineations set forth in the Performance Contract). Any deviation therefrom shall be specifically noted on the Performance Contract.

Purchaser shall be solely responsible for providing a safe environment for the engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the engagement, and security, so that the engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). Producer/Artist shall have no liability for any damage or injury caused by such Adverse Conditions. Purchaser shall comply with all applicable laws and regulations (including, without limitation, health and safety) union requirements, if any, and shall supply and pay for all necessary permits and licenses (including without limitation, local or city permits and performing rights licenses). Purchaser confirms that it is familiar with the Event Safety Alliance (ESA) Event Safety Guide, Yourope Event Safety Group (YES) Health & Safety Standard (2014) or similar industry standard safety guidelines and, without prejudice to the obligations assumed herein, agrees to adhere to such industry or similar standards, particularly regarding any Festival site evacuation plan for any such Adverse Conditions. Notwithstanding the foregoing, Producer shall remain responsible for any damage to the premises, Festival site, structures on site, and/or other property or equipment caused by Producer or Artist's negligent acts or omissions, or intentional conduct (reasonable wear and tear excepted). Producer and/or Artist shall not use any pyrotechnics and/or lasers during the Performance without Purchaser's prior, express, written permission. Any pyrotechnics or lasers permitted shall be set forth in the Performance

<sup>1</sup> Any sums (e.g., Deposit and/or Guarantee) remitted under the Performance Contract and/or this Rider are in consideration for, among other things, Producer's furnishing the services of Artist's performance (including, but not limited to: exclusivity of Artist's performance within a certain geographic area and during a certain time; advertising of the performance (including use of Artist's name, likeness, and image); solicitation of sponsorships and ticket sales based upon Artist's name, likeness, and image, and personal performance at the contracted-for engagement). The sums remitted under this Agreement are non-refundable, except in instances specifically set out herein.

Contract.

**Excused Performance**

A "Force Majeure Event" means any act beyond the reasonable control of Producer, Artist, or Purchaser which makes any performance by Artist impossible, infeasible, or unsafe (including, but not limited to, acts of God, terrorism, failure or delay of transportation, death, illness, or injury of Artist or Artist's immediate family (e.g. spouses, siblings, children, parents), and civil disorder). In the event of cancellation due to Force Majeure then all parties will be fully excused and there shall be no claim for damages, and subject to the terms set forth herein, Producer shall return any deposit amount(s) (i.e., any amount paid to Producer pursuant to the Performance Contract prior to payment of the Balance) previously received (unless otherwise agreed). However, if the Artist is otherwise ready, willing, and able to perform Purchaser will pay Producer the full Guarantee unless such cancellation is the result of Artist's death, illness, or injury, or that of its immediate family, in which case Producer shall return such applicable pro-rata portion of the Guarantee previously received unless otherwise agreed.

Inclement Weather (e.g., hurricane, flood, storm, tornadoes, high winds, electrical storm) shall not be considered a Force Majeure Event and Purchaser shall pay Producer the full Guarantee, plus any additional reimbursement(s) and/or compensation(s) as may be due under the Performance Contract, for any and all cancellation(s) due to Inclement Weather at the Festival location or Festival city which prevents performance (including weather affecting ingress to the Festival site and/or the city of performance subject to Producer/Artist's obligation to use reasonable efforts to arrive at the Festival site by alternative means if any particular ingress route is so affected). For clarification, Inclement Weather in another location that affects the Artist's ability to travel to the Festival or otherwise perform at the Festival, shall not be considered a Force Majeure Event, but rather, shall be the responsibility of the Producer and Artist, and Producer shall return to the Purchaser any sums previously received unless otherwise agreed.

Purchaser represents and warrants it has sufficient funds and/or insurance to cover its obligations hereunder.

**Recording Rights**

Purchaser shall not itself, nor shall it authorize or grant permission to others to, broadcast, stream, record, or otherwise reproduce the Performance, either in whole or in part, unless specifically permitted to do so pursuant to a separate executed agreement between Producer and Purchaser.

Purchaser shall be responsible, at its sole cost and expense, for securing all necessary third party licenses and clearances (including from, but not limited to, record label and publisher) in connection with its use of Artist's audio/audio-visual footage. Unless otherwise agreed, Purchaser may simulcast (but not record) Artist's performance to IMAG/ "Jumbotrons" in venue only. Producer and Artist acknowledge that Purchaser cannot prevent individual festival attendees from recording Artist's Performance via cell phones/non-professional camera(s).

Purchaser shall indemnify and hold harmless Producer/Artist for any damage Producer/Artist (as applicable) may sustain as a result of Purchaser's failure to comply with the terms of this provision.

**Insurance and Indemnity**

Purchaser shall obtain and maintain, from the date of the Performance Contract through completion of the Performance, at a minimum:

1. Commercial general liability insurance coverage, including a contractual liability endorsement as regards the Performance Contract, liquor liability (either from Purchaser, if Purchaser is furnishing liquor, or from Purchaser's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000), or its local currency equivalent, per occurrence;
2. Business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of Purchaser with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000), or its local currency equivalent, per occurrence; and
3. Workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000), or its local currency equivalent, per claim.
4. For any engagement at which the allowable capacity is Twenty-Five Thousand (25,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000), or its local currency equivalent, per occurrence; and
5. For any engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000), or its local currency equivalent, per occurrence.
6. All of the insurance requirements set forth above shall not be construed as a limitation of any potential

liability on behalf of Purchaser. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) or territory(ies) of the engagement(s) with A.M. Best ratings not less than A minus or better.

7. Purchaser shall furnish Producer/Artist with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming Producer, Artist and Producer/Artist's respective officers, directors, principals, agents, employees and representatives as additional insureds. Producer's failure to request, review or comment on any such certificates shall not affect Producer's rights or Purchaser's obligations hereunder. Upon request, Purchaser shall immediately furnish to Producer/Artist a full and complete copy of all insurance policies required to be maintained by Purchaser herein.

