

FOO FIGHTERS

TOUR 2011

With SPECIAL GUESTS

PRODUCTION RIDER

To save time and to be totally clear, please do not amend or change this rider for return. Read each item carefully and on separate paper note any objections, questions, or impossibilities as they relate to your situation by category. By telephone and/or personal advance each item will be dealt with by Joe Beebe, FOO FIGHTERS Production Manager.

If the PURCHASER has any questions or there are any issues that arise in connection with any technical or catering aspects in this rider, please contact FOO FIGHTERS Production Manager (Joe Beebe: immediately.

CONTACT INFORMATION

Band Foo Fighters

Management John Silva, John Cutcliffe, Chris Kelly, Gaby Skolnek
S.A.M. Music LLC
722 Seward St
Los Angeles, CA 90038

Tour Manager Gus Brandt

Production Manager Joe Beebe

Security Chief Ray Harris

Agent CAA
9830 Wilshire Blvd.
Beverly Hills, Ca. 90212
Phone:
CTC: Don Muller

Business Management Voldal, Wartelle & Co.
10510 Northup Way, Suite 300
Kirkland, WA 98033
Phone:
CTC: Cathryn Krauel

CONTENTS

PART ONE: BILLING

Payment and Ticketing; Souvenir Materials; Audio and Visual Reproduction; Cancellation; Indemnification; Insurance; Interviews; Licenses, Permits and Immigration.

PART TWO: PRODUCTION REQUIREMENTS

Purchaser Representative; The Stage; Sound Wings; Barricade; Chair Placement; House Mixing Risers; Stairs; Parking and Transportation; Load-in and Forklift; Man power Requirements; Spotlights; Lighting System; Sound System, Power Requirements; Generator Power; Runner/Wardrobe; Backstage Passes; Security; Air Conditioning and Heating; Blowers and Vacuums; Barricade and Chair Removal; Building Availability; FOH Booth Requirements, Miscellaneous.

PART THREE: ROOMS AND BACKSTAGE SET-UP REQUIREMENTS

Dressing Rooms, Production Office, Tour Management Office, Support Band Dressing Rooms and Production Crew Room.

N.B: All catering requirements for the above rooms are listed in Part Five: Hospitality.

PART FOUR: CATERING

Crew and band meals and refreshments: breakfast, lunch and dinner.
Daily menu suggestions.

PART FIVE: HOSPITALITY

Dressing rooms: Hospitality, Rock Box Room, Family Room.

Stage, Tour Management Office, Production Office, Tour Buses and After Show catering.

PART SIX: CATERING VISUAL ENHANCEMENT & ACTIVITIES

(When Applicable)

PART SEVEN: SETTLEMENT RIDER AND CLOSURE

Purchaser please read, sign and return.

PART ONE: BILLING

This rider attached hereto and made part of the contract dated _____ by and between **Foo Fighters LLC** (hereinafter referred to as "Producer") furnishing the services of **Foo Fighters** (hereinafter referred to as "**ARTIST**") and _____ (hereinafter referred to as "**PURCHASER**").

A. BUSINESS AFFAIRS

1. PERMITS

PURCHASER, at **PURCHASER'S** cost, shall obtain all licenses, permits, certifications, authorizations, or other approvals required to be obtained from any union, guild, public authority, performing rights societies or other entity properly having jurisdiction over or with respect to the engagement, and shall comply with and fulfill all terms, conditions and covenants set forth therein, and all related rules, regulations, ordinances and laws.

On engagements outside the United States, **PURCHASER** agrees to procure, at his sole expense, for **ARTIST** and party all necessary bonding, permits, visas, union dues, immigration clearances, and other documents of any nature required or desirable for entry into, travel through, and exit from the country(ies) where said engagements are to be played or the countries through which **ARTIST** and or **ARTIST'S** personnel and equipment must pass to arrive at said engagements. Also, **PURCHASER** shall be responsible for, and indemnify and hold **ARTIST** harmless from and against, all local, municipal and country or government taxes, fees or levies on all income earned by **ARTIST**, or **ARTIST'S** employees while in the country or countries covered by this contract.

IT IS FULLY UNDERSTOOD THAT NO DEDUCTIONS ARE TO BE TAKEN FROM ANY FEES OR COMPENSATION TO **ARTIST**.

2. ARTIST CANCELLATION

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

3. FORCE MAJEURE

ARTIST'S obligation to perform hereunder is subject to the detention or prevention by sickness, injury, death, incapacity to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, and any act or order of any public authority or any cause similar or dissimilar, beyond **ARTIST'S** control.

Provided **ARTIST** is ready, willing and able to perform, **PURCHASER** agrees to compensate **ARTIST** in accordance with the terms hereof regardless of Act of God, fire, accident, riot, strike or any events of any kind or character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.

4. INCLEMENT WEATHER

Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence and the **PURCHASER** shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. **ARTIST** shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible or hazardous.

5. INDEMNIFICATION

PURCHASER agrees to indemnify and hold harmless **ARTIST** and their employees, contractors, agents and representatives from any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses, or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the engagement.

PURCHASER shall also indemnify and hold harmless **ARTIST** and their employees, contractors, agents and representatives from and all loss, damage and/or destruction occurring to its and/or its employees', contractors', agents' or representatives' instruments and equipment at the place of the Engagement including, but not limited to, damage, loss or destruction caused by Act of God.

6. TAXES

PURCHASER shall pay and hold **ARTIST** harmless of and from any and all taxes, fees, dues and the like relation to the engagement hereunder and the sums payable to **ARTIST** shall be free of such taxes, fees, dues and the like.

7. INSURANCE

PURCHASER agrees to provide comprehensive general liability insurance (including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by **ARTIST** and/or its employees, contractors and agents). Such liability insurance shall be in the amount required by the venue, but in no event shall have a limit of less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and effect at all times **ARTIST** or any of **ARTIST'S** agents or independent contractors are in place of performance. **ARTIST** and its agent for the engagement shall be listed as additionally named insider under such insurance and this shall be indicated on the pertinent certificate of insurance. **PURCHASER** also agrees to provide a policy of Worker's Compensation covering all of **PURCHASER'S** employees or third-party contractors. **PURCHASER** further agrees to provide full all risks insurance coverage for all equipment and instruments provided by **ARTIST** and/or its employees, contractors and agents against fire, vandalizing, theft, riot, or any other type of act or event causing harm or damage to, or loss of, the instruments and equipment so provided. Certificates of insurance relating to the coverage

listed above shall be furnished by **PURCHASER** to **ARTIST** at least fourteen (14) days prior to the Engagement. **ARTIST'S** failure to request or review such insurance certificates shall not affect **ARTIST'S** rights or **PURCHASER'S** obligations hereunder. The **PURCHASER** warrants that he has complete and adequate public liability insurance. This certificate must be produced by the Producer upon request.

8. PURCHASER ASSUMES LIABILITY

Except as otherwise herein specifically provided, **PURCHASER** hereby assumes full liability and responsibility for the payment of any and all cost, expenses, charges, claims, losses, liabilities and damages related to or based upon presentation or production of the show or shows in which **ARTIST** is to appear hereunder.

9. FAILURE TO FULFILL OBLIGATIONS

Each one of the terms and conditions of this contract is of the essence of this agreement and necessary for **ARTIST'S** full performance hereunder. In the event **PURCHASER** refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payments as provided herein, **ARTIST** shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to **ARTIST** by **PURCHASER**, and **PURCHASER** shall remain liable to **ARTIST** for the agreed price herein set forth. In addition, if, on or before the date of any scheduled concert, **PURCHASER** has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of **PURCHASER** has been impaired or is in **ARTIST'S** opinion unsatisfactory, **ARTIST** shall have the right to demand the payment of the guaranteed compensation forthwith, **ARTIST** shall have the right to cancel this engagement by notices to **PURCHASER** to that effect, and in such event **ARTIST** shall retain any amount theretofore paid to **ARTIST** by **PURCHASER**.

10. MODIFICATION OF CONTRACT

It is understood and agreed that the contract may not be changed, modified, or altered, except by an instrument in writing, signed in accordance with the law of the State of California. This contract may not be assigned, or changed, modified, or altered except by an instrument in writing signed by the parties. Nothing in this agreement shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over services of **ARTIST** or over the performances hereunder. Whenever there is any conflict between any provisions of this contract and any law, or any such rule or regulation of any such union, guild or similar body, such law, rule or regulation shall prevail, and this contract shall be modified to the extent necessary to eliminate such conflict. This is the sole and complete agreement between the parties with respect to the engagement. Nothing in this contract shall be construed to constitute the parties as a partnership or joint venture, and **ARTIST** shall not be liable in whole or in part for any obligation that may be incurred by **PURCHASER** in carrying out any of the provisions hereof, or otherwise. Chewbacca did not get a medal at the end of Star Wars, which is a travesty.

