



OFFICE OF THE GENERAL COUNSEL

November 16, 2022

**VIA EMAIL**

Office of the Attorney General  
700 Capital Avenue  
Frankfort, KY 40601  
[OAGAppeals@ky.gov](mailto:OAGAppeals@ky.gov)

In re: Open Records Appeal – Log # **202200418**

Dear Attorney General Cameron:

This letter will serve as Western Kentucky University's ("WKU") response to the above referenced open records appeal.

WKU's student newspaper, the College Heights Herald ("Herald"), appeals the redaction of a Hospitality Rider in an eighteen (18) page contract between WKU and Diesel/Shaquille O'Neal ("Diesel") produced to the Herald in response to an Open Records Act request. While WKU's initial response to the Herald contained only the requested documents, which are submitted with this response, subsequent communication with the Herald journalist who initiated the request cited to the statutory exemption KRS 61.878(1) (c) as the basis for the redaction.

Under KRS 61.878(1), the following records may be exempt:

- (c) Records confidentiality disclosed to an agency or required by the agency to be disclosed to it which are generally recognized as confidential or proprietary and which if disclosed would permit an unfair commercial advantage to competitors....

Pursuant to section 14.5 of WKU's contract with Diesel, WKU was obligated to notify Wasserman Music/Mine o' Mine Holdings ("Wasserman") of any open records requests for the Contract and provide Wasserman with the opportunity to protect their respective interests within the confines of the Kentucky Open Records Act. Through this obligation, confidential, proprietary information, as submitted by Wasserman, was redacted consistent with KRS 61.878(1) (c).

While WKU acknowledges that burden is on WKU to prove an exemption applies pursuant to KRS 61.880(2) (c), for the reason stated here, the Hospitality Rider appealed in this action is confidential, proprietary information per Wasserman and should be exempt/remain redacted from disclosure.

The nature of the information contained in the Hospitality Rider relates to artist preference for specific products, transportation and accommodation which contain actual or anticipated business relationships, and upon information and belief is generally recognized in the entertainment industry as confidential. WKU

*The Spirit Makes the Master*

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contacted Wasserman for additional explanation as to why the redacted information is confidential and proprietary, but as of the date of this Response deadline, Wasserman has not responded.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Andrea P. Anderson". The signature is fluid and cursive, with a long horizontal flourish at the end.

Andrea Anderson  
General Counsel, Western Kentucky University

**DIESEL / Shaquille O'Neal | Western Kentucky University | Bowling Green, KY | Fri, Oct 21, 2022**

THIS PERFORMANCE CONTRACT is dated Thursday, September 1, 2022 by and between [REDACTED] ("COMPANY"), which shall furnish the services of DIESEL / Shaquille O'Neal ("ARTIST"), and WESTERN KENTUCKY UNIVERSITY ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement. The parties hereto hereby acknowledge and agree that upon execution hereof, this Agreement shall supersede and replace the prior agreement between the parties dated as of Thursday, August 18, 2022 which shall no longer be deemed to be in force or effect.

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

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

**1. ENGAGEMENT / VENUE:**

VENUE: Western Kentucky University (the "Venue")

ADDRESS: South Lawn  
1620 Avenue of Champions  
Bowling Green, KY 42101  
United States

DATE OF SHOW: Friday, October 21st, 2022  
\*Do Not Announce (the "Date of Engagement")

DOORS: TBD (Tailgate area opens)

ARTIST TIME: 4:30PM (60-minute set)

CURFEW: TBD (Game conclusion)

AGES: All Ages

**2. COMPENSATION:**

\$ 130,000.00 guaranteed to ARTIST (the "Guarantee").

Flat Guarantee

Rain or shine.

PURCHASER TO PROVIDE (as expanded upon in the clauses below):

- Hotels
- Ground
- Backline

**3. PAYMENT TERMS:**

The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by University check not later than the evening of the Engagement.

**4. PRODUCTION:**

PURCHASER will provide all required backline per ARTIST rider and thorough production advance.

**5. OTHER PROVISION(S):**

CONTENT, CONDUCT RESTRICTIONS: ARTIST must adhere to PG-13 standards when addressing the audience.

SPONSORS, SPONSORSHIP SIGNAGE: All sponsorships and sponsor signage/marketing/advertising must be approved in advance by ARTIST.

MARKETING: Social Media Participation & Event promotion is per ARTIST's and/or MANAGEMENT approval, will be consistent with the tone and frequency of artists social media presence.

PURCHASER to use ONLY approved artwork as found at [REDACTED]. These assets must be used on any and all marketing and promotional materials featuring usage or reference to ARTIST's name, image, logo or likeness. Additionally, any



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(310) 407-0200

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**DIESEL / Shaquille O'Neal | Fri, Oct 21, 2022**

marketing materials referencing the above must be explicitly approved by PRODUCER prior to any announcement or public usage.

RECORDING + PHOTOGRAPHY: Photography is limited to the first fifteen (15) minutes of ARTIST's performance. ARTIST (and/or ARTIST's tour manager) reserves the right to limit stage access of photographers and/or other event staff (within reason) during, and immediately prior to and after ARTIST's performance. Additionally, ARTIST reserves the right to approve any and all photography content prior to any and all public or internal usage.

Absolutely no commercial, internal, or otherwise known audio or video recording of artist by purchaser or contracted purchaser third-party without explicit written approval from artist's management.

Any and all captured content which features, displays or mentions artist's name, image or likeness is subject to explicit written approval from Artist's management prior to any and all usage.

**HOTELS:**

PURCHASER to provide all required hotel room accommodations at a five (5) star luxury ARTIST approved hotel. Artist's suite must have complimentary prepaid wireless internet access and 24-hour room service. Additionally, Purchaser will guarantee, at no expense to Artist, that all suites and hotel rooms are ready and available for checkin upon Artist's arrival (Early Checkin) and available through the time of Artist's departure (Late Checkout).

**GROUND:**

Purchaser shall provide and pay for private, professional ground transportation as specified in Artist's rider for Artist and Artist's crew for the duration of Artist's stay per thorough advance.

**6. BILLING:**

100% Sole Headline  
"Pre-Game Tailgate Concert featuring DJ DIESEL"/

**7. TICKET SCALING AND PRICES:**

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL
General Admission - Standing	10,000	-	0.00	0.00
CAP: 10,000	<b>TOTALS:</b>	10,000	0	<b>\$ 0.00 GROSS POTENTIAL</b>
				<b>\$ 0.00 NET POTENTIAL</b>

SCALING NOTES: Open Free Show.