Without limiting or qualifying Producer's liabilities, obligations, or indemnities, Producer will obtain, before the Event, at its sole cost and expense, the insurance set forth below for its operations at the Festival:

- all such insurance shall be endorsed to provide at least thirty (30) days prior written notice of cancellation, non-renewal, or reduction in coverage or limits to Purchaser. In the absence of insurer ability to comply with this endorsement, any changes to such insurance must be with the Purchaser's express permission to be granted in Purchaser's sole and reasonable discretion.
- All insurance policies be issued by an insurance carrier reasonably acceptable to Purchaser with a rating of A VII or better by AM Best, and authorized to do business in Los Angeles, California;

The minimum limits of any general liability policy be not less than One Million Dollars (\$1,000,000) each occurrence and an annual aggregate of Two Million Dollars (\$2,000,000) for bodily injury and property damage combined and fire legal liability. Additionally:

- In the event Producer/Artist intends to throw anything from the stage (including, but not limited to, drum sticks, persons, instruments, t-shirts) or does in practice throw any such items from the stage, Producer use reasonable efforts to secure an endorsement to its CGL policy to cover any "thrown objects" or similar exclusion in said policy.
- In the event Producer brings a vehicle on site, Producer maintain auto liability insurance covering owned, non-owned and leased or hired vehicles with the minimum amounts of \$1,000,000.00 each accident.
- Producer maintain workers compensation insurance as required by the State of California, during the dates they are working with the Festival, including coverage for subcontractors, agents, temporary employees, and volunteers, all if and as required by applicable law.
- Producer supply Purchaser or such other person as Purchaser may direct in writing, with a certificate of insurance and additional insured endorsement that lists the Purchaser and its respective agents, officers, members, directors, and employees; VFLA Eventco, LLC; LAFC StadiumCo, LLC; LAFC Sports, LLC; Major League Soccer; The Los Angeles Memorial Coliseum Commission; The Sixth District Agricultural Association; The University of Southern California; Legends Sports, LLC; The Banc of California; Ticket Provider, Inc.; and Fanatics Inc. as additional insureds.
- Coverage for the additional insureds shall apply on a primary and non-contributory basis for matters for which Producer is responsible for under this Agreement, irrespective of any other insurance (whether collectible or not).

If Producer cannot obtain such insurance and notifies Purchaser at least thirty (30) days prior to the Performance, then Producer may purchase a one-time TULIP policy at a cost not to exceed \$500 per Artist if incorporated, or \$500 for each individual member of Artist if not incorporated. Any such policy shall be deemed to meet any commercial general liability insurance requirements set forth in this Rider (excluding, specifically, any automobile or workers compensation coverage required by law, as such coverage is not provided under Purchaser's TULIP option). Regardless of whether Producer/Artist retains such TULIP policy, Producer/Artist shall still be bound by California state law relative to workers compensation insurance and motor vehicle insurance.

Purchaser hereby agrees to save, indemnify and hold harmless Producer and Artist, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against Producer or Artist or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or



in connection with the engagement, or any acts or omissions of Purchaser or its employees, agents, or other representatives in connection with the transactions contemplated by the Rider and Performance Contract (collectively the "Agreement"), which claim does not directly result from the negligent acts or omissions of the Artist and/or Producer.

Producer shall indemnify and hold harmless Purchaser its agents and employees from any loss, damage, or expense (including reasonable outside attorney's fees) incurred as a result of a third party claim for death, personal injury, or property damage where such claim is the result of the negligence or intentionally wrongful conduct of Producer, Artist, or their respective agents or employees, and where such claim is finalized, in ways including, but not limited to a final judgment by a court of competent jurisdiction, binding alternative dispute resolution (either court mandated or agreed to by the Parties), dispositive motion, or otherwise settled with Artist consent (including alternative dispute resolution), such consent not to be unreasonably withheld or delayed. Producer's obligations to the Purchaser here shall not be limited to a court-filed or maintained complaint.

#### **Name and Likeness**

All aspects of Purchaser's use of Artist's voice, likeness, materials, pictures, photographs, image, or other identification of Artist ("Artist NIL") shall at all times be subject to Producer's prior written approval (such approval not to be unreasonably withheld or delayed), including, but not limited to name or likeness on Festival merchandise and advertising the Performance, other than a simple non-advertisement mention that Artist is performing or non-advertisement schedules of the Performance at the Festival (and such listing or billing order shall be as agreed between the Parties and set forth in the Performance Contract). For clarification, any billing or billing release is subject to the prior, separate, written approval of Producer. Substantially similar subsequent use of Artist NIL specifically related to the Performance shall not require additional Producer approval (which, for clarification, shall not include subsequent use to promote subsequent performances which shall, for clarification, require Producer's separate written approval). Any such use shall not suggest or imply an endorsement of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent Producer's prior written approval in each instance with the exception of billing posters or advertising where such billing is in accordance with the terms set forth in the Performance Contract. Additionally, no sponsorship shall suggest or imply Artist's endorsement of the sponsor, or its product(s) or service(s).

#### **Right to Cancel**

Neither Producer, Artist, nor Purchaser shall have the right to cancel or postpone the Performance, unless specifically stated in the Agreement. In the event Purchaser cancels the Engagement (for any reason), Purchaser agrees to refund all ticket buyers the cost of said tickets in full and Producer and Artist shall have no liability related thereto, unless the cancellation is caused by Producer and/or Artist's negligence or intentional misconduct.

#### **Role of Agent**

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

#### **Purchaser Default**

In the event Purchaser refuses or neglects to comply with any provision hereunder, and or fails to promptly make any required payments to Producer, and/or fails to proceed with the Performance, then such shall be deemed a material breach of the Performance Contract and Producer shall have the right, without prejudice to any other right and remedy, to retain any amounts previously received, receive the full Guarantee, and Producer/Artist shall be relieved of all further obligation(s) in connection herewith and shall have the right to seek all rights and remedies available at law and equity.

