Street P.O. Box 1821 93024

PARADISE ARTISTS, INC.

Tel:

(805) 646-8433

Fax:

(805) 646-3367

CONTRACT #: 19975

Agreement made this date, Friday, September 24, 2004 by and between High Mileage Inc, P/S/O Lou Gramm (herinafter referred to as Artist) and City of Mason Parks & Recreation (herinafter referred to as Purchaser). It is understood and mutually agreed that the Puchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST(S):

LOU GRAMM lead singer of FOREIGNER

100% CO-HEADLINE BILLING

EVENT:

Red, Rhythm & Boom Celebration

VENUE:

Pine Hill Lakes Park 211 Kingsmills Road,

Mason, OH 45040

Phone:

Fax:

DATE(S):

Sun. July 3, 2005

Artist to perform one (1) show approximately 75 minutes in length.

TYPE:

TICKETS:

Quantity

Grs Price

Cmp/KIs

Deduct

Net Price Discrptn

No. Days/Shws:

Onstage:

6:30РМ арргох.

EXHIBIT

GP:

\$0.00

Capacities

Merchandising

Tax: Net:

\$0.00

Per Show: Total tkts: 0

Artist sell: Build sell:

TERMS:

\$25,000.00 Flat Guarantee

Artist shall be paid in full rain or shine. Lou Gramm will perform immediately prior to Survivor.

Survivor to close the show.

ADDITIONAL PROVISIONS:

Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist, any and all rider requirements.

Purchaser to provide and pay for sound lights and backline equipment per Artist's rider; one (1) Suite and ten (10) single hotel rooms for two (2) nights if needed, hotel must be of Sheraton quality or better; all internal ground transportation.

- rain or shine. Deposit will act as nonrefundable should any portion of contract or rider be breached by the Purchaser.

Deposit check made payable to: (2) nights if needed, hotel must be of Sheraton quality or better; all internal ground transportation. Purchaser agrees Artist will be paid in full

PARADISE ARTISTS

PAYMENTS:

deposit to Paradise Artists, due by: October 8, 2004

The balance of the guarantee (\$12,500.00) shall be paid to Artist or Artist's representative immediately prior to sound check in cash, certified/cashier's check or money order.

Paradise Artists, Inc.Bank Wire Information

Wells Fargo Bank ABA#: 121-000-248 Account#: 6808-09-7091

202 E. Matilija Street, Ojai, CA 93024

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither Paradise Artists, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither Paradise Artists, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

This contract shall not be binding unless signed by all parties hereto. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract. In the event of a conflict between any such attached Addendum and/or Rider and this Agreement, the attached Addendum and/or Rider, as applicable, shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

High Mileage Inc., P75XO Lou Gramm

Peter Matorifi d ÎD#: 20-0868571

C/O Paradise Artists. In

108 E. Matilija Street P.O. Box 1821

Ojai, CA 93024

BOOKING AGENT: Jim Lenz

City of Mason Parks & Recreation

Scot Lakirmer

6000 Mason-Montgomery Rd.

Mason, OH. 45040

513-229-8550

Fay:

CONTACT: Pam Wray

Return all copies to: Paradise Artists, Inc.

- 1. Person signing this contract personally guarantees they are authorized to do so.
- 2. No performance of the engagement shall be recorded, reproduced, or transmitted from the place of the performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist.
- 3. Artist shall receive 100% top billing in all advertising, lights, displays, radio, marquees, programs, and any and all other advertising and publicity media.
- 4. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay Artist(s) full compensation as provided herein.
- 5. All opening/support attractions shall be subject to Artist's prior written approval and shall be paid for by Purchaser.
- 6. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in Los Angeles, California in accordance with the rules and regulations then obtaining of the American Arbitration Association governing three-member panels. The parties hereto agree to be bound by the award in such arbitration and judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

ADDITIONAL TERMS AND CONDITIONS:

SHALL PREVAIL.