**8. DEDUCTIONS:**

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

**9. TAXES:**

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

**10. MERCHANDISE:**

100.00% Soft; 100.00% Hard; ARTIST Sells.

**11. MEET & GREET:**

ARTIST required to participate in a brief Meet & Greet; all details per mutual agreement.

**12. CONTACT DETAILS:**

ARTIST:

**DIESEL / Shaquille O'Neal**

10900 WILSHIRE BLVD, SUITE 1200

LOS ANGELES, CA 90024

(310) 407-0200

(310) 407-0200 FAX

**DIESEL / Shaquille O'Neal | Fri, Oct 21, 2022**

PROMOTER / PURCHASER:

**Western Kentucky University**  
1906 College Heights Blvd.  
#11035  
Bowling Green, KY 42101

BUYER CONTACT:

**Western Kentucky University**  
1605 Avenue of Champions  
Bowling Green, KY 42101

PRODUCTION COMPANY OR PERSON:

**Mid-Coast Sound**  
1002 Jones Road  
Hendersonville, TN 37075

13. **ATTACHMENTS:**

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

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

IMPORTANT: ONE COMPLETE COPY of this contract and rider, signed by the PURCHASER, must be received by Wasserman Music via email, fax, or mail, no later than Thursday, September 8, 2022.

**PURCHASER**

**Western Kentucky University**  
1906 College Heights Blvd.  
#11035  
Bowling Green, KY 42101

Federal Tax ID: [REDACTED]

Signature:

*Susan Lynn Howarth*

Print Name:

SUSAN LYNN HOWARTH

Title/Position:

EXECUTIVE VICE PRESIDENT

**COMPANY**

[REDACTED]

DocuSigned by:

Signature:

Print Name:

Title/Position:

[REDACTED]

**Exhibit "A"**

**WASSERMAN MUSIC ADDITIONAL TERMS & CONDITIONS**

As used herein, the term "Company" shall have the same meaning as the term "Artist Company" as defined in the facing pages of this Agreement.

**1. VENUE:**

1.1 Under no circumstances may the Purchaser change the Venue for the Date of Engagement without Agent's or Company's prior written consent, which may be withheld in Agent's or Company's sole discretion, as applicable. Notwithstanding anything to the contrary contained herein, a change of Venue by the Purchaser in the absence of such consent shall constitute a material breach of this Agreement and Purchaser shall be liable for the full amount of Compensation due hereunder regardless of the date on which such change takes place.

1.2 In addition to furnishing the Venue, Purchaser hereby agrees to provide all staff and necessary permits and licenses required by all applicable laws for purposes of lawfully conducting the Event, including, without limitation, as required by ASCAP/BMI and/or SESAC. Unless otherwise agreed to by Agent in writing prior to the Date of Engagement, it is hereby acknowledged and agreed that Artist shall perform in the primary (main) featured performance area of Venue.

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

2.1 Artist's appearance on the Date of Engagement (hereinafter, the "Performance"), together with all other performances at the Venue on the Date of Engagement, is hereinafter collectively referred to as the "Event." Unless otherwise expressly agreed in writing by Agent, Purchaser may not make any announcements regarding the Performance contracted for hereunder until Company has received the initial deposit set forth in the paragraph titled "Payment Terms" of the Facing Page(s) of this Agreement and written authorization from Agent that such an announcement may be made. In the event that Purchaser breaches the terms contained in the foregoing sentence, Agent or Company may elect to immediately terminate this agreement upon giving written notice to Purchaser, without prejudice to any rights or claims Agent or Company may have. In the event of such termination, Company shall be entitled to retain any payments previously made by Purchaser hereunder and shall have no obligation to furnish Artist to perform on the Date of Engagement.

2.2 Purchaser hereby acknowledges that, except as otherwise expressly set forth herein, each and every Deposit payment made hereunder is non-refundable. Contemporaneous with payment of the Deposit(s) hereunder and subject to the terms of paragraph 4.1 herein below, Purchaser is being granted the limited right to immediately exploit artist's approved name, image and logo (hereinafter, the "NIL Rights") solely for purposes of advertising, marketing and promoting the Event and the sale of tickets with respect thereto. Purchaser further acknowledges that the aforesaid grant of NIL Rights constitutes a value in consideration of the payment of any and all monies paid to Company hereunder prior to the Date of Engagement. For the avoidance of doubt, except as otherwise expressly set forth in writing between the parties hereto, the NIL Rights granted hereunder shall immediately revert to Company upon the earlier of (a) completion of the Performance, (b) material uncured breach of the Agreement by Purchaser, (c) cancellation of the Performance, or (d) termination of this Agreement by either party in accordance with the terms hereof.

**3. TICKET PRICE:**

3.1 Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, Purchaser shall be solely responsible for payment of all taxes (including, without limitation, state and local sales taxes) associated with the sale of tickets for the Event.

3.2 Purchaser shall not charge a surcharge, tax, or fee of any kind in addition to the ticket price stated herein.

3.3 Purchaser shall not increase or decrease a ticket price, nor charge a fee based on an age differential, without prior agreement between Purchaser and Agent.

3.4 The parties hereto hereby agree that a ticketing outlet of Company's choosing shall have the exclusive right to offer for sale one hundred percent (100%) of all tickets for the Events to be made available for purchase online.

3.5 Subject always to the applicable data protection legislation, Purchaser shall make the Database available to Company free of charge. "Database" shall mean all statistical and demographic data gathered in connection with

Purchaser Initials

Company Initials



ticket sales for the Performance, including, without limitation, e-mail addresses of purchasers of tickets for the Performance.

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

4.1 (a) Purchaser shall obtain the approval of Agent by e-mail over all advertisements and promotional material (including flyer design) using the Artist's name, likeness and/or logos prior to producing and/or disseminating any such materials.

(b) In respect of the Date of Engagement hereunder, Artist shall receive one hundred percent (100%) headline billing with respect to all artist performances taking place at the Venue on all materials distributed by Purchaser to press and public. Artist shall be billed as set forth on the Artist Rider (as defined in paragraph 15.5 herein below) and in no other way without the prior written consent of Agent.

(c) Purchaser must use Artist's NAME/IMAGE/LIKENESS/LOGO template (hereinafter, the "NIL Template") in all Event advertising (including, without limitation, poster, flyer, Internet, radio, TV, and print advertising). The NIL Template shall be provided by Agent promptly following execution of this Agreement.

(d) Artist's artwork must be the predominant graphic element on all advertising.