If on, or before, the date of the engagement Purchaser fails to comply with any material provision hereunder, has failed, neglected, or refused to perform any contract with Producer/Artist, or if the financial standing of Purchaser

becomes impaired, or if Purchaser fails to fulfill any obligation it may have to a third party relating to the engagement (e.g., excluding site operations personnel with whom there is a legitimate claim by Purchaser for failure to fulfill their obligations under terms thereby agreed), or if Purchaser files for bankruptcy or goes into receivership (or such is reasonably suspected relative to typical promoter cash flow), then Producer may demand full payment of the Guarantee in advance of the engagement as further assurance. If Purchaser fails to provide such further assurance, Producer shall be entitled to all rights and remedies available to it at law or equity, including cancellation of the Performance.

Notwithstanding the above, Purchaser shall have a reasonable opportunity to cure with a notice to cure period of not less than ten (10) days, unless conditions call for a more truncated cure period. All cures must occur within a reasonable period of time prior to the Performance taking into account the minimum of ten (10) day cure period (unless conditions demand otherwise). Purchaser shall immediately cure any failure to remit payment to Producer after at least seven (7) days' notice of non-payment (unless conditions demand otherwise).

Nothing in the Agreement shall require the Parties hereto or Producer or Artist, to commit any illegal act, violate any rules or regulations of any union, guild, or similar entity with jurisdiction over the services or personnel furnished hereunder. Producer or WME may terminate the Agreement in whole or in part upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by Producer or WME, result in non-compliance with any laws, rules and regulations applicable to Producer or WME. In the event of any conflict between any provision of the Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and the Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict.

### **Miscellaneous**

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

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

Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations);

(ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement. To be clear, nothing in this paragraph shall serve as a bar on Purchaser, or any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement, from making lawful contributions to political campaigns, political action committees, or any charitable causes, as well as from providing complimentary access to Purchaser events when applicable and if/as permitted by applicable laws including, but not limited to, local and/or national election laws.

The Agreement (and any attachments hereto including, but not limited to, any production, technical, or Artist rider) constitutes the sole, complete and binding agreement between the Parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the Parties. If any part of the Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of the Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of the Agreement.

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

Neither Party shall have the right to assign or transfer the Agreement, or any provision thereof, without the express written approval of the non-assigning Party.

Nothing contained in the Agreement shall ever be construed to constitute the Parties thereto as a partnership, or joint venture, nor to make WME, Producer, and/or Artist liable in whole or in part for any obligation that may be incurred by Purchaser, in Purchaser's carrying out any of the provisions thereof, or otherwise.

THE PERSONS EXECUTING THE AGREEMENT ON EACH PARTY'S BEHALF WARRANT HIS/HER AUTHORITY TO DO SO, and by entering into the Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is party or by which it may become subject. Purchaser has agreed to the terms of this Rider on a most favored nations basis and will not offer to any other talent agency or agent any terms which are more favorable than those offered and agreed here without first offering and agreeing to the same with WME and in the absence of such agreement then any benefits or terms more favorable than those contained in this Rider shall be deemed to be incorporated in those terms agreed herein.

EXHIBIT A

Any and all recording rights set forth herein are subject to the written approval of Producer (including, but not limited to, Producer's approval over any final edit (e.g., audio/audio-visual edit)), which may be withheld in the sole discretion of Producer. Purchaser will make audio, audio-visual, and photographic recordings of the Festival, including potentially Artist's Performance ("the Materials"). Accordingly, subject to the prior written approval of Producer and Purchaser's clearance obligations as set forth in Addendum A, Producer/Artist grants Purchaser the following rights:

1. to provide clips (of sixty (60) seconds or less) of the Materials to media outlets;
2. to include clips (of sixty (60) seconds or less) of the Materials for inclusion in post-Festival short "sizzle videos" showing highlights of the Festival (with the sizzle video including Performance clips from at least five (5) Festival artists) for use in the United States and online only, for one (1) year following the Festival only;
3. to include clips (of sixty (60) seconds or less) of the Materials for inclusion on the Festival website, and on-line at other websites owned or operated by Purchaser, such as Purchaser's YouTube page for use in the United States and online only, for one (1) year following the Festival only;
4. to record the Performance solely for Purchaser's noncommercial, internal, and archival use only;
5. to post real-time photographs to Purchaser's social media platforms of Artist's Performance contemporaneous with Artist's Performance. Subsequent to Artist's Performance, Artist shall have the right to request the removal of any such photos from Purchaser's social media platforms.
6. to live broadcast on radio a maximum of two (2) songs from Artist's Performance via Purchaser's radio partner provided such broadcast includes at least two (2) songs from at least five (5) Festival artists. At no time, unless agreed upon by Artist, will these songs be played on the radio after twenty- four (24) hours following the Artist's Performance at the Festival. These two songs will be mutually agreed upon by Artist and Purchaser.

With the exception of the rights set forth herein if and as granted and/or approved by Artist's management as indicated by signature below, Purchaser warrants that 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 Producer's prior written consent, which may be withheld in Producer's sole discretion, as applicable.

ONLY SIGN BELOW IF AGREED.