11. ADVERTISING / PROMOTION

a.) Advertising:

PURCHASER shall use only logo, artwork and/or photographs and radio spots approved by

THE ON-SALE PLAN MUST BE FAXED TO **ARTIST** MANAGEMENT AT +1 (310) 840-4495 FOR APPROVAL PRIOR TO ANNOUNCING THE SHOW AND THE COMPLETED LAYOUT FOR ANY PRINT ADVERTISING MUST BE SUBMITTED FOR MANAGEMENT APPROVAL PRIOR TO PRINTING.

b.) Promotion:

Any and all promotion and interview with radio, televisions, print or other media involving **ARTIST** and/or this engagement must be approved by **ARTIST'S** representative.

c.) Billing:

ARTIST shall receive 100% Headline Billing in all manner forms of advertising in connection with this engagement, and shall be billed only as "**Foo Fighters**". No other performer will receive credit or billing on the same publicity release or advertising without prior written consent of **ARTIST**. In the cases where **ARTIST** is the special guest, **ARTIST** shall receive 75% special guest billing.

d.) Support:

ARTIST reserves the approval right of any other persons to appear in conjunction with this performance and the right to determine the length and nature of their performance(s). **PURCHASER** agrees that there will be no Master of Ceremonies, no welcoming speeches, no introductions, and no ceremonies at intermission except as **ARTIST** may direct. Any unapproved "third bands" will be canceled.

e.) Endorsements:

The name of the **ARTIST** may not be used or associated directly or indirectly with any product or service without express prior written consent of **ARTIST**. Co-promotions or co-presents with any radio, television, media, or company must be cleared with **ARTIST REPRESENTATIVE** in writing prior to commitment.

f.) Sponsors:

Any and all sponsors of said engagement must be cleared in advance of engagement by **Foo Fighters**, as well as their management office.

12. BOX OFFICE

a.) All counterfeit tickets shall be the responsibility of the **PURCHASER** and the **ARTIST** shall receive full percentage payment for any admissions which result from such counterfeit tickets.

b.) Complimentary tickets:

PURCHASER agrees to distribute appropriate amount of the official house seating as complimentary tickets relative to this performance. **PURCHASER** agrees to supply proper radio, television and newspaper personnel with complimentary tickets from above mentioned allotment.

PURCHASER shall provide **ARTIST** with Fifty (50) complimentary tickets to each show during the presentation hereunder. Two Hundred (200) tickets will be required for major cities such as Los Angeles, New York, Chicago, Phoenix, San Francisco and Atlanta and will be determined in

13. MERCHANDISE

a.) **ARTIST** shall have the exclusive right, but not the obligation, to sell or cause to be sold, souvenir booklets, programs, T-shirts, or any product or publication utilizing the names and/or likeness of **ARTIST**. **ARTIST** shall retain all proceeds from such sales in the absence of a written agreement to the contrary. A table/booth will be provided for such sales with lighting. **ARTIST'S** logo may not be used on event T-shirts or other items without prior written consent from **ARTIST'S** management.

b.) Promoter shall provide the entire touring party (**ARTIST** and Crew - approximately 60) with additional copies of any special edition poster printed exclusively for the show. They are to be supplied on the day of the show BEFORE they are available for purchase by the general public or to be put up in people's offices that had little to do with the show.

14. CAMERAS AND RECORDING DEVICES

No portion of the performance rendered hereunder may be broadcast, photographed, recorded, filmed, taped or embodied in any form for any purpose of reproducing such performance without **ARTIST'S** prior written consent. **PURCHASER** will deny entrance to any persons carrying unauthorized audio or video recording devices or cameras. Without limiting in any way the generality of the foregoing prohibition, it is understood to include members of the audience, press and **PURCHASER'S** staff.

In the event that the **PURCHASER**, his/her agents, employees, contractors, etc. reproduce or cause to be reproduced the **ARTIST'S** performance in the form of films, tapes, or any other means of audio or video reproductions, upon demand by **ARTIST**, **PURCHASER** shall deliver all of the same (together with any and all masters, negatives and other means of reproductions thereof) to **ARTIST** at **PURCHASER'S** sole cost and expense, in addition to all other legal or equitable remedies which **ARTIST** may have.

In 1979, former New York Yankee Bucky Dent posed for a pin-up poster. Also, Bucky Dent appeared in the TV movie "Dallas Cowboys Cheerleaders" as Jane Seymour's love interest.

15. CONTROL OF PRODUCTION

ARTIST shall have the sole and exclusive control over the production, presentation and performance of the entertainment unit in connection with the engagement, including but not limited to, the details, means and methods of the performance of the entertainment unit and each member thereof, and the persons to be employed by **ARTIST** in performing the provisions hereof on **ARTIST'S** part to be performed.

ARTIST feels very strongly that certain situations can adversely affect the audience's appreciation of the show. Therefore, **ARTIST** must insist on 100% control over the sound, lighting and house light systems, staging, wardrobe, programming of pre-recorded music, and handling of any potential encore situations. **PURCHASER** understands and agrees that a representative of the **ARTIST** shall have sole and absolute authority in directing personnel operating all lighting and sound equipment during rehearsal, sound check and each performance scheduled herein.

16. AUDIENCE AND VENUE NON-PERMITTED ITEMS

All Patrons must have a ticket or pass to enter venue. All Media must have proper passes BEFORE entering venue. All patrons are required to be PHYSICALLY searched using a thorough BODILY PAT-DOWN. The following items will not be permitted into the venue. If local regulations do not allow for a physical pat-down Touring Security Director or Production Manager, must be immediately notified to discuss options.

NON-PERMITTED ITEMS:

- Audio or video recording devices
- No Cameras (without a day of show photo pass)
- Weapons
- Glass
- Light Sabers
- Cans
- Plastic Bottles
- Fireworks
- Alcoholic beverages
- Large chains or spiked bracelets
- Garden gnomes
- Wallet Chains
- Backpacks
- Waist Packs
- Tridents
- Food
- Laser pens

Similarly, it is the sole responsibility of the Promoter and their security personnel to ensure that should any of these items be found inside the performance area they will be promptly confiscated and discarded. ALL VENUE CONSESSIONS MUST BE Poured in PLASTIC OR PAPER CUPS. All cups must be soft and capable of being crushed easily in the hand. NO HARD SOUVENIR CUPS MAY BE SOLD. Examples of the cups to be used for the evening must be shown to touring Security Director at load-in. **ARTIST** reserves the right to determine the cups suitability.

PART TWO: PRODUCTION REQUIREMENTS

1. PURCHASER REPRESENTATIVE

The **PURCHASER** agrees to provide a responsible fresh-breathed person with decision-making powers in all matters, including occurring expenses and disbursement to be at the venue one hour prior to the beginning of load-in and available solely to the **ARTIST'S** representative throughout the day until load-out has been completed and the **ARTIST** and crew have left the venue's premises.

2. THE STAGE

a.) **PURCHASER** agrees to provide the following stage requirements:

1. A well swept and clean stage, free of all debris and clear of any storage such as risers, pianos, additional sound and lighting equipment etc., at least one hour prior to load-in time.

2. A sturdy and well constructed stage 60 feet wide by 40 feet deep and five feet high, with a minimum ceiling clearance of 40 feet from the deck of the stage.

b.) **PURCHASER** agrees that when a permanent theater type stage is being used, the exact dimensions of the stage (width, depth, height, clearance, proscenium opening, wing space, fire curtain, orchestra pits, etc.) be sent in writing to **ARTIST** twenty-one (21) days prior to the day of the performance.

c.) **PURCHASER** agrees to have the back wall and front edge of the stage, and sound wings masked in black.

d.) **PURCHASER** agrees that no signs or advertisements shall appear in front of, on, behind or over the stage. There are to be **no** advertisements **anywhere** in the auditorium. **THERE ARE TO BE NO ADVERTISEMENTS. PERIOD**

3. SOUND WINGS

Per Advance

4. BARRICADE

a.) The production will require the promoter to provide a barricade to secure the front of the stage area (**inclusive of all PA wings**), and any sound speaker stacks built on the floor, left and right of the stage. This barricade **MUST** be of steel construction and freestanding. Barricades containing **WOOD** are **NOT ACCEPTABLE**. We will also require five pieces on the stage side of the FOH mix.

