

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND 2007 NIGHT RANGER, LLC**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and 2007 Night Ranger, LLC (the “Producer”), furnishing the services of Night Ranger (the “Artist”) for 2009 Heritage Festival entertainment, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk



WILLIAM MORRIS AGENCY, LLC
TALENT AND LITERARY AGENCY

One William Morris Place
Beverly Hills, CA 90212
USA
Phone: +1 310-859-4511
email: bja@wma.com

NIGHT RANGER

2007 NIGHT RANGER, LLC

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

Agreement made 30 Jan 2009 between 2007 NIGHT RANGER, LLC (hereinafter referred to as "PRODUCER") furnishing the services of NIGHT RANGER (hereinafter referred to as "ARTIST") and VILLAGE OF DOWNERS GROVE/~~From Sundek~~ (hereinafter referred to as "PURCHASER")
DAVE FIELDMAN

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):

DOWNERS GROVE HERITAGE FESTIVAL
Downers Grove, IL 60515

2. DATE(S) OF ENGAGEMENT: Fri 26 Jun 2009

- a. Number of Shows: 1
- b. Show Schedule(s): TBA: Doors
TBA: NIGHT RANGER
TBA: Curfew

3. BILLING (in all forms of advertising):

100% Festival Headline Billing.

4. COMPENSATION:

\$16,500.00 USD (Sixteen Thousand, Five Hundred U.S. Dollars) flat GUARANTEE.

REIMBURSEMENT(S):
\$1,500.00 USD for Backline

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

5. PRODUCTION AND CATERING:

- PURCHASER to provide and pay for sound and lights per ARTIST specifications.
- PURCHASER to reimburse ARTIST \$1,500 for backline.

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation: N/A
- b) Accommodations: --PURCHASER to provide and pay for hotel accommodations per ARTIST specifications to include ten (10) singles for one (1) night.
- c) Air freight and excess baggage: N/A
- d) Ground transportation: --PURCHASER to provide and pay for local ground transportation per ARTIST specifications.
- e) Other: N/A

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

7. SPECIAL PROVISIONS:

- PURCHASER shall provide and pay for, at no cost to ARTIST, any and all rider requirements.
- ARTIST to receive thirty - 30 - complimentary tickets per engagement unless otherwise noted by management or William Morris.
- PURCHASER must contact Alanna Uhrich (416-469-1866 x224) prior to on sale to discuss possible pre-sales and VIP packages.
- All pre-sales are exclusive through www.nightranger.com.
- All performances must be advanced with Terry Finley. He can be reached via mobile at -- (503) 708-3753 - or via e-mail - tfinley266@aol.com
- All press requests can be directed to Amanda Cagan of ABC Public Relations. She may be reached via e-mail at - Amanda@abc-pr.com - or via phone - (818) 990-6876 -.
- Requests for promotional materials can be directed to Nathan Gregory of McGhee Entertainment. He may be reached via e-mail at - nathan@mcgheela.com -.
- Admats, Ad-plans and Ticket-headers must be approved prior to the on-sale.
- Approved artwork may be found at - http://www.wma.com/night%5Franger/imgs/night_ranger_1.jpg -.
- There is to be no stage announcements and no signage on or around the stage.
- No radio station presents/co-promotes without prior written permission from Brian Ahern - bja@wma.com - or Steve Hauser - srh@wma.com - at William Morris.
- No audio or video recording, live broadcasts or webcasts without prior written permission from ARTIST management.
- There shall be no use of ARTIST'S name, likeness, logo or otherwise on any merchandise without prior written approval from management.
- THE BALANCE OF THE GUARANTEE SHALL BE PAID TO ARTIST OR ARTIST'S REPRESENTATIVE ON THE NIGHT OF THE PERFORMANCE VIA CASH, CERTIFIED/CASHIERS CHECK OR MONEY ORDER IN US CURRENCY.
- ALL BANK WIRES SHOULD BE DIRECTED TO THE FOLLOWING ADDRESS:

William Morris Agency, LLC
City National Bank
400 North Roxbury Drive
Beverly Hills, California 90210
ABA#: 122016066
Account #: 001060801
PLEASE REFERENCE NIGHT RANGER AND SHOW DATE.