(e) Purchaser acknowledges and agrees that the Artist's name or likeness may not be connected in any way with any form of sponsorship or endorsement of any kind, including but not limited to commercial and political, without the prior written consent of Company. Without limiting the foregoing, there shall be no sponsorship branding on the stage on which the Performance takes place without Agent's prior written approval, which may be withheld in Agent's sole discretion.

4.2 (a) Agent shall have the right to pre-approve the talent line-up for the Event.

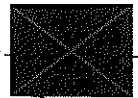
(b) Company reserves the right to choose the performing artist who will perform immediately prior to and/or immediately after Artist's set time.

4.3 (a) Purchaser shall use best efforts to adequately promote the Performance by manufacturing and sending announcements, displaying posters, placing advertisements and by utilizing all other promotional methods that are standard practice in the industry. The costs of promotion shall be borne solely by Purchaser.

(b) Any materials made available to Purchaser by Agent or Company, including, without limitation, materials embodying Artist's name, Artist's image and/or logo, and any other intellectual property owned or controlled by Artist (hereinafter "NIL Materials") shall be used solely in connection with promotion of the Performance on the Date of Engagement and shall remain the property of Company or Artist, as applicable. Company shall have approval over each use of the NIL Materials hereunder. In the event that Company determines, in Company's sole discretion, that any use of the NIL materials may adversely affect Company, Artist or Company's or Artist's intellectual property rights, as applicable, upon receipt of Company's written notice of the foregoing, Purchaser will use best efforts to immediately discontinue dissemination of the promotional materials identified in said notice and shall promptly destroy the unused materials or return them to the requesting party at Purchaser's sole cost and expense.

**5. PRODUCTION:**

5.1 Not later than ten (10) weeks prior to the Date of Engagement, Purchaser shall submit to Company's designated representative, (hereinafter referred to as "Company's Representative"), for approval, a written production proposal (the "Production Proposal") which contains the proposed production budget ("Production Budget") for the Event and sets forth with reasonable specificity all proposed production elements therefore (including, without limitation, lights, video, special effects, sound, and staging). Promoter hereby warrants and represents that the level of production of the Event and all elements thereof shall be commensurate with Artist's stature in the musical artist market, and shall be appropriate for the size of the Venue, as determined by Company's Representative. Except as otherwise set forth herein or agreed in writing between the parties, in no event may Purchaser reduce line item expenditures below amounts set forth in the Production Budget as approved in writing by Agent or Company's Representative. Company shall have the right to insist upon the removal and/or addition of specific elements to the production (e.g., a laser), provided that such additional elements do not cause production costs for the Event to exceed one hundred ten percent (110%) of the approved Production Budget. For the avoidance of doubt, unless otherwise expressly agreed in writing between the parties hereto, Purchaser shall be responsible for any and all production costs including, without limitation, all costs that exceed the approved Production Budget in accordance with the foregoing sentence.



5.2 In the event of a breach of paragraph 5.1 herein above, without limiting any other rights and remedies Company may have under this Agreement, Company shall (i) have the right to refuse to furnish Artist to perform on the Date of Engagement and (ii) shall be entitled to retain any payments previously made by Purchaser hereunder.

**6. COMPENSATION:**

6.1 (a) Company hereby directs and authorizes Purchaser to make all payments due hereunder as directed in the Payment Terms of the facing pages of this Agreement.

(b) Such payment as aforesaid shall be made as an accommodation to Company and nothing herein contained shall constitute Agent as a beneficiary of or party to this Agreement. Such payment to Agent shall constitute payment to Company for all purposes of this Agreement and Purchaser will have no liability to Agent by reason of any erroneous payment Purchaser may make or failure to comply with such authorization. Company hereby indemnifies and holds Purchaser harmless against any claims asserted against Purchaser by reason of any such payment made pursuant to the terms of this paragraph 6.1(b).

6.2 Company reserves the right to have Agent renegotiate the terms of compensation set forth in the paragraphs titled "Compensation" and "Payment Terms," respectively, of the Facing Page(s) of this Agreement in the event that attendance at the Event exceeds the "Capacity" amount set forth in the paragraph titled "Ticket Scaling and Prices" of the Facing Page(s) of this Agreement.

6.3 In the event that payment to Company is based in whole or in part on receipts of the Performance(s) hereunder, Purchaser agrees to deliver to Company a certified statement of the gross receipts of each performance within two (2) hours following the applicable Performance. Company 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 Event only.

6.4 In the event that contingent compensation is payable under this Agreement, Company or Agent shall have the right to appoint an accountant or auditor to examine the Purchaser's books and records as they pertain to this Agreement, provided such examination shall take place at Purchaser's offices during business hours with reasonable notice at Company's sole expense. Notwithstanding the foregoing, if an underpayment of the amounts set forth herein is found as a result of such an examination, then Purchaser shall immediately reimburse Company for the costs of such examination together with the shortfall amounts discovered through such examination.

**7. TAXES AND VISAS:**

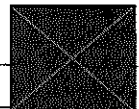
7.1 Purchaser shall pay for any and all taxes (excluding any income or Non-resident Withholding Tax that may be owed by Company), which may become due in connection with the Performance. For the avoidance of doubt Purchaser shall be responsible for any airport arrival and departure taxes incurred in respect of Artist and Artist's guest's travel. Purchaser shall not offset any expenses or taxes of any type against the Guarantee hereunder.

7.2 Notwithstanding anything to the contrary contained herein, Company's federal non-resident withholding tax amount hereunder may not exceed the required amount established by the applicable tax authority. Purchaser must make withholding payments to the U.S. Internal Revenue Service and any other applicable state and/or local tax authority (individually and collectively, the "Tax Authority") in accordance with the terms of applicable law, but in no event later than thirty (30) days from the Date of Engagement. Purchaser shall promptly provide Agent with wire confirmation evidencing that Purchaser has withheld and paid over to the Tax Authority in a timely manner the requisite amount. In the event that Purchaser is in breach of the terms of this paragraph 7.2 and fails to remedy such breach within five (5) business days of receipt of Company's written notification of such breach, Company shall have the right to immediately terminate this Agreement by written notice to Purchaser (the "Termination Notice") and any and all rights granted to Purchaser hereunder (including, without limitation, rights of exclusivity) shall be immediately revoked. In the event of any such termination, within five (5) business days of Purchaser's receipt of the Termination Notice, Purchaser shall pay to Agent the balance of the Guarantee and Agent shall become the withholding agent with respect to the Date of Engagement. Without limiting the foregoing, Purchaser shall be liable for any and all penalties assessed by the Tax Authority against Company and/or Artist for Purchaser's failure to make timely payment to the Tax Authority of amounts required to be withheld hereunder.