AGREED AND ACCEPTED:

\_\_\_\_\_  
(an authorized signatory)

UNFILED

**EXHIBIT E**

# WAVE

9601 Wilshire Boulevard  
3rd Floor  
Beverly Hills, CA 90210  
USA

Phone: [REDACTED]  
email: [REDACTED].com

**LIZZO**

*BIG GRRRL BIG TOURING, INC*

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

Agreement made 06 Feb 2020 between **BIG GRRRL BIG TOURING, INC** (hereinafter referred to as "PRODUCER") furnishing the services of **LIZZO** (hereinafter referred to as "ARTIST") and **VFLA EVENTCO, LLC/Jason Felts** (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

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

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

VIRGIN FEST (LOS ANGELES)  
Banc of California Stadium Exposition Park  
3939 South Figueroa Street  
Los Angeles, CA 90037  
USA

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

**Sat 06 Jun 2020**  
1  
01:00 PM: Doors  
02:00 PM: Madame Gandhi  
03:15 PM: Tiana Major9  
03:30 PM: Tank & The Bangas  
04:45 PM: Kali Uchis  
06:15 PM: Anderson. Paak; Pending Approval  
08:15 PM: LIZZO; (75 min.)  
TBA: Curfew  
  
Stage: Main Stage, Slot: Closing  
  
Performing unopposed.

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

Headline Festival Billing | 1st Artist billed on overall festival lineup poster (BILLING MUST BE APPROVED IN WRITING BY [REDACTED] OR [REDACTED] AT WME PRIOR TO ANNOUNCE)

**4. COMPENSATION:**

[REDACTED] U.S. Dollars) flat GUARANTEE.

7% CA state withholding tax.

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

**5. PRODUCTION AND CATERING:**

PURCHASER to provide and pay for mutually agreed upon festival sound, lights, and all Artist rider specs (backline, IEMs, etc), per advance.

PURCHASER to provide and pay for all necessary consoles per ARTIST specification, as per advance.

PURCHASER to provide and pay for festival hospitality.

Dressing Room: PURCHASER shall provide ARTIST with Designated Headliner Compound with at least four (4) completely dedicated, fully air-conditioned, secluded and secure dressing rooms. No access will be granted to Compound without written permission from ARTIST management or [REDACTED].com) No other artist will have access to these areas. PURCHASER to provide a dedicated, clean toilet next to their trailer. Purchaser including subsidiaries does not have access to this area without prior approval from Artist Management.

Trailer Breakdown: \*subject to change\*

- 1 x Lizzo (6)
- 2 x Dancers/BV's (15)
- 1 x Crew (12)

The parties acknowledge there shall be NO charge backs to Producer or Artist (including, but not limited to labor and/or production costs) unless such charge back is 1) disclosed to Producer in writing prior to taking any action to incur such action (including, but not limited to the actual costs of the charge back to Producer) and 2) Producer agrees in a separate writing (e-mail to suffice) to incur such charge back at such cost following such disclosure as contemplated in 1). and 3) Purchaser agrees to assume, in writing (e-mail to suffice), such obligation to provide such item pursuant to the charge back.

**Production Contact:**

[REDACTED] (off)  
[REDACTED].com

**6. TRANSPORTATION AND ACCOMMODATIONS:**

- a) Air transportation:
- b) Accommodations:
- c) Air freight and excess baggage:
- d) Ground transportation: PURCHASER to provide and pay for 1st class local ground transportation for band & crew including Airport runs, per Artist specifications. \*\*Lizzo is local, but some crew/dancers are not\*\*
- e) Meals and incidentals:
- f) Other:

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

**7. SPECIAL PROVISIONS:**

Comps: ARTIST shall receive a minimum of Three Hundred and Fifty (350) complimentary Weekend passes, breakdown is mutually agreeable per advance.

Charity: \$1.00 Per Ticket Donation to be made to Charity of Artist's Choice.

VIP SECTION: Need dedicated VIP section on stage right controlled by ARTIST's team to accommodate 300.

Advance: Show MUST be advanced with [REDACTED].com)

- For the avoidance of doubt, commercial deal points, including but not limited to, all special provisions, shall supersede any conflicting provisions in Festival Addendum.
- Nobody is to be onstage during ARTIST's performance without written permission from [REDACTED].com) at WME.
- ARTIST will receive a full sound and light check as required by ARTIST.
- Compensation is for performance only, no other ARTIST participation required.
- Any and all signage on or around the stage must be approved in writing by WME.
- All artwork, promotional and marketing plans and announcement and on-sale dates subject to written approval by WME.
- ARTIST approved logo, photos (to be provided by WME), and website (www.lizzomusic.com) must be used in all advertising.

- All advertising and press releases are to be approved in writing by WME. ARTIST approved logo and photo will be provided by WME, photo, and website (www.lizzomusic.com ) and unless otherwise agreed in writing by Michele Bernstein, must be used in all advertising.

- LIZZO name is not to be used in likeness whatsoever to promote any other event or after party.

- All sponsorship subject to approval by WME. It is understood that this is a sponsored event. However, it is understood there will be no direct brand-endorsement of any kind by ARTIST and/or signage on stage. Branding on speaker scrims and covers are subject to written approval by WME. No digital advertising for any other artists or advertisements on any score board or screen whatsoever. Any and all additional requests to include ARTIST or ARTIST's image (and or any other type of media format) the marketing campaign for this event are subject to review and written approval by WME.

- PURCHASER agrees that the pit will be scaled GA standing.

- PURCHASER to provide and pay for a dedicated runner for ARTIST use day of show.

- It is agreed and understood that LIZZO is allowed to use mutually agreeable Pyro effects, Fireworks and lasers, all subject to city approval. PURCHASER to procure and pay for all necessary permits and documents as required for ARTIST to use Pyrotechnics, Fireworks and lasers.

- PURCHASER to provide and pay for any required radio frequency permits associated with ARTIST's use of wireless microphones (or other similar wireless audio/video equipment).

- ARTIST approved photography only.

- There are to be no stage announcements following the conclusion of direct support and prior to Artist performance.

- There are to be no lighting restrictions whatsoever.

- ARTIST shall have complete control of video content displayed on their stage.

- ARTIST reserves the right to advance finalized 2020 festival rider requirements at a later point in time. PURCHASER agrees to make best effort to accommodate requirements and provide MFN festival headliner hospitality onsite.