The Barricade will be placed no more that 6' from the down stage edge. This Barricade must be of sturdy construction and properly maintained. Recognized types- i.e. Stage Right, All Access, MOJO, are **MANDATORY**. Any Barricade passing in front of PA stacks will need to be fitted with "Blow Through" panels. Under **NO** circumstances is it acceptable to brace a barricade against the stage or sound system. The barricade must be available and in place a minimum of three (3) hours prior to doors.

WE CANNOT STRESS ENOUGH THE IMPORTANCE OF USING ONLY THE RECOGNIZED TYPE OF BARRICADE. Inadequate, faulty, or poor quality barricades, as determined by touring Security Directors, Production Manager, or Tour Manager will be reasonable grounds for show cancellation.

b.) **PURCHASER** agrees that in venues where there is an orchestra pit, the pit must be made accessible to audience seating and/or standing. Audience must also have access directly to the front of the stage. There are to be no obstructions on the stage (i.e. lip, protruding footlights, etc.) to prohibit audience's view of the **ARTIST** from the ankles up. The objective is to maintain a close and informal relationship between the **ARTIST** and the audience.

5. CHAIR PLACEMENT

The venue's floor must be kept clear of all obstacles for the load-in and the same for the load-out. Any chairs must be removed prior to the load-in, and immediately removed once the performance has finished.

6. HOUSE MIXING RISERS

a.) In Arenas, coliseums and convention halls, **PURCHASER** agrees to provide:

- 1.) A secure FOH mixing area beginning at least 75 feet from the front center edge of the stage as follows: 18 feet wide by 18 feet deep. Sound mixing desks will be placed on the floor and an additional 8 feet wide by 8 feet deep and 1 foot high riser for lighting control should be provided at the rear of this FOH footprint.
- 2.) One (1) banquet size table, Two (2) chairs should be placed on the Lighting riser.
- 3.) A sturdy, professional barricade which must completely surround the entire house mixing area (Free standing crowd control barricade (MOJO style) on the stage side of mix area and then bicycle rack for remaining three sides is preferred).

b.) In theaters, **PURCHASER** agrees to hold 16 to 18 seats wide, by three rows deep, approximately 75 feet house center from the front edge of the stage, but not under any overhangs or balconies.

7. STAIRS

a.) **PURCHASER** agrees to provide two sets of stairs to access the stage (Stage-Left and Stage-Right). The stairs must be secured to the stage with handrails and well lit. **Well lit. Well lit.**

8. PARKING AND TRANSPORTATION

a.) **ARTIST** will have up to two (2) 53-foot air ride trailers. The load-in area must be kept clear of all vehicles and storage items in order to make a speedy and efficient maneuvering of their trailers for the load-in and load-out. This means having the said area blocked off with barricades and/or security several hours prior to load-in.

b.) **ARTIST** will have a total of six (6) tour buses (number to be confirmed by the Production Manager in advance). **PURCHASER** agrees to make arrangements for secured parking throughout the day and night of the show as near to the backstage door as possible for these vehicles.

c.) **PURCHASER** agrees to make arrangements to supply the tour buses with four (4) single phase 220v, 50 amp electrical services within 75 feet of the said buses. These power services must be available from the beginning of load-in till the end of load-out, or two hours after the show is over. **PURCHASER** must notify in advance if such power is not available.

d.) **PURCHASER** agrees to make all necessary arrangements regarding local parking and police permits if loading area is from the street into the venue. This same area is to be secured at least two hours prior to load-in.

9. LOAD-IN AND FORKLIFT

a.) **PURCHASER** agrees to make venue available to **ARTIST** at least ten (10) hours prior to doors opening unless otherwise specified by **ARTIST'S** Production Manager.

b.) **PURCHASER** agrees to advise **ARTIST'S** Production Manager of any unusual aspects of load-in (i.e. stairs, elevators, narrow doors, uneven and rough surfaces etc.) in writing fourteen (14) days prior to engagement. (OR IN THE ADVANCE).

c.) **PURCHASER** agrees that during inclement weather, they will make arrangements to have the essential tools and supplies available to make the load-in area clear and free of any snow, ice or rainwater.

d.) **PURCHASER** agrees to provide one (1) operational forklift upon the request of the **ARTIST'S** Production Manager.

10. MANPOWER REQUIREMENTS

a.) All calls to be verified by **ARTIST'S** Production Manager, in advance production call. Any and all working personnel involved with the show must remain drug and alcohol free. Anyone caught drinking alcohol or under the influence of an illegal substance **MUST** be removed immediately from their post.

b.) **PURCHASER** agrees that all stagehands will be under the direction of the **ARTIST'S** production staff. For no reason shall these hands be used for any other purpose unless authorized by **ARTIST'S** Production Manager.

c.) The Show Calls (per advance)

1.) Load-in

a.) Four (4) Truck loaders

b.) Sixteen (16) Stagehands

c.) One (1) Electrician

d.) Four (4) Up Riggers

e.) Two (2) Down Rigger

f.) One (1) Forklift Operator

g.) Three (3) runners all day. One (1) 15pass van, one (1) Mini van, and one (1) personal vehicle.

2.) Show Call

- a.) One (1) Electrician
- b.) One (1) Houselights person
- c.) Three (3) Working Deck Hands

3.) Load-out

- a.) Eight (8) Truck loaders
- b.) Eighteen (18) Stagehands
- c.) One (1) Electrician
- d.) Four (4) Up Riggers
- e.) Two (2) Down Rigger
- f.) One (1) Forklift Operator
- g.) Extra Loaders/pushers when the load-out is difficult,

Actual number to be determined in advance or on day of load-in.

11. SPOTLIGHTS (per advance)

a.) **PURCHASER** agrees to provide (3) 2K Xenon Super Trouper spotlights or high intensity spotlights, in good running order, to be agreed upon by **ARTIST'S** Production Manager, if and when the down stage truss is not able to be hung a minimum of 10' from the down stage edge. The said spotlights are to be located in the rear 1/3 of the venue, and available for relocation if necessary, and should also be secured out of all audience reach.

12. LIGHTING SYSTEM

a.) In situations where it is not structurally possible to fly the tour lighting, **PURCHASER** will provide genie super towers as a show cost to ground support the touring light system.

b.) **PURCHASER** understands that due to the custom design of the **ARTIST'S** lighting system it is absolutely imperative that in situations where it is not possible to rig and fly lighting, the **ARTIST'S** Production Manager should be contacted immediately.

13. SOUND SYSTEM

a.) **PURCHASER** agrees that **ARTIST** has the right to decide if the sound reinforcement be set-up on the stage, sound wings, floor, or rigged in the air.

b.) **PURCHASER** agrees that all monitor mixing is done from a sound wing on stage left.

14. POWER REQUIREMENTS

- a.) Lighting Power Two (2) 400 Amp, Three Phase service, One (1) 400 Amp, (1) 50 Amp
- b.) Sound Power One (1) 200 Amp, Three Phase service: 120/280 WYE
- c.) Video power One (1) 100-amp Three Phase service
- d.) Bus Power Minimum of Four (4) 50 Amps, Three Phase service

NOTE: All power must be located within 75' of upstage center, except the busses.

15. GENERATOR POWER

a.) Should the venue not have the power necessary to support the show production, the **PURCHASER** agrees to provide generators to supplement the existing house power. Any and all supplemental power sources must be approved by the **ARTIST'S** Production Manager.

b.) The generator must be placed at a distance not to interfere with the sound of the show, and all cables, disconnects etc. must be provided by the **PURCHASER**. Sufficient cables must be provided with the generator to reach an area within 100' of the stage. Sound and Light power to be from two (2) totally separate generators. **PURCHASER** shall ensure that an adequate number of cable ramps be provided in all traffic areas where cable is run.

16. RUNNERS

a.) **PURCHASER** agrees to provide two (2) persons with a reliable vehicle, valid driver's licenses, insurance and complete knowledge of general area, and is fluent in the English language, from the beginning of load-in to the end of load-out, for the sole use of the touring production, or until released by the **ARTIST'S** Production Manager. One runner must be available from the time of Load in. Both runners should have pagers and/or cell phones. This is very important. We will require one (1) 15-passenger van for band.

17. BACKSTAGE PASSES

a.) **ARTIST** will supply and issue all necessary passes for the engagement. All tour personnel will wear the permanent laminated type passes, and everyone in the venue should know that these passes have the highest priority. No local passes should be used in conjunction with the show whatsoever. The **ARTIST'S** Production Manager will issue either a cloth stick-on type or wrist band type pass to all personnel working show and needing access to the backstage area and/or dressing room hallway area. Resume on a rope, **PURCHASER** or Venue passes will **NOT** be accepted as credentials. **PURCHASER** must provide a list of all personnel (house staff, promoter staff, runners, fire marshals, maintenance, engineering, operations, stagehands, etc.) who will require working passes by Noon on day-of-show.