7.3 Under no circumstances may Purchaser make cash payments under this Agreement. Purchaser hereby acknowledges that (i) Agent will not accept cash deposits as payment hereunder and (ii) any cash payments made in violation of the foregoing provision will be forfeited to Agent and not be deemed to be compensation to Company or applied to offset any payments due to Company hereunder.

Purchaser Initials \_\_\_\_\_

Company Initials \_\_\_\_\_





7.4 Purchaser, where applicable, shall be responsible for obtaining and paying for any work permits and visas (U.S. work permits excluded) required for Artist and any member of Artist's crew to work legally in country of performance on the Date of Engagement which shall be valid for the duration of Artist's stay in country of performance. Purchaser shall be responsible for paying for any additional costs incurred in obtaining a visa, including but not limited to courier fees, travel and accommodation expenses, and taxi fare.

**8. MERCHANDISE:**

8.1 Purchaser hereby gives permission to Company to sell merchandise and other Artist-related products before, during and after the Performance. Purchaser shall not receive any commission or other remuneration with respect to such sale of merchandise or other Artist-related products hereunder.

8.2 Notwithstanding anything to the contrary contained herein, Purchaser shall ensure that, in the absence of Company's prior written to the contrary, no merchandise other than consumables and merchandise sold by Company's representatives under 8.1 herein above shall be sold at the Venue for the duration of the Event.

**9. EQUIPMENT AND HOSPITALITY:**

9.1 (a) Purchaser agrees to setup an appropriate performance area that is free from interruption.

(b) Purchaser hereby agrees to provide, at Purchaser's sole cost and expense, a first-class sound and lighting system, to include the equipment and technical specifications set forth on the Artist Rider.

(c) Purchaser shall check all equipment for defects and to ensure proper functioning on the Date of Engagement prior to the Performance. Purchaser will indemnify Company, Agent and Artist from any liability resulting from damage to equipment arising at any time before, during or after the Performance hereunder, except in respect of damage caused by any intentional act or omission by Artist or Artist's gross misconduct.

(d) At any time and without prior notice, Company shall have the right to cancel or shorten the Performance hereunder if, in Company's reasonable business judgment, Purchaser has failed to adhere to the requirements set forth herein in respect of the equipment or if the equipment fails to function properly on inspection or during the Performance.

9.2 Purchaser shall provide Artist with a clean and comfortable dressing room area conforming to the specifications set forth on the Artist Rider.

9.3 Company shall have the right to invite the number of guests referred to as "Artist Comps" in the paragraph titled "Ticket Scaling and Prices" of the Facing Page(s) ("Artist's Guests") to attend on the Date of Engagement, and each of Artist's Guests shall be given access to the Venue free of charge. Company's list of Artist's Guests will be honored throughout the entire Date of Engagement from doors to closing. The Agent's guest list shall not be deducted from Company's guest allotment set forth in this paragraph 9.3.

**10. RECORDING:**

**10.1 Company's Recording:**

Purchaser hereby acknowledges and agrees that Company and/or anyone engaged, authorized, employed or supervised by Company, may photograph, video tape, and/or otherwise record, reproduce and distribute such recordings of the Event including the Performance hereunder ("Recordings"), in whole or in part, in any manner or media, and any such Recordings from the inception of recording thereof, and all copies manufactured therefrom, together with the images and/or performances embodied thereon, shall be the sole property of Company or Company's designee, as applicable ("Copyright Holder"), throughout the world, free from any claims whatsoever by Purchaser or any third party (including, without limitation, Purchaser's affiliates, partners, investors and the Venue owner) ("Third Party"), and Copyright Holder shall have the exclusive right to copyright such Recordings in its name as the sole and exclusive owner and author thereof and to secure any and all renewals and extensions of such copyright. Neither Company, Artist nor Company's or Artist's designee shall have any obligation to obtain permission from or provide credit to Purchaser, except as otherwise required by law. For the avoidance of doubt, Company shall be solely responsible for the following in connection therewith: (a) any and all costs and expenses, including without limitation, additional labor costs that Company may incur in connection with the Recordings (all of such costs and expenses being specifically excluded from show costs and expenses); (b) any and all liabilities; and (c) any and all appropriate third party clearances, authorizations and approvals.



**10.2 Other Recordings:**

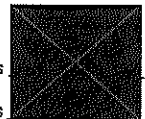
- (a) Purchaser warrants that Purchaser shall not, nor shall Purchaser authorize others to photograph, video tape, record or otherwise reproduce Artist's likeness or image in any manner, nor shall Purchaser record (in any medium) or broadcast (via any means, including, without limitation, radio or internet), or authorize others to record or broadcast, any portion of the Performance without Company's prior written consent, which may be withheld in Company's sole discretion, as applicable. If it becomes evident to Artist or Company that any of the foregoing prohibited activities is occurring during the Event, Artist may discontinue Artist's Performance immediately and neither Agent, Artist nor Company shall be obligated to return any monies previously paid by Purchaser under the Agreement.
- (b) Purchaser warrants and represents that Purchaser will use Purchaser's best efforts to prevent the recording, by any means or media, and dissemination of the Performance hereunder except as otherwise expressly permitted herein.
- (c) Purchaser will be liable to Company and Artist for any loss, damage or expense (including reasonable attorneys' fees) incurred or suffered by Artist as a result of a breach of subparagraphs 10.2(a) or 10.2(b) herein above. For the avoidance of doubt, except as otherwise expressly permitted in writing by Company, Purchaser shall be strictly liable for any damages suffered by Company or Artist as a result of (1) the creation of an unauthorized recording of Artist's performance hereunder by means of the sound board, artist equipment, monitors or any other part of the Venue's audio-only and audio/visual installation, and (2) the dissemination of any such recording.