Recording/Streaming: This contract is specifically for a live performance. There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of PRODUCER/ARTIST or PRODUCER/ARTIST'S performance by Purchaser and Purchaser shall not permit or authorize others to do any of the foregoing without prior written approval by Artist Management. PURCHASER acknowledges and agrees PRODUCER and/or ARTIST grants no right to PURCHASER or any entity acting at PURCHASER'S direction to record ARTIST'S performance and/or B roll or other ancillary footage of ARTIST at the engagement. Any such recording is subject to PRODUCER'S separate written approval which may be withheld in PRODUCER'S sole discretion. In the event that PRODUCER grants PURCHASER any such rights, ownership of any recordings (Including but not limited to any underlying rights (e.g. Compositions)) shall remain exclusively with PRODUCER and/or ARTIST.

CANCELLATION: Subject to the terms of the agreed upon festival rider ARTIST may not cancel performance within 60 days of the performance without cause. In the event of unilateral cancellation by PURCHASER for any reason, Artist will retain 100% of Artist guarantee.

Meet & Greet/Interviews: PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet or greets, or otherwise without PRODUCER'S prior written consent, which shall be given or withheld in PRODUCER'S sole discretion.

Marketing/Promo: Not a contingent or material deal point for confirmation. Reasonable efforts will be made to fulfill specific asks of ARTIST subject to management approval.

Artist shall not perform a publicly advertised engagement within 120 miles of the applicable Venue, for a period of 120 days prior to or 0 days after the performance of the Engagement at this applicable Venue.

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

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



Producer/Artist will not authorize the advertising of a subsequent public performance by Artist to be held within such radius, until the completion of the Engagement at the applicable Venue herein, unless such Engagement is sold out or unless such advertising is approved by Purchaser.

Artist shall not perform at any Festival (any engagement with 5 or more artists) within 250 miles of Los Angeles, CA and/or at more than 7 U.S. Festivals during same calendar year as VIRGIN FEST performance. Artist will not advertise or announce any Artist shows that are to occur within 150 miles of Los Angeles, CA during 2020 until after the last day of the Festival.\* Performances of any kind within any distance of Los Angeles, CA and taking place after completion of entire VIRGIN FEST event are permitted provided there is no announce or advertising of ANY kind prior to the completion of VIRGIN FEST. The Radius Clause shall not apply to private performances that are not open to the public and/or award shows. Carve Outs: Los Angeles Dodgers Gala on May 21. Outside Lands Festival. No other private engagements will be prohibited

**8. ARTIST RIDER:**

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

**9. CURRENCY AND EXCHANGE RATE:**

**10. PAYMENT TERMS:**

a. DEPOSIT in the amount of [REDACTED] USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC (Due to WME Immediately Upon Confirmation and Issuing of Contract)

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

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC  
ATTN [REDACTED]  
9601 Wilshire Boulevard  
3rd Floor  
Beverly Hills, CA 90210  
USA

OR via bank wire as follows:

[REDACTED]	Account Name: WME Entertainment, LLC Account Number: [REDACTED] ABA Number: [REDACTED] ORG: VFLA EVENTCO, LLC [REDACTED] WME booking code: [REDACTED]
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*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).*

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

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

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

**11. SCALING AND TICKET PRICES:**

	CAP.	TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sat 06 Jun 8:00 PM	25,000	GA Standing		0	0	0							\$1.00	\$-1.00	
	25,000			0	0	0									

**SCALING NOTES:**

2020 Ticket Prices: TBD

There is a minimum \$1 per ticket donation included in all ticket prices to Virgin Unite (the non-profit 501c3 arm of Virgin). Virgin Unite will serve as the syndicator to all charities for VIRGIN FEST and will administer and oversee all governance of the same.

Comps: ARTIST shall receive a minimum of Three Hundred and Fifty (350) complimentary Weekend passes, breakdown is mutually agreeable per advance.

ADJUSTED GROSS POTENTIAL:
TAX:
NET POTENTIAL:

**12. EXPENSES:**

N/A

**13. MERCHANDISING:**

Venue sells; All Merchandise [REDACTED] ARTIST. Artist is allowed to sell a mutually agreeable number of items. MFN Headliner Merch Rate

**14. VISAS AND WORK PERMIT**

**15. TAXES:**

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

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

By:

VFLA EVENTCO, LLC [REDACTED] USA Care of: [REDACTED] Virgin Fest
--

By:

BIG GRRRL BIG TOURING, INC Fed ID: [REDACTED]
--

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: [REDACTED]

UNFILLED

## Addendum A

### Virgin Festival Los Angeles - Festival Rider

This Festival Rider ("Rider" or "Addendum A"), being entered into between "Purchaser" and "Producer" f/s/o "Artist" (as such terms are defined on the WME-issued performance contract; "Performance Contract"), shall be attached to and made part of any Performance Contract with respect to Artist's performance at a "festival" or similar event ("Performance"). In the event of conflict between the Rider and the Performance Contract, the Rider shall control, *unless* the conflict is with respect to deal terms (e.g., deposit, exclusivity, show schedule, billing and merchandise) in which case the Performance Contract shall control. Purchaser and Producer may be individually referred to herein as "Party" or collectively as "Parties". Accordingly, the parties hereto agree as follows:

#### Deposit<sup>1</sup>

##### Headliners (Artists with top billing):

- 50% deposit in agency's client trust account upon confirmation; and
- 50% deposit in agency's client trust account prior to announce.

##### All other acts:

- 50% deposit in agency's client trust account prior to announce; and
- Balance in agency's client trust account ninety days prior to performance.

In any event, Purchaser shall not announce, advertise, or promote Artist's involvement with the engagement until Producer has authorized such in writing.

All payments shall be made in full without any deductions whatsoever unless otherwise noted on the Performance Contract. Producer and Purchaser shall be responsible for payment of all of their own respective tax(es) (including, without limitation, in the case of Purchaser, Amusement Tax(es) where required).