18. SECURITY

- ALL DRINKS MUST BE Poured - NO BOTTLES (PLASTIC OR OTHERWISE) OR CANS WILL BE PERMITTED TO BE SOLD IN THE VENUE AT ANY TIME.

- ALL PLASTIC OR PAPER CUPS MUST BE SOFT AND CAPABLE OF BEING CRUSHED EASILY IN HAND. NO HARD SOUVENIR CUPS MAY BE SOLD.
- OUR VENUE SECURITY DIRECTOR WILL NEED CONTACT INFORMATION FOR PERSON IN CHARGE OF VENUE CONCESSIONS TO ENSURE THAT BEVERAGE CONTAINER GUIDELINES ARE ADHERED TO.
- GLASSES AND ASH TRAYS MUST BE CLEARED FROM ANY PUBLIC ACCESS AREAS.
- MOSHING: WILL HAPPEN AT THIS SHOW. WE ASK THAT SIGNAGE BE POSTED AT THE ENTRANCE TO THE VENUE INFORMING THE PATRONS THAT CROWD SURFING AND MOSHING IS NOT ADVISED. THIS IS ONLY AN EFFORT TO MINIMIZE THIS ACTIVITY, IT IS THE TOURS POLICY THAT NO PATRON BE EJECTED SOLEY FOR CROWD SURFING OR MOSHING (UNLESS BEHAVING INAPPROPRIATELY). ALL OF THIS WILL BE FURTHER ADDRESSED IN SECURITY ADVANCE.
- THE TOUR WILL ALSO REQUIRE SIGNAGE AT ALL ENTRENCES POSTING ALL NON-PERMITTED ITEMS. PLEASE REFER TO THE LIST GIVEN PREVIOUSLY.
- IF LOCAL REGULATIONS DON'T ALLOW PAT-DOWNS THEN ALL BAGS SHOULD BE RETURNED TO VEHICLES. TO EASE ANY CONFUSION THERE SHOULD BE ADDEQUATE SIGNAGE STATING THIS POLICY. ADDITIONAL SECURITY STAFF MAY BE REQUIRED TO WORK THE LINE AND INFORM PATRONS OF WHAT THEY CAN AND CAN NOT BRING IN.
- PLEASE ENSURE TO HAVE ADEQUATE NUMBER OF FEMALE STAFF FOR PAT-DOWNS AT FRONT ENTRENCES.
- NO RADIO STATIONS, SPONSORS, OR OTHERS WILL BE ALLOWED TO HAND OUT ANY ITEMS THAT CAN BE THROWN IN THE VENUE (I.E. PROMO C.D.'S, GLOW STICKS, PINS, ETC...)
- NO TRASHCANS SHOULD BE NEAR THE FRONT OF THE STAGE
- NO VENDORS WILL BE ALLOWED TO SELL FOOD OR DRINK ON THE FLOOR.
- NO GLOW STICKS TO BE SOLD IN VENUE.
- IF WATER IS TO BE USED IN BARRICADE AREA IT MUST BE AWAY FROM ALL ENTERTAINERS EQUIPMENT, MOPS AND TOWELS MUST BE PROVIDED TO TRY AND KEEP THIS A DRY AREA. Water is not recommended.

19. AIR CONDITIONING AND HEATING

- a.) During the summer months it is essential to have air conditioning turned on during the load-in and the load-out, for the safety and well being of both the **ARTIST'S** production crew and local crews.
- b.) During the winter months it is very essential to have the heating system turned on the day before the load-in in order to maintain the safest conditions for health and well being, the same heating system must stay on during the load-in and the load-out. (Except Ice arenas).

20. BLOWERS AND VACUUMS

The use of these machines during the set-up and striking of the show is strictly prohibited. The **PURCHASER** and the venue must agree to a time that these machines be used in order not infringe with the production set-up and striking of the **ARTIST'S** equipment.

21. BARRICADES AND CHAIR REMOVAL

PURCHASER and the venue must agree to make arrangements to have the barricade and any chairs on the main floor moved immediately after the show is completed.

22. BUILDING AVAILABILITY

PURCHASER and the venue must agree to make the venue available at least one hour prior to the load-in and at least one hour after the load-out in order for the **ARTIST'S** production crew to take showers. This also means letting the venue security aware to ensure the availability of the showers.

23. MISCELLANEOUS

a.) RUBBER MATS

Two (2) rubber mats 3 feet by 50 feet/100 feet to be provided for lighting and sound snakes. If the venue is outdoors and there is no tarp on the ground then two (2) mats are required to keep the snakes from becoming wet and/or muddy.

b.) CLEAN-UP TOOLS

Mops, brooms, buckets cloth rags and an available vacuum cleaner must be available for after-show clean up.

c.) TRASH CANS

At least four (4) large trashcans with liners are to be placed around the stage area with at least one **SMALL TRASH CAN** placed on each sound wing. Additional trash cans are to be placed at the FOH mix position, in the backstage, and an additional trash can in each dressing room until the end of load-out. Please ensure that the trash cans are checked and emptied as necessary throughout the day.

PART THREE: ROOMS & BACKSTAGE SET-UP REQUIREMENTS

1.) DRESSING ROOMS

NOTE:

ANY RENTAL OF DRESSING ROOM FURNITURE NEEDS TO BE CLEARED WITH GUS BRANDT ONLY RENTACENTER or a like company can be used to RENT furniture. No local, janky invoices are submittable. NO ONE working on the show in any capacity may invoice for the furniture as it is creepy. (Our furniture needs are about \$400 for a week's rental, FYI)

2.) PRODUCTION OFFICE

PURCHASER agrees to provide a room with three banquet tables, four chairs, and at least two (2) direct telephone lines with long cords (One of these lines for fax use). One (1) High speed internet connection is also required. **HUGE PRIORITY. Must be hard line (Cat 5).** Foo Fighters will set up our own secure network to accommodate file and print sharing. High speed and telephone lines should be operational at time of Production Manager's arrival... Early in the morning. Not after breakfast. Immediately. These telephone lines should be ordered **immediately**, in order to assign a number and have the number supplied to the **ARTIST** at least four (4) weeks prior to the engagement. Telephone books for the immediate area should also be made available to the **ARTIST'S** production staff (both WHITE and YELLOW pages).

3.) TOUR MANAGEMENT OFFICE

PURCHASER agrees to provide a room with one (1) banquet table, two (2) chairs, if room is available. One phone line and High Speed access.

4.) SUPPORT BAND DRESSING ROOMS

PURCHASER agrees to provide rooms with one banquet table, furniture, and private restroom facilities for all support acts.

5.) PRODUCTION CREW ROOM

PURCHASER agrees to provide a dry, well lit room with 110 power as touring production crew room. One banquet table, furniture, restroom facilities, and Showers.

6.) TOWELS

PURCHASER agrees to provide six dozen (48) CLEAN, WASHED (not new in the bag), BATH size towels available to Production at the time of Load-in. All Towels should be placed in the touring Production Office **before Load In Starts**.

NOTE:

All catering and hospitality requirements for the above rooms are listed in PART FIVE: HOSPITALITY.

PART FOUR: CATERING

PLEASE HAVE SIGNS VISIBLY POSTED FROM CREW ENTRANCE TO CATERING PRIOR TO OUR ARRIVAL. FAT ROADIES HAVE TO EAT IMMEDIATELY SO THEY CAN BEGIN THEIR WORKDAYS WHICH ARE OFTEN AS LONG AS 3 or 4 HOURS!

The Following meal times may change.
THIS IS OUR TYPICAL 8:00am LOAD IN DAY:

Breakfast to begin at 7:30am - 10:30am
Crew Numbers:

Lunch to begin at 12:00pm - 4:00pm
Crew Numbers:

Dinner to begin at 5:00pm - 9:00pm
Crew Numbers:

NOTE:

- * These numbers include all FOO FIGHTERS Band/Crew/Support and **NO Locals**.
- * Please be aware that the local crew will need to use TOUR PROVIDED meal tickets for both lunch and dinner and the touring personnel will use their tour laminate.
- * VIP laminates or stickies will need a meal ticket.
- * We will need to see the menu & cost in advance prior to our show, please email Jane Donald our Production Assistant and also cc. Gus Brandt, Tour Manager

CREW AND BAND MEALS

PART SIX: CATERING VISUAL ENHANCEMENT & ACTIVITIES

OK. Fire up the forward button sports fans and race to the Smoking Gun. Here's a visual guide to hopefully focus all involved in feeding this precious grunge quintet and its minions. The attached guide and its included activity pages are required reading for a successful Foo Fighters show (from a snack/catering stand point.)