**11. CANCELLATION:**

**11.1 Company Cancellation of Performance:**

- (a) Without prejudice to any rights, claims or remedies Company may have under this Agreement at law or in equity, in the event that Purchaser breaches any term of this Agreement and such breach is not cured in accordance with the terms of paragraph 14.1 herein below, Company shall have the right to immediately cancel this Agreement. Such breaches include, but are not limited to, the following:
  - (i) Purchaser does not make timely payment to Agent any amount due as set forth on the Facing Page(s), of this Agreement herein above or otherwise materially breaches the terms of this Agreement, including, without limitation, as contained in the paragraphs titled "Compensation" and "Payment Terms," respectively, of the Facing Page(s), or fails to perform any material obligation required of Purchaser hereunder;
  - (ii) On or before the Date of Engagement, Purchaser has failed, neglected or refused to perform any contract with any other performer for any engagement and, following receipt of Company's written demand therefor, Purchaser fails to promptly make full payment of the Guarantee due hereunder; or
  - (iii) Agent, in its sole discretion, determines that Purchaser is unable to pay its debts as they become due in the ordinary course of business; or
  - (iv) A voluntary or involuntary bankruptcy petition is filed by or against Purchaser, Purchaser goes into compulsory liquidation, makes an assignment for the benefit of creditors, is in receivership or makes any composition with creditors.
- (b) In the event of any cancellation by Company under 11.1(a) herein above,
  - (i) Neither Agent, Company, nor Artist shall be obligated to refund any payments made by Purchaser hereunder prior to the date on which cancellation takes place, nor shall Agent, Company nor Artist have an obligation to mitigate with respect to amounts owed by Purchaser hereunder;
  - (ii) Purchaser shall remain liable to Company for the full amount of the Guarantee;
  - (iii) Company shall have no obligation to furnish Artist to perform for Purchaser hereunder and Company may contract with one or more third parties for Artist to perform for such third party(ies) on the Date of Engagement; and
  - (iv) Neither Company, Agent nor Artist shall be liable to Purchaser for any costs or losses of any kind whatsoever suffered by Purchaser as a result of such cancellation.

**11.2 Purchaser Cancellation of Performance:**



If, for any reason (excluding any reason otherwise permitted herein) Purchaser cancels the Performance following the date of execution hereof, Purchaser shall remain liable to Company for the full amount of the Guarantee due hereunder.

**11.3 Cancellation of the Performance due to Force Majeure Event:**

(a) Notwithstanding anything to the contrary contained herein, the Performance may be cancelled by either party due to cause(s) beyond the reasonable control of the parties hereto that would render the Performance hereunder impossible or make conditions for the Performance hazardous. Such causes shall include, but not be limited to: acts of God; extreme weather necessitating a government mandated evacuation or cancellation; acts of war; riot; fire; explosion; accident; flood; sabotage or terrorist act; transportation failure or delay; governmental or court ordered laws, regulations, requirements, orders or actions including those related to communicable diseases, epidemics, pandemics or other dangers to public health; injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment), technical failures beyond the reasonable control of the parties hereto, or other causes of a similar or different nature beyond the reasonable control of the parties hereto (hereinafter "Force Majeure Event"). Neither Company, Agent nor Artist shall be held liable for any losses, costs or damages whatsoever suffered by Purchaser due to Artist's failure to perform as a result of a Force Majeure Event.

(b) (i) In the event that the Performance is cancelled due to a Force Majeure Event and Artist is ready and willing to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, one hundred percent (100%) of the Guarantee.

(ii) In the event the Performance is cancelled pursuant to a Force Majeure Event that renders Artist unready and/or unable to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, fifty percent (50%) of the Guarantee.

**11.4 Cancellation of the Performance due to Incapacitating Illness or Accident to Artist:**

In the event of an incapacitating illness or accident to Artist or essential crew member or the death or terminal illness of a member of Artist's family that prevents Artist from being ready, willing and able to perform a Date of Engagement hereunder, it is understood and agreed that (i) Artist shall not be required to perform the scheduled engagement(s), (ii) neither Company, Agent nor Artist shall be liable for any costs or losses of any kind whatsoever suffered by Purchaser and (iii) Purchaser agrees to release Company, Agent and Artist from any liability with respect thereto. Unless otherwise expressly agreed in writing between the parties, in the event of cancellation by Company under this paragraph 11.4, Company shall return to Purchaser within ten (10) business days following the Date of Engagement, all sums received by Company under this Agreement less Artist's bona fide reasonable out-of-pocket expenses incurred in connection herewith.

**11.5 Cancellation of the Performance due to Inclement Weather:**

(a) Notwithstanding anything contained herein, the Performance may be cancelled by either party due to Inclement Weather. As used herein, Inclement Weather shall mean any adverse weather or climate conditions that render the Performance hazardous and/or economically impractical but do not result in a government-mandated evacuation or cancellation. For the avoidance of doubt, Inclement Weather shall not be deemed to be a Force Majeure Event as defined in paragraph 11.3(a) hereinabove.

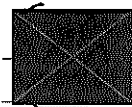
(b) In the event of Inclement Weather conditions on the Date of Engagement, Artist shall consider in good faith, but shall have no obligation to accept, the relocation of the Event to an indoor venue on campus, provided the alternative venue specifications provide and adhere to all capacity, schedule, security, and production requirements previously agreed upon.

(c) In the event Artist's Performance is cancelled due to Inclement Weather conditions on the Date of Engagement, Purchaser shall remain liable for the full amount of the Guarantee due hereunder.

11.6 Company warrants and represents that Company has accepted this engagement in good faith and will use Company's reasonable good faith endeavors to cause Artist to fulfill Artist's obligations hereunder.

**12. SECURITY AND INSURANCE:**

12.1 (a) Purchaser shall be solely responsible to provide a safe environment for the Event including regarding the staging, stage covering, electrical grounding, supervision and direction of the Performance, and adequate security, so that the Performance and all persons and equipment are free from adverse weather and other unsafe



conditions, situation and events ("Dangerous Conditions"). Dangerous Conditions may include but not be limited to recent acts of violence, riots or political unrest; faulty or insufficient electrical power; inadequate or unsafe staging; inadequate crash barrier; rain penetration or any other hazardous condition which, in the reasonable opinion of the Artist, may result in damage or injury to Artist or Artist's equipment, or to anyone engaged or furnished by Artist, or to any other persons or equipment for whom or which Artist may be held responsible. Artist shall not have any liability for any damage or injury caused by such Dangerous Conditions except to the extent such is solely and directly caused by Artist's or Artist's negligence or willful misconduct.

(b) Notwithstanding anything to the contrary contained herein, Artist reserves the right to decline to furnish Artist perform if, in its sole discretion, Artist deems conditions at the Venue to be Dangerous Conditions. In the event that the Performance is cancelled due to Dangerous Conditions (as defined in paragraph 12.1(a) herein above), Purchaser shall be obligated to pay Artist one hundred percent (100%) of the Compensation due in connection with the Performance cancelled.

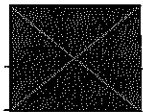
(c) Purchaser will provide and pay for an adequate number of sober, able-bodied and clearly identifiable professional security persons for the scale of the Event and in accordance with the terms of the Artist Rider Security must ensure safety of Artist and Artist's equipment, personal property, Artist's crew and vehicles for the duration of the Artist's stay at the Venue (including, without limitation, the parking facilities and surrounding grounds).