#### Exclusivity

Exclusivity terms per the Performance Contract. This shall not apply to private performance not open or advertised to the public, and/or award shows. Any preapproved public performances within this exclusivity shall be set forth in the Performance Contract or otherwise approved in writing.

#### Facilities

Purchaser must provide a suitable festival venue (e.g. outdoor, green field/beach setting with temporary and/or permanent structure) venue, with festival standard quality sound, stage, and lighting; adequate security; and festival standard quality hospitality accommodations (subject to specific delineations set forth in the Performance Contract). Any deviation therefrom shall be specifically noted on the Performance Contract.

Purchaser shall be solely responsible for providing a safe environment for the engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the engagement, and security, so that the engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). Producer/Artist shall have no liability for any damage or injury caused by such Adverse Conditions. Purchaser shall comply with all applicable laws and regulations (including, without limitation, health and safety) union requirements, if any, and shall supply and pay for all necessary permits and licenses (including without limitation, local or city permits and performing rights licenses). Purchaser confirms that it is familiar with the Event Safety Alliance (ESA) Event Safety Guide, Yourope Event Safety Group (YES) Health & Safety Standard (2014) or similar industry standard safety guidelines and, without prejudice to the obligations assumed herein, agrees to adhere to such industry or similar standards, particularly regarding any Festival site evacuation plan for any such Adverse Conditions. Notwithstanding the foregoing, Producer shall remain responsible for any damage to the premises, Festival site, structures on site, and/or other property or equipment caused by Producer or Artist's negligent acts or omissions, or intentional conduct (reasonable wear and tear excepted). Producer and/or Artist shall not use any pyrotechnics and/or lasers during the Performance without Purchaser's prior, express, written permission. Any pyrotechnics or lasers permitted shall be set forth in the Performance

<sup>1</sup> Any sums (e.g., Deposit and/or Guarantee) remitted under the Performance Contract and/or this Rider are in consideration for, among other things, Producer's furnishing the services of Artist's performance (including, but not limited to: exclusivity of Artist's performance within a certain geographic area and during a certain time; advertising of the performance (including use of Artist's name, likeness, and image); solicitation of sponsorships and ticket sales based upon Artist's name, likeness, and image, and personal performance at the contracted-for engagement). The sums remitted under this Agreement are non-refundable, except in instances specifically set out herein.

Contract.

**Excused Performance**

A "Force Majeure Event" means any act beyond the reasonable control of Producer, Artist, or Purchaser which makes any performance by Artist impossible, infeasible, or unsafe (including, but not limited to, acts of God, terrorism, failure or delay of transportation, death, illness, or injury of Artist or Artist's immediate family (e.g. spouses, siblings, children, parents), and civil disorder). In the event of cancellation due to Force Majeure then all parties will be fully excused and there shall be no claim for damages, and subject to the terms set forth herein, Producer shall return any deposit amount(s) (i.e., any amount paid to Producer pursuant to the Performance Contract prior to payment of the Balance) previously received (unless otherwise agreed). However, if the Artist is otherwise ready, willing, and able to perform Purchaser will pay Producer the full Guarantee unless such cancellation is the result of Artist's death, illness, or injury, or that of its immediate family, in which case Producer shall return such applicable pro-rata portion of the Guarantee previously received unless otherwise agreed.

Inclement Weather (e.g., hurricane, flood, storm, tornadoes, high winds, electrical storm) shall not be considered a Force Majeure Event and Purchaser shall pay Producer the full Guarantee, plus any additional reimbursement(s) and/or compensation(s) as may be due under the Performance Contract, for any and all cancellation(s) due to Inclement Weather at the Festival location or Festival city which prevents performance (including weather affecting ingress to the Festival site and/or the city of performance subject to Producer/Artist's obligation to use reasonable efforts to arrive at the Festival site by alternative means if any particular ingress route is so affected). For clarification, Inclement Weather in another location that affects the Artist's ability to travel to the Festival or otherwise perform at the Festival, shall not be considered a Force Majeure Event, but rather, shall be the responsibility of the Producer and Artist, and Producer shall return to the Purchaser any sums previously received unless otherwise agreed.

Purchaser represents and warrants it has sufficient funds and/or insurance to cover its obligations hereunder.

**Recording Rights**

Purchaser shall not itself, nor shall it authorize or grant permission to others to, broadcast, stream, record, or otherwise reproduce the Performance, either in whole or in part, unless specifically permitted to do so pursuant to a separate executed agreement between Producer and Purchaser.

Purchaser shall be responsible, at its sole cost and expense, for securing all necessary third party licenses and clearances (including from, but not limited to, record label and publisher) in connection with its use of Artist's audio/audio-visual footage. Unless otherwise agreed, Purchaser may simulcast (but not record) Artist's performance to IMAG/"Jumbotrons" in venue only. Producer and Artist acknowledge that Purchaser cannot prevent individual festival attendees from recording Artist's Performance via cell phones/non-professional camera(s).

Purchaser shall indemnify and hold harmless Producer/Artist for any damage Producer/Artist (as applicable) may sustain as a result of Purchaser's failure to comply with the terms of this provision.

**Insurance and Indemnity**

Purchaser shall obtain and maintain, from the date of the Performance Contract through completion of the Performance, at a minimum:

1. Commercial general liability insurance coverage, including a contractual liability endorsement as regards the Performance Contract, liquor liability (either from Purchaser, if Purchaser is furnishing liquor, or from Purchaser's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000), or its local currency equivalent, per occurrence;
2. Business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of Purchaser with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000), or its local currency equivalent, per occurrence; and
3. Workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000), or its local currency equivalent, per claim.
4. For any engagement at which the allowable capacity is Twenty-Five Thousand (25,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000), or its local currency equivalent, per occurrence; and
5. For any engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000), or its local currency equivalent, per occurrence.
6. All of the insurance requirements set forth above shall not be construed as a limitation of any potential

liability on behalf of Purchaser. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) or territory(ies) of the engagement(s) with A.M. Best ratings not less than A minus or better.