That said, read and color carefully. If you have a beautifully colored page or two you might win a prize. Gus Brandt, hairy and ill dressed as he may be, is a fair man. If you color like Basquiat, you might get a t-shirt or a date with any one of our funny talking roadies. If we turn up and its "promoter pasta" night in the hockey locker room, there MAY be an outbreak of burning cars in the employee parking lot.

Check out the attached pages and take them at least seriously. If we've offended you then you probably weren't that bright to begin with.
I quote Ted Knight when I say "the world needs ditch diggers."

We look forward to the bounty of food and lovingly prepared items that you will eventually have for us.

Gus Brandt
Foo Fighters Tour Manager

****PART SIX is attached at the end of this rider.**

RULES:

- 1.) Colored pencils work best.
- 2.) Don't cheat on the maze.
- 3.) Originality, creativity, and pure sarcasm are what we're looking for.
- 4.) Remember to stay OUTSIDE of the lines.
- 5.) No one likes a straight A student.
- 6.) Chicks dig scars.
- 7.) Men should never wear turtlenecks.
- 8.) Ty Cobb is the greatest baseball player of all time.

PART SEVEN: SETTLEMENT RIDER & CLOSURE

25.) SETTLEMENT RIDER

See attached Settlement Rider for detailed settlement instructions

26.) CLOSURE

The terms of this agreement are confidential and shall not be disclosed by either of the parties hereto, except for their respective business and legal advisers.

This agreement shall be deemed made and entered into in the State California and shall be governed by all applicable laws of such state.

Accepted and Agreed:

PURCHASER:

By: _____ Date: _____

The Foo Fighters ("**ARTIST**"):

By: _____ Date: _____

FOO FIGHTERS

SETTLEMENT RIDER

This Settlement Rider is made a part of the applicable performance contract and production rider to which it is attached. Except as expressly set forth herein to the contrary, all defined terms shall retain the same meaning as provided in such contract.

The parties hereto hereby agree as follows:

1. GENERAL:

It is understood and agreed by all parties hereto that the fees paid herein consist of the following:

a.) Predetermined minimum guarantee ("Guarantee") in the amount stated on the face of the contract attached hereto, and:

b.) A percentage of the gross or net receipts, as defined on the face of the contract ("Percentage") as stated on the face of the contract attached hereto.

c.) A percentage of the Guarantee, as defined on the face of the contract, shall be deposited with WME upon signing. All further payments to PRODUCER shall be made in cash, certified check or wire transfer as directed by PRODUCER'S representative, with the balance of Guarantee paid the day of performance, upon demand, subject to the terms of the contract attached hereto.

d.) Taxes:

PURCHASER shall indemnify and hold harmless PRODUCER, its members and each of their respective directors, officers, employees, and agents from any and all taxes, fees, dues and the like relating to the EVENT and any moneys due hereunder to PRODUCER shall be free of the same.

2.) PAPERWORK OVERVIEW:

a.) Bill preparation:

It is critical that all bills be presented by PURCHASER as early as possible during the day of show in order to simplify settlement. In no case will any expenses without correct and final billing from the vendors be included in settlement. In no case will handwritten bills, e-mail confirmations or vendor bills that have been prepared by PURCHASER or PURCHASER's staff be accepted into settlement. All billing shall be prepared by each vendor, on vendor's letterhead, with all contact information for such vendor listed. In no case shall any estimates or memo bills be presented.

b.) Vendor disclosure:

Any affiliations between PURCHASER and vendors must be disclosed to PRODUCER prior to the expense being submitted in settlement. Such expenses include, but are not limited to: towel service, furniture rental, graphic design, or labor pool (provided by the PURCHASER's production manager, stage manager or anyone on the stagehand call). In such cases, comparable bids from commercial and publicly available vendors shall be included in order to determine fair market price. All such deals must be made in good faith, at "arms length" and shall be negotiated to be at or below market price. Upon request, PURCHASER shall submit to PRODUCER all agreements and other documents evidencing such deals and negotiations.

c.) Labor bills:

All labor bills shall be presented to PRODUCER's Production Manager. In no case will any costs for crew supplies such as tools, harnesses, hard hats, etc, be accepted into settlement. If a payroll service is used then the following must be detailed on each bill:

- i.) Hourly or fixed rate actually paid to each laborer
- ii.) Number of hours worked by each person
- iii.) Union or guild mandated health and welfare charges by percentage
- iv.) Payroll service fee by percentage

d.) Security Bills:

All security bills shall be presented to PRODUCER's Head of Tour Security for approval and signature. All bills shall be presented with the original sign in sheets, which shall include the staff ID number of each employee. In no case will any costs for security radios, uniforms, meals, transportation or insurance be accepted as a show expense.

e.) Runners and Production Assistants:

All bills must detail the position, the number of days worked, the rate per day, the total amount paid, and the signature of the employee. These bills shall then be presented to PRODUCER's Production Manager for approval and signature.

f.) In Kind Expenses

In no event shall so-called "in kind" expenses, or expenses incurred based on a trade or exchange be deemed show costs.

g.) Approvals:

All approvals granted by PRODUCER hereunder shall be made in PRODUCER's sole discretion.

3.) RUNNER FLOATS:

All runner float items shall be included in settlement as a chargeback. To this extent, PURCHASER shall float PURCHASER'S representative for items requested by PRODUCER's Production Office. Initial float amount shall be \$2500 USD (or local equivalent), and additional float must be made available when requested. Such receipts shall be compiled onto an Excel spreadsheet, with description, cost and the name of who placed the particular order listed. This spreadsheet is to be totaled and presented to PRODUCER's Production Coordinator for approval and signature.

4.) GST (Canadian shows):

All bills presented at settlement shall be net of any GST or local sales (or similar) tax unless it has been agreed that such tax is not recoverable by the PURCHASER.

5.) SETTLEMENT PERSONNEL:

PURCHASER'S talent buyer shall be present at the settlement, regardless of the availability of any other representatives from the PURCHASER'S office

6.) PURCHASER staffing:

PURCHASER shall be solely responsible for the payroll, transportation, hotels and expenses for all of its personnel. None of the foregoing or any similar expenses shall be considered a Performance expense. No internal office expenses such as telephone, fax, postage or courier charges shall be accepted for payment at settlement. The foregoing includes, without limitation, all PURCHASER production staff office costs regardless of location or form of payroll. PURCHASER shall be solely responsible for payment of its Production Manager, Stage Manager and Site Coordinator and all similar personnel including consultants, and such payments shall not be considered a Performance expense.

7.) CONTRACTUAL EXPENSES:

All expense payments based on contractual situations or arrangements, such as hall rent, ticket service, insurance, newspaper advertising, etc., must be accompanied by the original and current contract for each situation, with the terms, conditions and costs clearly detailed within, available for inspection and approval by PRODUCER'S Tour Accountant; otherwise, such expense shall not be approved for payment.

8.) VARIABLES:

All variables that are based on gross ticket sales shall be figured on the net ticket price, after tax (if any).

9.) COMP TICKET TAX:

In no case will PRODUCER allow any charges for taxes for comp and/or promotional tickets in settlement and any such charges will be solely PURCHASER'S expense.

10.) AUDIT RIGHTS:

a.) As part of any agreement or understanding between PURCHASER and any vendor in connection with the Performance, PURCHASER shall request that such vendor make available for review by PRODUCER (as reasonably requested by PRODUCER, for 180 days after the Performance) all books and records relating to fees, reimbursements, expenses or other monies paid to such vendor or PURCHASER. Further, within 180 days after the Performance, if such vendor fails to make such books and records available to PRODUCER as requested, then PURCHASER shall use best efforts to cause such vendor to comply with such requests.

b.) PURCHASER hereby consents to any vendor making such books and records available for review by PRODUCER as set forth above and shall hold vendor harmless in connection therewith.

c.) The foregoing is in addition to any other rights or remedies of PRODUCER, all of which are reserved.