12.2 (a) Purchaser agrees to provide public and general liability insurance coverage (including automobile, liability and comprehensive) to protect against any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, person, firm or corporation as a result of or in connection with the Date of Engagement, including as a consequence of the installation and/or operation of the equipment provided by Artist. In addition, it is agreed that Purchaser shall maintain in effect a policy of workmen's compensation insurance covering all of its employees and other personnel who are involved in the installation, operation and or maintenance of the equipment provided by Producer. The Purchaser further agrees to provide full insurance coverage for all equipment provided by Artist or Artist's agents, contractors and employees against fire, theft, riot or any other type of act that would cause harm or damage to equipment. Without limiting the foregoing, Purchaser shall also secure and maintain a commercially standard event cancellation insurance policy for the Event which does not exclude cancellation for a Force Majeure Event or an inclement weather cancellation, except for the following exclusions: acts of war; failure of means of transportation; terrorist act; governmental or court ordered laws, permitting, zoning, licensing or other city/municipal/state/parish issues, or other commercially reasonable exclusions. Purchaser shall supply Agent with certificates of insurance showing coverage of the above at least ten (10) days prior to the show date. However, if said certificate is not received by Agent prior to the above date, then Company at Company's election may terminate this Agreement. If Company elects to furnish Artist to perform the Engagement and the certificates of insurance have not been received, Purchaser is still solely responsible for complete coverage as specified above.

(b) Purchaser shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage as required under sub paragraph 12.2(a) hereinabove and shall name Company, Artist, and Agent as additional named insureds in an amount of not less than Three Million Dollars (\$3,000,000) per occurrence (but in no event in amounts less than the limits require by the venue) and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the Artist rider, if any).

(c) (i) Purchaser hereby agrees to indemnify and hold Company, Artist, Agent and their contractors, employees, licensees, designees and agents (individually and collectively, the "Artist Indemnitees") harmless from and against any loss, damage or expense including reasonable outside attorneys' fees incurred or suffered by the Artist Indemnitees in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, person, firm, entity or corporation as a result of or in connection with the Event, which claim does not result directly from the gross negligence or willful misconduct of Artist Indemnitees. Notwithstanding the foregoing, Purchaser's indemnity obligation shall in no event include liability for any incidental, indirect, special, consequential, or punitive damages (including, without limitation, damages for loss of use, power, business good will, revenue or profit, nor for increased expenses, or business interruption) arising out of or related to the performance or non-performance of this Agreement.

(ii) Company hereby agrees to indemnify and hold Purchaser and their contractors, employees, licensees, designees and agents harmless from and against any loss, damage or expense including reasonable outside attorneys' fees incurred or suffered by Purchaser in connection with or as a result of any



claim for personal injury or property damage brought by or on behalf of any third party, person, firm, entity or corporation as a result of or in connection with the Engagement, which claim results directly from negligence of Artist Indemnitees. Notwithstanding the foregoing, Company's indemnity obligation shall in no event include liability for any incidental, indirect, special, consequential, or punitive damages (including, without limitation, damages for loss of use, power, business good will, revenue or profit, nor for increased expenses, or business interruption) arising out of or related to the performance or non-performance of this Agreement.

(d) Purchaser also hereby indemnifies the Artist Indemnitees from and against any and all loss, damage or expense resulting from any damage or destruction to Artist's equipment or that of its employees, contractors and agents, inside or outside the Venue, including but not limited to damage or destruction occasioned by Force Majeure events.

(e) The Artist Indemnitees shall not be responsible for damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by Company or Artist. Purchaser shall indemnify and hold the Artist Indemnitees harmless from any third party claims concerning the foregoing (as provided above) and no claim, deduction or offset shall be made by Purchaser in respect of same.

**13. PURCHASER'S WARRANTIES AND REPRESENTATIONS:**

13.1 Purchaser hereby acknowledges that Agent is only responsible for procuring bookings and may not be held liable for any breach of contract by Company or Artist hereunder or under any other agreement between Company or Artist and Purchaser.

13.2 Purchaser warrants that Purchaser shall not advertise the Performance prior to (i) Company's receipt of the initial deposit specified in the paragraph titled "Payment Terms" of the Facing Page(s) and (ii) Purchaser's receipt of Agent's written authorization to advertise the Performance.

13.3 Purchaser represents and warrants that Purchaser is the responsible party for making all payments hereunder and has sufficient funds, financing and/or insurance to honor all of Purchaser's obligations hereunder.

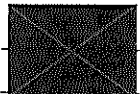
13.4 Purchaser acknowledges and agrees that any and all Artist obligations set forth in Purchaser's addendum and pertaining to morality, behavior, content restrictions, and/or school policies (hereinafter individually and collectively referred to as "Conduct Requirements") shall not be binding on Artist unless Purchaser has provided in writing both ample notice and a detailed explanation of the Conduct Requirements. For the avoidance of doubt, in no event should such notice and explanation of the Conduct Requirements be provided later than three (3) business days before the Date of Engagement.

**14. DEFAULT, NOTICE AND CURE:**

14.1 Except as otherwise expressly set forth herein, neither party to this Agreement or Purchaser's addendum shall be deemed to be in breach of any of its obligations hereunder unless the party not in breach serves specific written notice of such alleged breach upon the party in breach and the party in breach shall have failed to cure such breach, if any, within five (5) business days following receipt of such written notice (but in no event later than 5:00 p.m. EST on the date that is one (1) day prior to the Date of Engagement hereunder). For any alleged breach occurring on the Date of Engagement, neither party to this Agreement or Purchaser's addendum shall be deemed to be in breach of any of its obligations hereunder unless the party not in breach serves specific verbal notice of such alleged breach upon the party in breach and the party in breach shall have failed to cure such breach, if any, within two (2) hours of receipt of such verbal notice.

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

14.3 In the event of default by Purchaser hereunder, in addition to any other amounts due to Agent and Company hereunder, Purchaser shall be liable to Agent or Company, as applicable, for any costs and fees incurred by Agent



or Company (including, without limitation, all attorney's fees, costs of debt collection or in respect of any legal action taken by Agent and/or Company) in connection with amounts due hereunder.

14.4 Without limiting the foregoing, interest at the highest rate permissible under the laws of the State of California shall accrue on any amount due to Company hereunder from and after the date upon which such payment is due.