7. Purchaser shall furnish Producer/Artist with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming Producer, Artist and Producer/Artist's respective officers, directors, principals, agents, employees and representatives as additional insureds. Producer's failure to request, review or comment on any such certificates shall not affect Producer's rights or Purchaser's obligations hereunder. Upon request, Purchaser shall immediately furnish to Producer/Artist a full and complete copy of all insurance policies required to be maintained by Purchaser herein.

Without limiting or qualifying Producer's liabilities, obligations, or indemnities, Producer will obtain, before the Event, at its sole cost and expense, the insurance set forth below for its operations at the Festival:

- all such insurance shall be endorsed to provide at least thirty (30) days prior written notice of cancellation, non-renewal, or reduction in coverage or limits to Purchaser. In the absence of insurer ability to comply with this endorsement, any changes to such insurance must be with the Purchaser's express permission to be granted in Purchaser's sole and reasonable discretion.
- All insurance policies be issued by an insurance carrier reasonably acceptable to Purchaser with a rating of A VII or better by AM Best, and authorized to do business in Los Angeles, California;

The minimum limits of any general liability policy be not less than One Million Dollars (\$1,000,000) each occurrence and an annual aggregate of Two Million Dollars (\$2,000,000) for bodily injury and property damage combined and fire legal liability. Additionally:

- In the event Producer/Artist intends to throw anything from the stage (including, but not limited to, drum sticks, persons, instruments, t-shirts) or does in practice throw any such items from the stage, Producer use reasonable efforts to secure an endorsement to its CGL policy to cover any "thrown objects" or similar exclusion in said policy.
- In the event Producer brings a vehicle on site, Producer maintain auto liability insurance covering owned, non-owned and leased or hired vehicles with the minimum amounts of \$1,000,000.00 each accident.
- Producer maintain workers compensation insurance as required by the State of California, during the dates they are working with the Festival, including coverage for subcontractors, agents, temporary employees, and volunteers, all if and as required by applicable law.
- Producer supply Purchaser or such other person as Purchaser may direct in writing, with a certificate of insurance and additional insured endorsement that lists the Purchaser and its respective agents, officers, members, directors, and employees; VFLA Eventco, LLC; LAFC StadiumCo, LLC; LAFC Sports, LLC; Major League Soccer; The Los Angeles Memorial Coliseum Commission; The Sixth District Agricultural Association; The University of Southern California; Legends Sports, LLC; The Banc of California; Ticket Provider, Inc.; and Fanatics Inc. as additional insureds.
- Coverage for the additional insureds shall apply on a primary and non-contributory basis for matters for which Producer is responsible for under this Agreement, irrespective of any other insurance (whether collectible or not).

If Producer cannot obtain such insurance and notifies Purchaser at least thirty (30) days prior to the Performance, then Producer may purchase a one-time TULIP policy at a cost not to exceed \$500 per Artist if incorporated, or \$500 for each individual member of Artist if not incorporated. Any such policy shall be deemed to meet any commercial general liability insurance requirements set forth in this Rider (excluding, specifically, any automobile or workers compensation coverage required by law, as such coverage is not provided under Purchaser's TULIP option). Regardless of whether Producer/Artist retains such TULIP policy, Producer/Artist shall still be bound by California state law relative to workers compensation insurance and motor vehicle insurance.

Purchaser hereby agrees to save, indemnify and hold harmless Producer and Artist, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against Producer or Artist or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or

in connection with the engagement, or any acts or omissions of Purchaser or its employees, agents, or other representatives in connection with the transactions contemplated by the Rider and Performance Contract (collectively the "Agreement"), which claim does not directly result from the negligent acts or omissions of the Artist and/or Producer.

Producer shall indemnify and hold harmless Purchaser its agents and employees from any loss, damage, or expense (including reasonable outside attorney's fees) incurred as a result of a third party claim for death, personal injury, or property damage where such claim is the result of the negligence or intentionally wrongful conduct of Producer, Artist, or their respective agents or employees, and where such claim is finalized, in ways including, but not limited to a final judgment by a court of competent jurisdiction, binding alternative dispute resolution (either court mandated or agreed to by the Parties), dispositive motion, or otherwise settled with Artist consent (including alternative dispute resolution), such consent not to be unreasonably withheld or delayed. Producer's obligations to the Purchaser here shall not be limited to a court-filed or maintained complaint.

#### **Name and Likeness**

All aspects of Purchaser's use of Artist's voice, likeness, materials, pictures, photographs, image, or other identification of Artist ("Artist NIL") shall at all times be subject to Producer's prior written approval (such approval not to be unreasonably withheld or delayed), including, but not limited to name or likeness on Festival merchandise and advertising the Performance, other than a simple non-advertisement mention that Artist is performing or non-advertisement schedules of the Performance at the Festival (and such listing or billing order shall be as agreed between the Parties and set forth in the Performance Contract). For clarification, any billing or billing release is subject to the prior, separate, written approval of Producer. Substantially similar subsequent use of Artist NIL specifically related to the Performance shall not require additional Producer approval (which, for clarification, shall not include subsequent use to promote subsequent performances which shall, for clarification, require Producer's separate written approval). Any such use shall not suggest or imply an endorsement of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent Producer's prior written approval in each instance with the exception of billing posters or advertising where such billing is in accordance with the terms set forth in the Performance Contract. Additionally, no sponsorship shall suggest or imply Artist's endorsement of the sponsor, or its product(s) or service(s).

#### **Right to Cancel**

Neither Producer, Artist, nor Purchaser shall have the right to cancel or postpone the Performance, unless specifically stated in the Agreement. In the event Purchaser cancels the Engagement (for any reason), Purchaser agrees to refund all ticket buyers the cost of said tickets in full and Producer and Artist shall have no liability related thereto, unless the cancellation is caused by Producer and/or Artist's negligence or intentional misconduct.