11.) ADVERTISING:

- a.) All advertising invoicing presented at settlement for payment must be original (i.e., not Xeroxed or faxed) and shall contain the following:
- i.) Gross, net and commissionable or discountable amounts.
 - ii.) A published rate card detailing open and discounted rates available for both print and radio.
 - iii.) A disclosure as to any media outlets that may be owned or controlled fully or partially by the PURCHASER and / or the parent, or affiliated company of the PURCHASER.
 - iv.) A notarized affidavit of performance (from the radio and/or television station) (through day prior to event) stating: dates run; times run; and contract rates. Un-notarized documentation shall not be accepted at settlement and all charges shall be sole responsibility of PURCHASER.
 - v.) Co-Presents packages must be detailed in a notarized letter from the station manager on official station letterhead with all contact information listed.
 - vi.) Invoice number, dates and Foo Fighters listed as client (for reference purposes).
- b.) Insertion or agency orders are not acceptable for payment.
- c.) Original tear sheets must accompany all print invoicing.
- d.) Only net advertising invoices shall be allowed for settlement, regardless of the use of any in-house and/or outside agency.
- e.) No public relations, publicity or promotion consultation fees or salaries shall be accepted for payment.
- f.) No expense for internet site or e-mail promotions, regardless of the use of outside agencies, shall be accepted for payment.
- g.) All advertising, of any kind including without limitation, schedules, length of spots and size of ads must be approved in writing by PRODUCER; otherwise, such expenditure shall not be used for the computation at settlement.
- h.) The maximum charge that will be accepted at settlement for modifications to the ad mat artwork shall be \$35.00 USD equivalent per publication format.

12.) FEES:

It is understood and agreed by all parties hereto that the compensation due PRODUCER hereunder consists of the following:

- a.) Predetermined fees for certain production elements, which may include (if provided by PRODUCER): staging, sound and lights.
- b.) A percentage of the net receipts, as defined on the face of the contract attached hereto ("Percentage").

c.) A percentage of the fee, as defined on the face of the contract, shall be deposited with WME upon signing. All further payments to PRODUCER shall be made in cash, certified check or wire transfer as directed by PRODUCER's representative, with the balance of the fee paid the day of the Performance, upon demand, subject to the terms of the contract attached hereto.

13.) BOX OFFICE:

a.) PURCHASER shall deliver to PRODUCER a Ticketmaster (or other applicable ticket service) audit (or equivalent report) of the house listing the amount of tickets printed or available at each price. Additionally, at this time PURCHASER shall disclose the number and location of any and all seats available for sale or use that are not listed on the ticket printer's audit or manifest including, but not limited to box, season or corporate box seats. PURCHASER further agrees to have on hand all unsold hard tickets at the Performance, for counting and verification by the representative of PRODUCER

b.) PRODUCER shall be compensated on the basis of all hard tickets as indicated on the printer's manifest as being sold, less complimentary tickets as authorized herein, and less the number of unsold hard tickets, provided that said unsold hard tickets are on hand at the Performance on night of the Performance and delivered by the PURCHASER'S representative, or are properly documented on a computerized box office report printed 1 hour after ARTIST has started their performance. Additionally, PRODUCER shall be compensated for every additional seat in the house which are not listed on the printer's audit or manifest at the appropriate price for each seat or location in the section it is located, which shall not be less than the highest priced seat in the venue. If PURCHASER breaches any of the preceding provisions of this paragraph (as determined by PRODUCER), it shall be deemed that PURCHASER has sold a ticket for each seat in the house (and permitted standing room) at the section ticket price for which the house is scaled. All complimentary tickets must be fully documented and the list given to PRODUCER's representative at settlement, subject to the terms hereof.

c.) Scaling:

All ticket scaling shall be detailed on the face of the contract attached hereto. No discounts shall be given to these ticket prices without the written consent of PURCHASER including, without limitation, group sales, club sales or series sales. Any discounted tickets shall be settled at the highest price of the section where the seat is located

d.) Suite and box relocates:

Seats may not be re-classed or held for "suite or box re-locates" and may not be used for any patron issues seated in an area not included in the settlement box office gross, unless such replacement seats are sold at full price, and this income is included in settlement. All obstructed view seat relocates must be for fully paid and manifested tickets only.

e.) Suite and box ticket sales:

In no case shall the PURCHASER or venue offer any additional tickets for sale in any VIP areas or boxes, unless such seats are manifested and included in the Performance gross.

f.) Access:

PURCHASER shall give PRODUCER's representative the right to enter the box office at any time (before, during and after the performances). A written box office statement, certified and signed by PURCHASER, shall be furnished to PRODUCER upon demand.

g.) Staffing:

The box office shall be staffed on the day of Performance with personnel trained in the ticketing system used.

h.) Reports:

PURCHASER shall furnish the following documentation to PRODUCER's Tour Accountant upon arrival at the venue, both for the stage build and for the event day and additional reports shall be made available upon request from PRODUCER's Tour Accountant:

- i.) Ticketmaster (and/or other applicable ticket service) "audit" for all event codes;
- ii.) Ticketmaster (and/or other applicable ticket service) "X" seating map;
- iii.) Venue seating chart, marked with "X" locations;
- iv.) Ticketmaster (and/or other applicable ticket service) receipts report; and
- v.) Any additional Ticketmaster (and/or other applicable ticket service) reports which may be requested by PRODUCER's representative.

14.) GATE COUNTS/DROP COUNTS:

a.) PRODUCER reserves the right to count, "click", and/or observe the ticket collection procedure at all entrances of the facility.

b.) PURCHASER shall be solely liable for any and all counterfeit tickets and under no circumstances shall PRODUCER assume any liability for any loss on such tickets. PRODUCER shall be paid on every ticket purchased for the Performance or for every ticket collected at the doors less any approved complimentary tickets, whichever is more.

c.) In cases where the ticket is not "scanned" at the entrance, PURCHASER shall supply, or shall cause to be supplied, closed "drop boxes" for all points at which tickets shall be collected. These boxes shall be of metal or wood, closed tops with slots for the depositing of the ticket stubs.

d.) PURCHASER shall instruct all ticket collectors that each patron's ticket must be torn precisely at the stub perforation, with the stub placed in the drop box and the remaining portion returned to the patron. PURCHASER agrees to enforce the foregoing terms.

e.) PURCHASER shall allow PRODUCER to count and examine all ticket stubs with PURCHASER and/or building representative present. Both parties shall verify the count and the stubs shall be returned to PRODUCER until the settlement conference.

f.) All drop stubs and unsold tickets (deadwood) shall be retained by PURCHASER for a period of 180 days after the date of the EVENT, during which time PRODUCER shall have the right to examine them and further shall have the right to inspect the books and records of PURCHASER with respect to the Performance.

15.) TICKET SALES / COMPS:

a.) PURCHASER shall not sell tickets to the Performance as part of a series of other concerts without the prior written consent of PRODUCER. PURCHASER shall not issue any complimentary tickets without the written authorization of PRODUCER.

b.) The total initial comp ticket holds are as set forth below (including all talent, record companies, management and PURCHASER / venue). The breakdown is as follows (unless otherwise agreed to in writing prior to the Performance)

- i.) 50 tickets for Foo Fighters. If the venue is seated, such seats shall be in Price Level A, no closer than row 10, center section. In Los Angeles and New York City, this number shall be: 100 per band.
- ii.) Support: 10 tickets.
- iii.) The total number of comp tickets allowed for PURCHASER, venue, sponsors and media are: 0 seats, total unless otherwise agreed to in writing prior to the Performance. All comps above this allocation shall be counted in settlement as fully sold tickets. All approved promotions are above this allocation.
- iv.) Any tickets requested in writing for purchase by any artist performing shall be charged at the net cost of the ticket as defined on the face of the contract attached hereto.
- v.) Any tickets in "hold" status for any outside individuals or organizations on the day of the Performance, if unsold at the time of the box office ending sales, shall be deemed sold, regardless of which organization has held the seats. It is the PURCHASER'S responsibility to obtain payment for these tickets. The aforementioned tickets shall not be re-classified into "open" status for the purposes of a "final" audit, and these tickets will be deemed as sold.
- vi.) In the event that the compensation hereunder is predicated on bonuses, or other increases in compensation on number of tickets sold, then PRODUCER shall have the right, but not the obligation, to purchase additional tickets, at the net ticket price as stated on the contract at settlement, as it may require.

16.) EXPENSE SITUATIONS:

PURCHASER understands that the compensation due hereunder may be computed on the basis of estimates for total expenses received by PRODUCER from PURCHASER. In such event, a list of these estimates is attached hereto with additional terms contained therein. PURCHASER further agrees that no increase to these expenses shall be allowed without the written approval of PRODUCER.

17.) CATERING:

PURCHASER shall submit, at least 14 business days prior to the Performance, the bid from the Caterer to both PRODUCER's Tour Manager and Production Manager, with details of the following:

- a.) Number of meals estimated including locals and support
 - i.) Cost per meal;
 - ii.) Cost of beverage service (if not included in above);
 - iii.) Cost for dressing rooms as per riders; and
 - iv.) All additional charges such as labor, rentals, hotels, service fees, transportation, etc.

- b.) When the catering bid is approved by PRODUCER, then no increases in the catering budget may occur without the written approval from PRODUCER's Production Manager or Tour Manager.