- 1. ARTIST'S NAME OR LIKENESS MAY NOT BE USED AS AN ENDORSEMENT OF ANY PRODUCT, SERVICE OR COMPANY IN CONNECTION WITH ANY COMMERCIAL TIE-UP WITHOUT ARTIST'S PRIOR WRITTEN CONSENT.
- 2. IN THE EVENT OF SICKNESS OR OF ACCIDENT TO ARTIST, OR IF A PERFORMANCE IS PREVENTED, RENDERED IMPOSSIBLE OR INFEASIBLE BY ANY ACT OR REGULATION OF ANY PUBLIC AUTHORITY OR BUREAU, CIVIL TUMULT,

 STRIKE, EPIDEMIC, INTERRUPTION IN OR DELAY OF TRANSPORTATION SERVICES, WAR CONDITIONS OR EMERGENCIES OR ANY CAUSE BEYOND THE CONTROL OF ARTIST, IT IS UNDERSTOOD AND AGREED THAT THERE

 SHALL BE NO CLAIM FOR DAMAGES BY EITHER PARTY TO THIS CONTRACT AND ARTIST'S OBLIGATIONS AS TO SUCH PERFORMANCES SHALL BE DEEMED WAIVED. IN THE EVENT OF SUCH NON-PERFORMANCE FOR ANY OF
 THE REASONS STATED IN THIS PARAGRAPH, THE MONIES (IF ANY) ADVANCED TO ARTIST HEREUNDER SHALL BE RETURNED ON A PRORATA BASIS. INCLEMENT WEATHER RENDERING PERFORMANCE IMPOSSIBLE OR
 INFEASIBLE SHALL NOT BE DEEMED AN EMERGENCY AND FULL PAYMENT OF THE AGREED UPON COMPENSATION SHALL BE MADE
 NOTWITHSTANDING. IF PURCHASER AND ARTIST(S) DISAGREE AS TO WHETHER RENDITION OF
 PERFORMANCE(S) IS IMPOSSIBLE OR NOT FEASIBLE BECAUSE OF INCLEMENT WEATHER, ARTIST'S DETERMINATION AS TO PERFORMANCE
- 3. IF, ON OR BEFORE THE DATE OF ANY SCHEDULED PERFORMANCE, PURCHASER HAS FAILED, NEGLECTED OR REFUSED TO PERFORM ANY CONTRACT WITH ANY OTHER PERFORMER FOR ANY EARLIER ENGAGEMENT, OR IF THE FINANCIAL STANDING OR CREDIT OF PURCHASER HAS BEEN IMPAIRED OR IS UNSATISFACTORY, ARTIST SHALL HAVE THE RIGHT TO DEMAND THE PAYMENT OF THE GUARANTEED COMPENSATION FORTHWITH. IF PURCHASER FAILS OR REFUSES TO MAKE SUCH PAYMENT FORTHWITH, ARTIST SHALL HAVE THE RIGHT TO CANCEL THIS ENGAGEMENT BY NOTICE TO PURCHASER TO THAT EFFECT, AND IN SUCH EVENT, ARTIST SHALL RETAIN ANY AMOUNTS THERETOFORE PAID TO ARTISTS BY PURCHASER.
- 4. ARTIST SHALL HAVE THE RIGHT TO SELL SOUVENIR ITEMS, INCLUDING BUT NOT LIMITED TO T-SHIRTS, BOOKS, PHOTOGRAPHS, AND RECORDINGS ON THE PREMISES OF THE PLACE(S) OF ENGAGEMENT WITHOUT ANY PARTICIPATION IN THE PROCEEDS BY PURCHASER SUBJECT, HOWEVER, TO CONCESSIONAIRE'S REQUIREMENTS, IF ANY.
- 5. IT IS AGREED THAT ARTIST SIGNS THIS CONTRACT AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. ARTIST SHALL HAVE EXCLUSIVE CONTROL OVER THE MEANS AND METHODS EMPLOYED IN FULFILLING EACH OBLIGATION OF ARTIST HEREUNDER, IN ALL RESPECTS AND IN ALL DETAILS, THIS CONTRACT SHALL NOT, IN ANY WAY BE CONSTRUED SO AS TO CREATE A PARTNERSHIP, OR ANY KIND OF JOINT UNDERTAKING OR VENTURE BETWEEN THE PARTIES HERETO.
- 6. PURCHASER SHALL PAY ALL COSTS OF ANY ADDITIONAL ARTIST AS MAY BE REQUIRED BY ANY JURISDICTIONAL AUTHORITY, OTHER THAN THOSE ARTISTS FURNISHED AS PART OF ARTIST'S REGULAR GROUP.
- 7. IT IS EXPRESSLY AGREED BY THE PARTIES HERETO THAT PARADISE ARTISTS, INC. IS ACTING AS AGENT FOR ARTIST, SOLELY IN CONNECTION WITH THE ARTIST'S LIVE PERFORMANCE AND THAT PARADISE ARTISTS, INC. SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION ON THE PART OF EITHER ARTIST OR PURCHASER IN CONNECTION WITH THIS AGREEMENT OR THE LIVE PERFORMANCE BY ARTIST AS CONTEMPLATED HEREIN. IT IS FURTHER AGREED NEITHER PURCHASER NOR ARTIST WILL NAME OR JOIN PARADISE ARTISTS, INC. AS A PARTY IN ANY CIVIL ACTION OR SUIT ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT.
- 8. THIS CONTRACT CANNOT BE ASSIGNED OR TRANSFERRED WITHOUT THE PRIOR WRITTEN CONSENT OF ARTIST. IT CONTAINS THE COMPLETE UNDERSTANDING OF THE PARTIES HERETO AND MAY NOT BE AMENDED, SUPPLEMENTED, VARIED OR DISCHARGED, EXCEPT BY AN INSTRUMENT IN WRITING. THE VALIDITY, CONSTRUCTION AND EFFECT OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, REGARDLESS OF THE PLACE OF PERFORMANCE. THIS CONTRACT IS NOT BINDING UPON THE PARTIES UNTIL EXECUTED AND DELIVERED BY ARTIST OR HIS DESIGNEE TO PURCHASER. THE TERMS "ARTIST" AND "PURCHASER" AS USED HEREIN SHALL INCLUDE AND APPLY TO THE SINGULAR AND THE PLURAL AND TO ALL GENDERS.