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:

N/A

10. PAYMENT TERMS:

a. **DEPOSIT in the amount of \$8,250.00 USD** shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS AGENCY, LLC, to be received not later than **26 May 2009**;

All deposit payments shall be paid via certified or cashier's check, or bank wire as follows:

CITY NATIONAL BANK 400 North Roxbury Drive Beverly Hills, CA 90210	ABA no.: 122016066 / Swift no.: CINAUS6L William Morris Agency Account No.: 001060801 ORG: Village of Downers Grove / REF: Night Ranger / Jun 26, 2009
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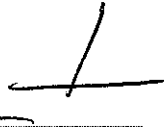
Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).

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.

FLAT RATE. 

11. SCALING AND TICKET PRICES:

	CAP. TYPE	GROSS PRICE	COMPS	KILLS	SELLABLE	FAG. FEE	PARKING	CHARITY	OTHER	NET PRICE	GROSS POT.
Fri 26 Jun 8:00 PM	4,000 GA Standing	\$5.00	0	0	4,000					\$5.00	\$20,000.00
	4,000		0	0	4,000						\$20,000.00

SCALING NOTES:

There will be a \$5.00 cover charge to enter the beer garden area, capacity: 3500-4000.

ADJUSTED GROSS POTENTIAL:	\$20,000.00
TAX:	
NET POTENTIAL:	\$20,000.00

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Backline	\$1,500.00				
Expense Totals:	\$1,500.00				

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:

Artist sells; All Merchandise: 100.0% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:


N/A


15. TAXES:

N/A

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: 

By: 

VILLAGE OF DOWNERS GROVE

~~Ron Sandeek~~ DAVE FIELDMAN

801 Burlington Avenue
Downers Grove, IL 60515
USA

Care of: Mary Scalzetti
Downers Grove Heritage Festival

2007 NIGHT RANGER, LLC

Fed ID: 20-8946260

Return all signed contracts to WILLIAM MORRIS AGENCY, LLC at the address above; Attention: Ahern

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

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

B. TICKETS

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

No tickets
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C. FACILITIES

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

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D. PRODUCTION CONTROL

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

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement.

Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

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

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) called for herein is prevented by such weather conditions, regardless of which party (PRODUCER, ARTIST or PURCHASER) cancels the Engagement. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party. PRODUCER shall have the sole right to determine in good faith whether any weather conditions shall render the performance(s) impossible, infeasible, hazardous or unsafe.

G. PRODUCER'S RIGHT TO CANCEL

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

H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and

announcements.

(2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

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

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement.

K. PURCHASER DEFAULT

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

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

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, public and comprehensive general liability insurance coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any) indemnifying and holding PRODUCER, ARTIST and ARTIST's traveling party and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives, harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement or arising out of or in connection with this Agreement. The foregoing policies maintained by PURCHASER shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives, and each policy shall contain all appropriate riders and endorsements. PURCHASER will provide evidence of the existence of the insurance coverage referred to herein by naming PRODUCER, ARTIST, and their respective officers, directors,

principals, agents, employees and representatives, as "additional insureds" and providing PRODUCER with originals or copies of certificates of insurance so reflecting and providing that PRODUCER shall be notified in writing by the insurance carrier of any change or modification in the policy, not less than fifteen (15) days prior to the effective date of such change. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder.

(2) Without limiting the generality of the foregoing, PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney's fees, 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 for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF AGENT

WILLIAM MORRIS AGENCY, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Agency, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Agency, or any of its officers, directors, principals, agents, employees and representatives 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.

N. NOTICES

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

O. CONTROLLING PROVISIONS

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

P. LIMITATION OF LIABILITY

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

Q. MISCELLANEOUS PROVISIONS

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

(2) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties.

(3) This Agreement shall be construed in accordance with the laws of the State of ~~California~~ ^{ILLINOIS} applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in ~~Los Angeles~~ ^{Dulage} County in the State of ~~California~~ ^{ILLINOIS} in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in ~~Los Angeles~~ ^{Dulage} County in the State of ~~California~~ ^{ILLINOIS} 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.

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

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

(6) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or

ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

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

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