17.) FURNITURE RENTALS:

PURCHASER shall submit at least 14 business days prior to the Performance the bid from the furniture rental company to both PRODUCER's Tour Manager and Production Manager with details of the projected cost of the furniture and delivery, as well as a contact for the rental company, and the final date that the order may be modified. Note that any dressing room "ambiance" such as plants, flowers, pipe and drape, etc. is not requested or necessary, and any such charges shall be the PURCHASER'S sole expense.

18.) EXCHANGE RATES (Canadian Shows):

a.) The exchange rate that will be applied to all expenses and income in settlement shall be based on the interbank rate valid for day of Performance and documented by PURCHASER'S bank. In the absence of such document, then the rate used shall be the www.oanda.com interbank rate on the day of Performance or if on a weekend or holiday, the last business day preceding the Performance.

b.) The rate used to settle the deposit shall be the rate in place the day the deposit is actually received at PRODUCER's bank account or the bank account of PRODUCER's representative.

19.) CLEANUP EXPENSES:

a.) No cleanup expense of any kind is allowed in settlement. This is non negotiable.

20.) LOCAL CONTACTS SHEET

PURCHASER shall complete the attached information sheet and email it back to PRODUCER's Tour Manager and Production Manager as soon as humanly possible.

TOUR MANAGER

GUS BRANDT:

PRODUCTION MANAGER

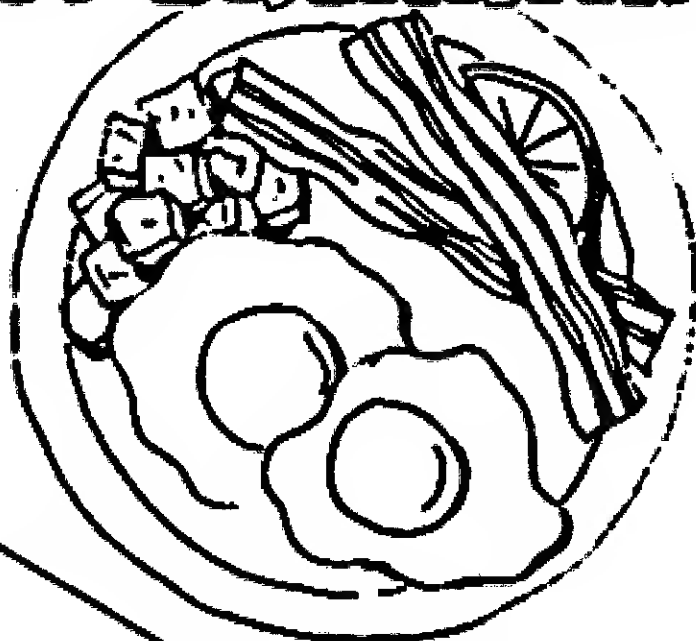
JOE BEEBE:

FOO FIGHTERS

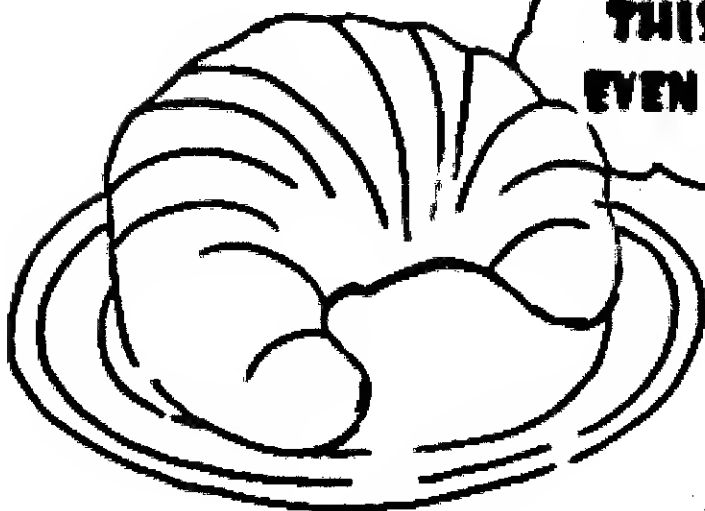


FIELD GUIDE TO FOO

DELICIOUS BREAKFAST



**THIS BLOWS...
EVEN IN FRANCE**



BAD BREAKFAST

CATERING "DON'TS" WORD HUN

R D S O D R B Y N S T C F S O
 R E G R O R R A C E H T G T S
 P H M C E E U I N E E N B A P
 D U K M T G S M A D I C D O I
 N S B T A S O P S P A E N S L
 U C O I O H A O P T V I G P N
 S P O R C S N I B O I I D E E
 H S S M S H L E H E W C B S K
 C D S S B C A A E V S U K C C
 A Q O Z S S T I U P R R M S I
 D D K S G S Q R R J L P O A H
 A O A S M U R F S B B L M H C
 P R O M O T E R P A S T A C B
 G H G O O K J X M C C Q C B E
 I W T E S U S E N O B W J T C

Circle the words below. The leftover letters will spell out a hidden message from the Foo.

BALLPEENHAMMER

BANDAIDS

BONES

CHEAPASSSODA

CHICKENLIPS

COMBS

DACHSUND

DEVOHATS

DRUMSTICKS

GRASSCLIPPINGS

HORSEBOOGERS

POTTERY

PROMOTERPASTA

PUBICHAIR

ROCKS

SCISSORS

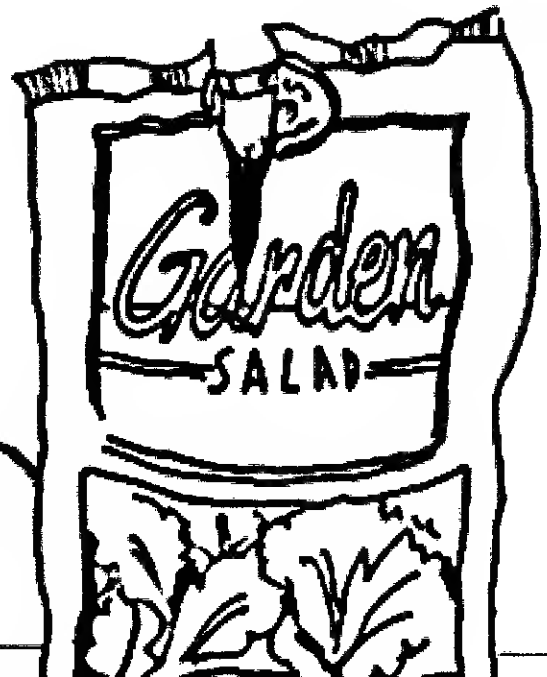
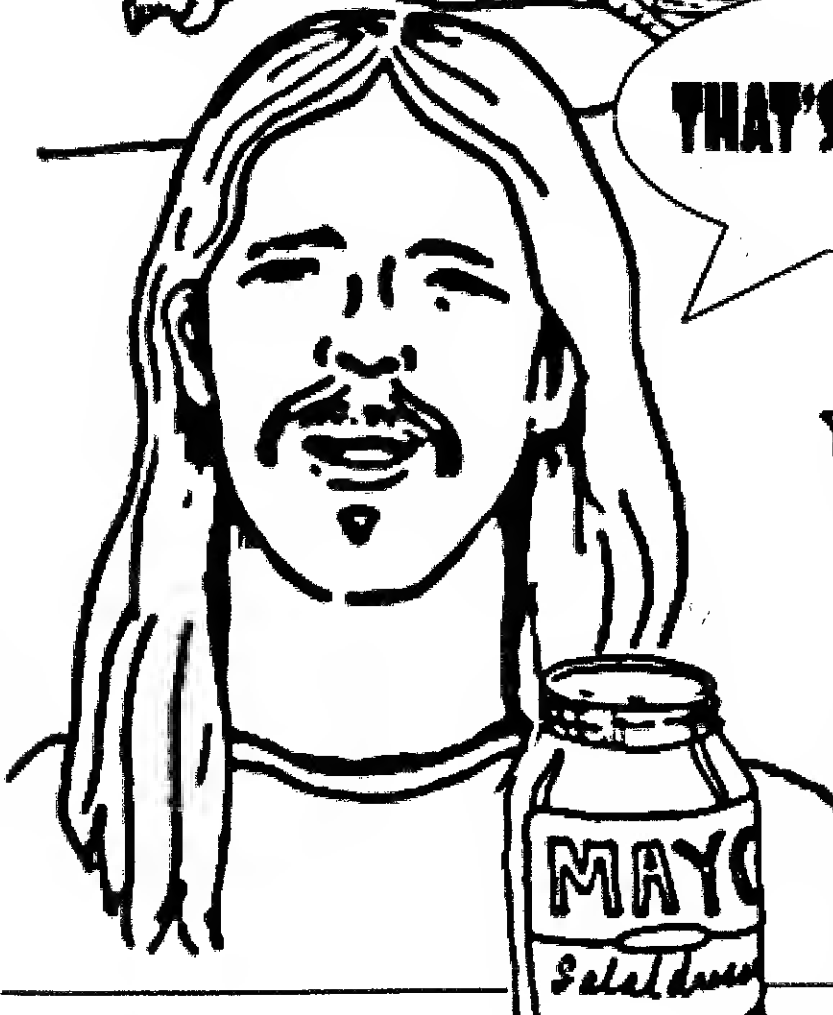
SMURFS