DATE

street P.O. Box 1821 93024

PARADISE ARTISTS, INC.

Tel: Fax:

(805) 646-8433 (805) 646-3367

CONTRACT #: 19979

Agreement made this date, Monday, September 27, 2004 by and between Survivor Music, Inc. (herinafter referred to as Artist) and City of Mason Parks & Recreation (herinafter referred to as Purchaser). It is understood and mutually agreed that the Puchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST(S):

Survivor

100% CO-HEADLINE BILLING

EVENT:

Red, Rhythm & Boom Celebration

VENUE:

Pine Hill Lakes Park 211 Kingsmills Road,

Mason, OH 45040

Phone:

Fax:

DATE(S):

Sun. July 3, 2005

Artist to perform one (1) show approximately 75 minutes in length.

TYPE:

TICKETS:

Quantity

Grs Price Cmp/Kls Deduct

Net Price Discrptn

No. Days/Shws:

Onstage:

8:10PM approx.

GP:

\$0.00

Capacities

Merchandising

Tax:

Per Show:

Artist sell:

\$0.00 Net:

Total tkts: 0

Build sell:

TERMS:

\$25,000.00 Flat Guarantee

Artist shall be paid in full rain or shine. Lou Gramm will perform immediately prior to Survivor.

Survivor to close the show.

ADDITIONAL PROVISIONS:

Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist, any and all rider requirements.