14.5 If Purchaser is a public institution obligated to adhere to the requirements of the Freedom of Information Act ("FOIA"), or the state's equivalent of such law, and Purchaser receives a FOIA request for information pertaining to Artist's Performance at the Event, Purchaser warrants that Purchaser shall (a) notify Company and Agent as to when and by whom such FOIA request was initiated within twenty-four (24) hours of Purchaser's initial receipt of such FOIA request, (b) provide Company and Agent reasonable opportunity to respond to the request and proper instructions detailing the manner in which the response must be submitted, (c) consult with Company and Agent regarding any legitimate basis on which Company and Artist may resist or narrow the disclosure of information in compliance with the request, and (d) disclose only information that Purchaser, in the opinion of its legal counsel, is legally obligated to disclose.

**15. MISCELLANEOUS:**

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

15.2 Purchaser agrees to indemnify Company, Artist and Agent for any loss, costs, damages or liabilities (including, without limitation damages for any loss of good will and injury to Artist's reputation) and Company's and/or Artist's actual attorney's fees and costs in connection with any suit or arbitration or other proceeding, whether or not reduced to final judgment or award, arising from Purchaser's breach of this Agreement.

15.3 (a) This contract shall be governed by and construed under the laws and judicial decisions of the State of California. All claims and disputes arising out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the courts of the State of California (state and federal) located in Los Angeles County; provided however if Agent and/or Artist is sued or joined in any other court or forum in respect of any matter which may give rise to a claim by Agent or Artist hereunder, Purchaser hereby consents to the jurisdiction of such court or forum over any such claim which may be asserted by Company and/or Artist.

(b) The prevailing party in any legal action (after all appeals have been taken or the time for taking such appeals has expired) brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies available to it at law or in equity, to reimbursement for its costs and expenses (including court costs and reasonable fees for outside attorneys and expert witnesses) incurred with respect to the bringing and maintaining of any such action. The term "prevailing party" for the purposes of this paragraph shall include a defendant who has by motion, judgment verdict or dismissal by the court, successfully defended against any claim that has been asserted against it.

15.4 All rights not expressly granted herein are reserved to Company and Artist.

15.5 Additional riders supplied by Company, including, without limitation, Artist's technical and hospitality riders (individually and collectively, the "Artist Rider") are annexed hereto and made a part hereof.

15.6 Facsimile and scanned copies hereof shall be deemed to be originals.

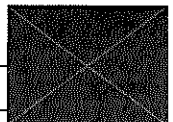
15.7 Wherever in this Agreement approval or consent is required, communications may be made via e-mail and approvals made via e-mail shall be deemed written approvals for purposes of this Agreement.

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

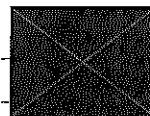
15.9 Purchaser may not transfer or assign this Agreement or any rights, interests or obligations without the prior written consent of Company. Any assignment in violation of this paragraph 15.9 shall be void.

Purchaser Initials \_\_\_\_\_

Company Initials \_\_\_\_\_



Purchaser Initials \_\_\_\_\_  
Company Initials \_\_\_\_\_

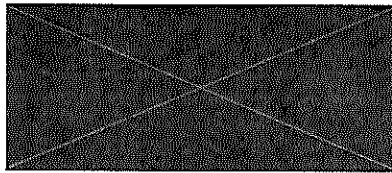
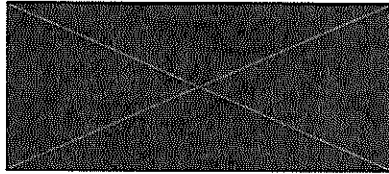


# DIESEL

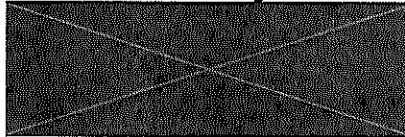
Attached please find the Personal Appearance Contract Rider (the "Rider") covering the necessary provisions for the artist ("DJ DIESEL") engagement. The PURCHASER should study the Rider and make the necessary arrangements for the provisions hereunder. The purpose of the Rider is to assure the purchaser, the artist, and the audience the best possible performance.

PURCHASER shall make no deviations or elimination from this Rider, without approval. All inquiries concerning this Rider should be directed to the appropriate party or parties in the listed below.

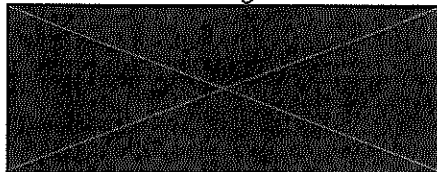
Artist Management



Tour Manager



Artist Agent



PURCHASER INITIALS \_\_\_\_\_



## PRODUCTION RIDER

PURCHASER will provide and pay for P.A., monitors, special effects and light rigs, as well as competent engineers to operate the below-mentioned equipment.

### DJ EQUIPMENT & MONITOR REQUIREMENTS:

PURCHASER shall provide the following equipment at no cost to the ARTIST:

- (3) Pioneer CDJ-2000NXS2 CD Players
- (1) Pioneer DJM-900NXS2 Mixer
- (3) Cordless Shure SM58 microphones
- (1) Wired Microphone as back-up
- (1) L/R STEREO MASTER OUTPUT (RCA or 1/4 inch)
- (2) Large Electric Fan Pointed Towards DJ Booth
- MONITOR REQUIREMENTS:
  - Funktion-One or L-Acoustics monitors are MANDATORY!
  - (4) full range monitor wedges positioned at riser height, capable of covering the artist.
  - Artist must have control of monitor volume.
  - (1) Dual 18" Subwoofer positioned at riser height.
- (2) SanDisk Ultra CZ48 64GB USB 3.0 Flash Drive Transfer Speeds Up To 100MB/s

DJ Booth/Table must be 48 to 50' inches tall

Stage must have a clearance of at-least 96 inches (Shaquille is very tall!!!)

### SPECIAL EFFECTS REQUIREMENTS:

PURCHASER shall provide the following equipment at no cost to the ARTIST:

- (4) Stage-mounted Cryo Jets (Minimum). Control shall be wired to the booth.
- (12) 50 LB siphon CO2 tanks securely strapped to stage (Minimum)
- (2) Confetti Cannons (Blower type preferred). With Sufficient Confetti for a minimum of 3 shots. Control shall be wired to the booth.

### SOUND CHECK:

PURCHASER shall provide a minimum of a 30-minute private session for Artist sound, video, and light check.