#### **Role of Agent**

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

#### **Purchaser Default**

In the event Purchaser refuses or neglects to comply with any provision hereunder, and or fails to promptly make any required payments to Producer, and/or fails to proceed with the Performance, then such shall be deemed a material breach of the Performance Contract and Producer shall have the right, without prejudice to any other right and remedy, to retain any amounts previously received, receive the full Guarantee, and Producer/Artist shall be relieved of all further obligation(s) in connection herewith and shall have the right to seek all rights and remedies available at law and equity.

If on, or before, the date of the engagement Purchaser fails to comply with any material provision hereunder, has failed, neglected, or refused to perform any contract with Producer/Artist, or if the financial standing of Purchaser

becomes impaired, or if Purchaser fails to fulfill any obligation it may have to any third party relating to the engagement (e.g., excluding site operations personnel with whom there is a legitimate claim by Purchaser for failure to fulfill their obligations under terms thereby agreed), or if Purchaser files for bankruptcy or goes into receivership (or such is reasonably suspected relative to typical promoter cash flow), then Producer may demand full payment of the Guarantee in advance of the engagement as further assurance. If Purchaser fails to provide such further assurance, Producer shall be entitled to all rights and remedies available to it at law or equity, including cancellation of the Performance.

Notwithstanding the above, Purchaser shall have a reasonable opportunity to cure with a notice to cure period of not less than ten (10) days, unless conditions call for a more truncated cure period. All cures must occur within a reasonable period of time prior to the Performance talking into account the minimum of ten (10) day cure period (unless conditions demand otherwise). Purchaser shall immediately cure any failure to remit payment to Producer after at least seven (7) days' notice of non-payment (unless conditions demand otherwise).

Nothing in the Agreement shall require the Parties hereto or Producer or Artist, to commit any illegal act, violate any rules or regulations of any union, guild, or similar entity with jurisdiction over the services or personnel furnished hereunder. Producer or WME may terminate the Agreement in whole or in part upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by Producer or WME, result in non-compliance with any laws, rules and regulations applicable to Producer or WME. In the event of any conflict between any provision of the Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and the Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict.

### Miscellaneous

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

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

Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations);

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(ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement. To be clear, nothing in this paragraph shall serve as a bar on Purchaser, or any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement, from making lawful contributions to political campaigns, political action committees, or any charitable causes, as well as from providing complimentary access to Purchaser events when applicable and if/as permitted by applicable laws including, but not limited to, local and/or national election laws.

The Agreement (and any attachments hereto including, but not limited to, any production, technical, or Artist rider) constitutes the sole, complete and binding agreement between the Parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the Parties. If any part of the Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of the Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of the Agreement.

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

Neither Party shall have the right to assign or transfer the Agreement, or any provision thereof, without the express written approval of the non-assigning Party.

Nothing contained in the Agreement shall ever be construed to constitute the Parties thereto as a partnership, or joint venture, nor to make WME, Producer, and/or Artist liable in whole or in part for any obligation that may be incurred by Purchaser, in Purchaser's carrying out any of the provisions thereof, or otherwise.

THE PERSONS EXECUTING THE AGREEMENT ON EACH PARTY'S BEHALF WARRANT HIS/HER AUTHORITY TO DO SO, and by entering into the Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is party or by which it may become subject. Purchaser has agreed to the terms of this Rider on a most favored nations basis and will not offer to any other talent agency or agent any terms which are more favorable than those offered and agreed here without first offering and agreeing to the same with WME and in the absence of such agreement then any benefits or terms more favorable than those contained in this Rider shall be deemed to be incorporated in those terms agreed herein.

EXHIBIT A

Any and all recording rights set forth herein are subject to the written approval of Producer (including, but not limited to, Producer's approval over any final edit (e.g., audio/audio-visual edit)), which may be withheld in the sole discretion of Producer. Purchaser will make audio, audio-visual, and photographic recordings of the Festival, including potentially Artist's Performance ("the Materials"). Accordingly, subject to the prior written approval of Producer and Purchaser's clearance obligations as set forth in Addendum A, Producer/Artist grants Purchaser the following rights:

1. to provide clips (of sixty (60) seconds or less) of the Materials to media outlets;
2. to include clips (of sixty (60) seconds or less) of the Materials for inclusion in post-Festival short "sizzle videos" showing highlights of the Festival (with the sizzle video including Performance clips from at least five (5) Festival artists) for use in the United States and online only, for one (1) year following the Festival only;
3. to include clips (of sixty (60) seconds or less) of the Materials for inclusion on the Festival website, and on-line at other websites owned or operated by Purchaser, such as Purchaser's YouTube page for use in the United States and online only, for one (1) year following the Festival only;
4. to record the Performance solely for Purchaser's noncommercial, internal, and archival use only;
5. to post real-time photographs to Purchaser's social media platforms of Artist's Performance contemporaneous with Artist's Performance. Subsequent to Artist's Performance, Artist shall have the right to request the removal of any such photos from Purchaser's social media platforms.
6. to live broadcast on radio a maximum of two (2) songs from Artist's Performance via Purchaser's radio partner provided such broadcast includes at least two (2) songs from at least five (5) Festival artists. At no time, unless agreed upon by Artist, will these songs be played on the radio after twenty- four (24) hours following the Artist's Performance at the Festival. These two songs will be mutually agreed upon by Artist and Purchaser.

With the exception of the rights set forth herein if and as granted and/or approved by Artist's management as indicated by signature below, Purchaser warrants that 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 Producer's prior written consent, which may be withheld in Producer's sole discretion, as applicable.

ONLY SIGN BELOW IF AGREED.

AGREED AND ACCEPTED:



(an authorized signatory)