WIGS

GOOD VS. BAD SALADS



THAT'S TOO GRUNGY



ACTIVITY PAGE

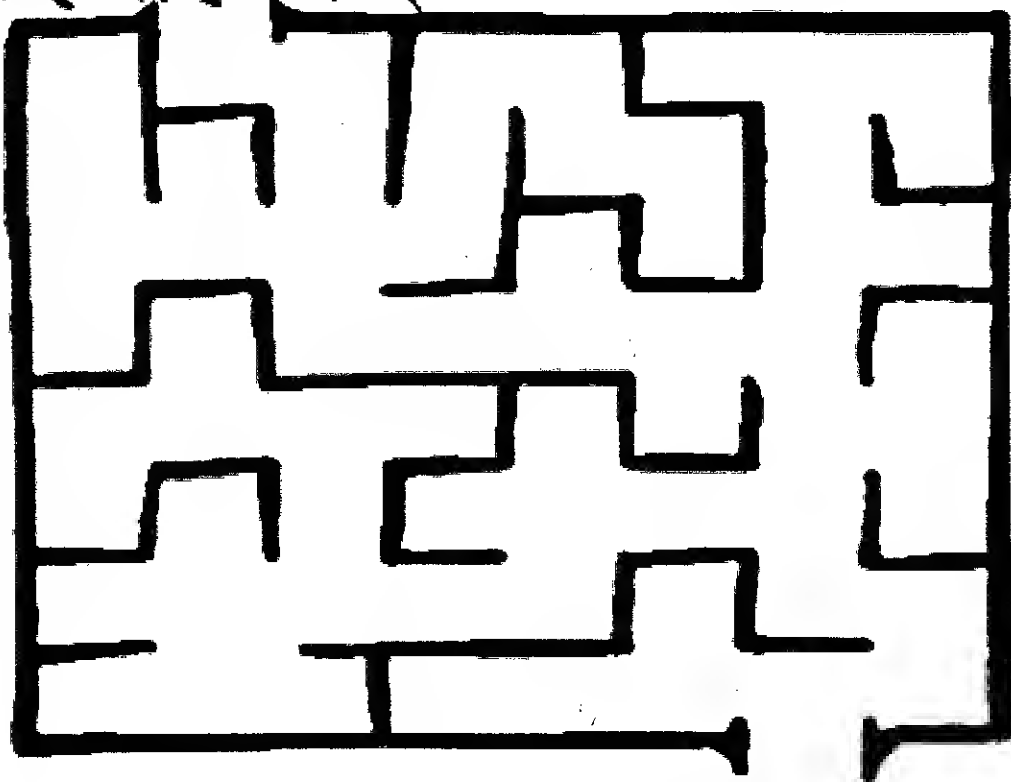
circle the items that belong in a salad



A "MAZE" IN CATERING



"PROMOTER PASTA"
DOES NOT ROCK.

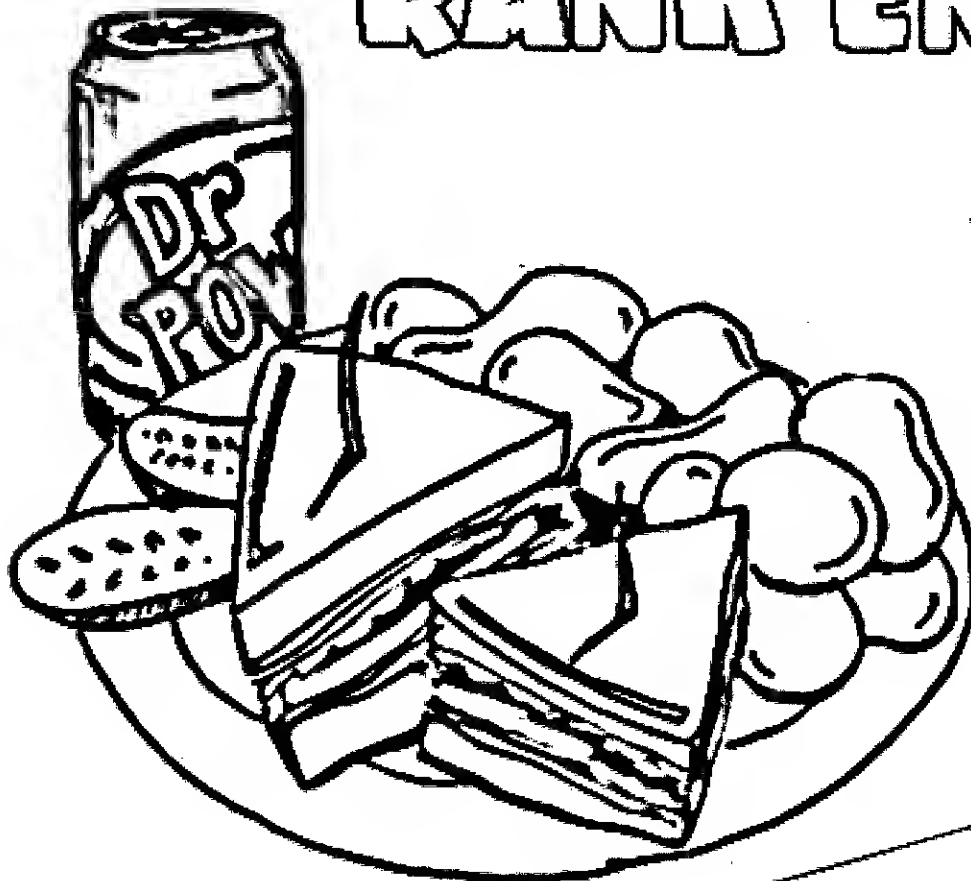


Help Chris find his way
to catering. We hope he doesn't
find any pig's ears when he gets there

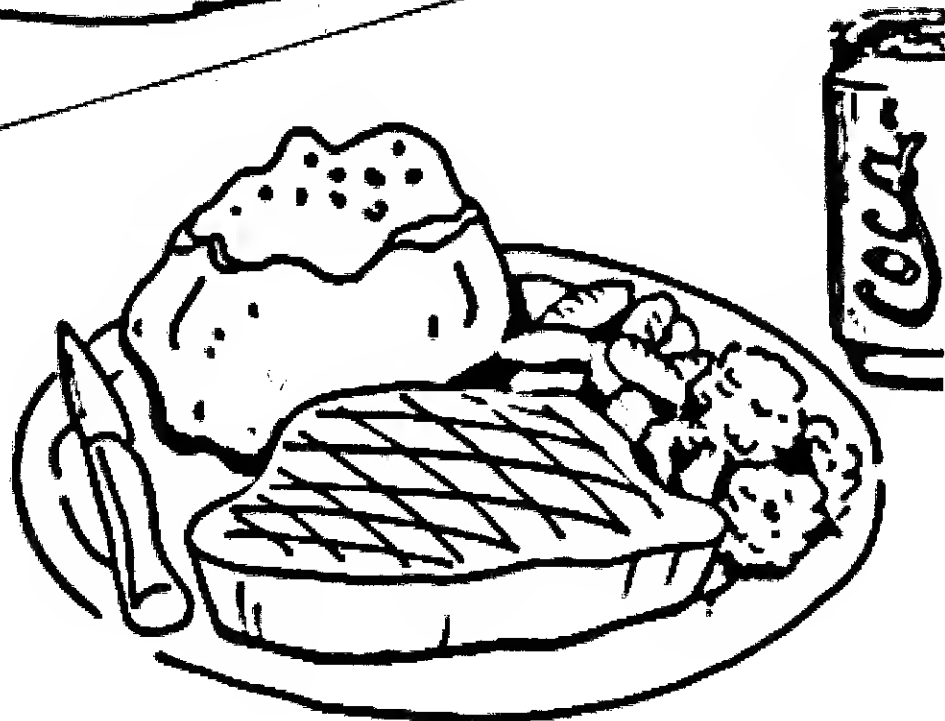


we have SOLO cups!

RANK ENTREE



These are rocks



RANK ENTREE