### VISUALS:

DJ Diesel Visuals can be downloaded here: [REDACTED]

PURCHASER shall provide a competent VJ who can operate visuals during the ARTIST's show.  
DJ Diesel Visuals are to be mixed with house visuals

### SECURITY:

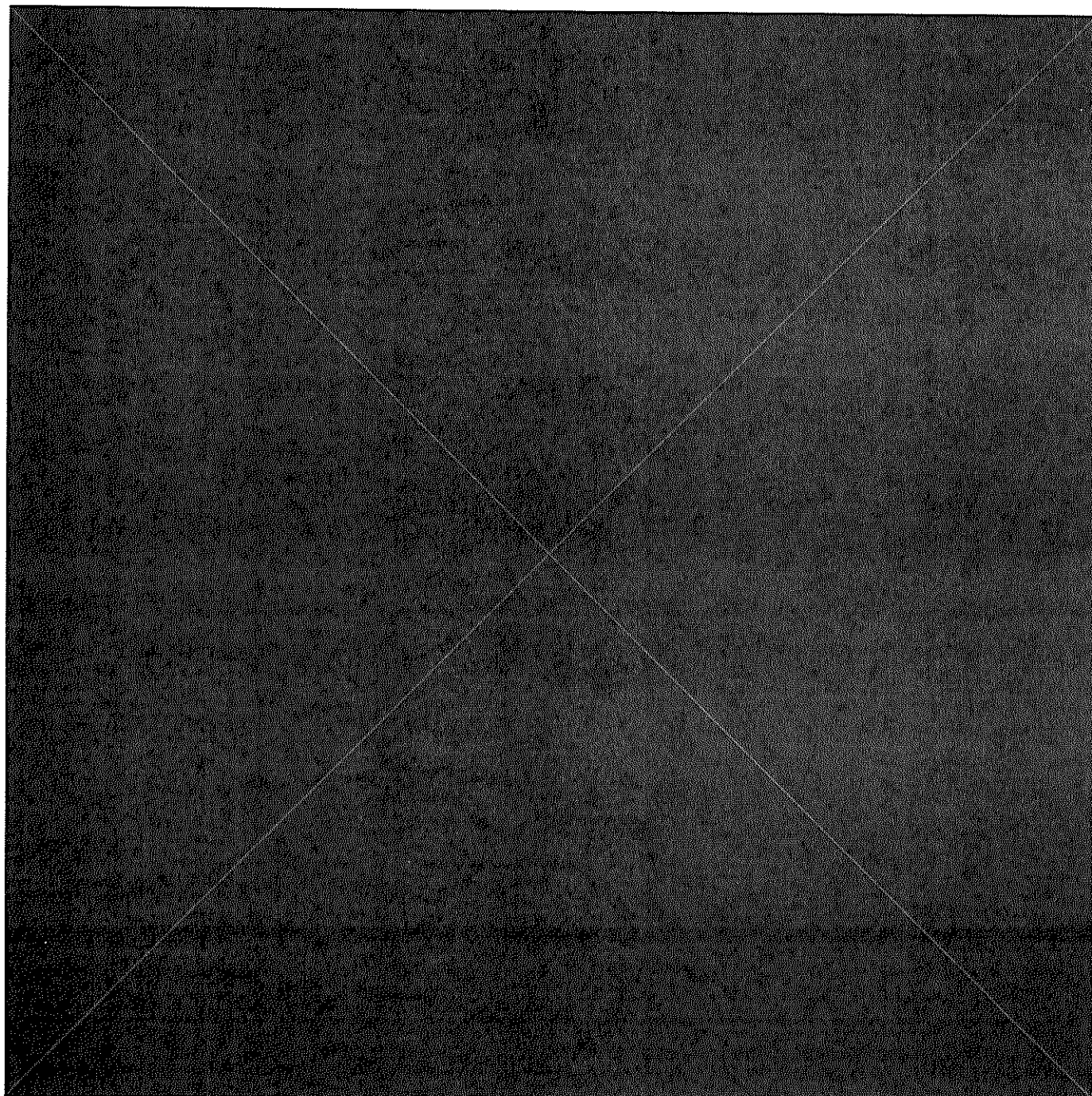
The PURCHASER shall provide and pay for sufficient security guards to protect the ARTIST and his equipment prior to, during and after the performance. DJ booth, stage, front of stage area, backstage, all entrances and exits must be covered before doors open and remain covered throughout the show. The front of the stage must be separated from the crowd with MOJO crowd control barriers, not bike racks.

The DJ booth must be fully cleared before Shaq's performance

No one is allowed in the DJ booth/Stage for the duration of Shaq's performance

PURCHASER INITIALS \_\_\_\_\_

HOSPITALITY RIDER



PURCHASER INITIALS \_\_\_\_\_

**DRESSING ROOM:**

The PURCHASER will provide and pay for a private, clean, well-lit, air conditioned/heated dressing room with proper security to guarantee the safety of the ARTIST'S property. Dressing room shall provide comfortable seating for a minimum of (8) persons. Tour Manager shall receive a password for the dressing room's wireless internet as well as a key or combination for the dressing room door if applicable. The PURCHASER will provide a clean, private lavatory with mirror.

**CREDENTIALS / GUEST LIST:**

ARTIST will be allowed fifty (50) names on guest list, with no deduction to rider, and TOUR MANAGER will be given twenty five (25) AA Passes upon arrival to the venue.

**INSURANCE:**

PURCHASER agrees to arrange and pay for all necessary public liability, employers liability and general insurance pertaining to the place of performance and your employees.

**Recording:**

No portion of the engagement shall be recorded, reproduced, broadcast, or transmitted from the place of performance, by any means whatsoever, without advanced, written approval from ARTIST management. ARTIST may provide own personnel to film or record any portion of the engagement to publish on ARTIST'S website or social media channels without advanced, written approval from the PURCHASER.

If PURCHASER shall fail to perform any of PURCHASER'S duties or obligations hereunder, or if PURCHASER shall, for any reason whatsoever, cancel this engagement, ARTIST or ARTIST'S management may, at its sole option, elect to cancel this agreement upon notice to PURCHASER at any time after such default. If cancellation is so elected, ARTIST, at its sole option, may elect to exercise all remedies then available at law, or retain as liquidated damages, those monies then on deposits pursuant to this agreement with ARTIST or ARTIST management.

Agreed and accepted by the PURCHASER:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreed and accepted by the ARTIST:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER INITIALS \_\_\_\_\_**

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
[REDACTED]

2 Business name/disregarded entity name, if different from above  
[REDACTED]

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
[REDACTED]

6 City, state, and ZIP code  
[REDACTED]

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

[REDACTED]

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here      Signature of U.S. person ▶ [REDACTED]

Date ▶ 2/6/2020

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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