No merchandise percentage subtracted on sale of Survivor CD's. Purchaser to provide and pay for sound & lights and backline musical equipment to meet with Artist's specifications and approval. All internal ground transportation. Two (2) suites and seven (7) single hotel rooms for two (2) nights if needed. The deposit shall act as a non-refundable deposit if any provision of this contract and rider are breached by the

> Deposit check made payable to: PARADISE ARTISTS

PAYMENTS:

\$12,500.00 US deposit to Paradise Artists, due by: October 8, 2004

The balance of the guarantee (\$12,500.00) shall be paid to Artist or Artist's representative immediately prior to sound check in cash.

Paradise Artists, Inc.Bank Wire Information

Wells Fargo Bank ABA#: 121-000-248 Account#: 6808-09-7091

202 E. Matilija Street, Ojai, CA 93024

t is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither Paradise Artists, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither Paradise Artists, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

This contract shall not be binding unless signed by all parties hereto. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract. In the event of a conflict vetween any such attached Addendum and/or Rider and this Agreement, the attached Addendum and/or Rider, as applicable, shall govern.

N WITNESS WHEREOF, the parties have executed this Agreement on the date first above written

Survivor Music, Inc.

Frankie Sullivan

Fed ID #:

36-3934117

City of Mason Parks & Recreation

'/O Paradise Artists, Inc.

08 E. Matilija Street P.O. Box 1821

)jai, CA 93024

300KING AGENT: Jim Lenz

Scot

6000 Mason-Montgomery Rd.

Mason, OH, 45040

513-229-8550

Fax:

CONTACT: Pam Wray

Return all copies to: Paradise Artists, Inc.

- 1. Person signing this contract personally guarantees they are authorized to do so.
- 2. No performance of the engagement shall be recorded, reproduced, or transmitted from the place of the performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist.
- 3. Artist shall receive 100% top billing in all advertising, lights, displays, radio, marquees, programs, and any and all other advertising and publicity media.
- 4. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay Artist(s) full compensation as provided herein.
- 5. All opening/support attractions shall be subject to Artist's prior written approval and shall be paid for by Purchaser.
- 6. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in Los Angeles, California in accordance with the rules and regulations then obtaining of the American Arbitration Association governing three-member panels. The parties hereto agree to be bound by the award in such arbitration and judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

ADDITIONAL TERMS AND CONDITIONS:

- 1. ARTIST'S NAME OR LIKENESS MAY NOT BE USED AS AN ENDORSEMENT OF ANY PRODUCT, SERVICE OR COMPANY IN CONNECTION WITH ANY COMMERCIAL TIE-UP WITHOUT ARTIST'S PRIOR WRITTEN CONSENT.
- 2. IN THE EVENT OF SICKNESS OR OF ACCIDENT TO ARTIST, OR IF A PERFORMANCE IS PREVENTED, RENDERED IMPOSSIBLE OR INFEASIBLE BY ANY ACT OR REGULATION OF ANY PUBLIC AUTHORITY OR BUREAU, CIVIL TUMULT, STRIKE, EPIDEMIC, INTERRUPTION IN OR DELAY OF TRANSPORTATION SERVICES, WAR CONDITIONS OR EMERGENCIES OR ANY CAUSE BEYOND THE CONTROL OF ARTIST, IT IS UNDERSTOOD AND AGREED THAT THERE SHALL BE NO CLAIM FOR DAMAGES BY EITHER PARTY TO THIS CONTRACT AND ARTIST'S OBLIGATIONS AS TO SUCH PERFORMANCES SHALL BE DEEMED WAIVED. IN THE EVENT OF SUCH NON-PERFORMANCE FOR ANY OF THE REASONS STATED IN THIS PARAGRAPH, THE MONIES (IF ANY) ADVANCED TO ARTIST HEREUNDER SHALL BE RETURNED ON A PROPREASIBLE SHALL NOT BE DEEMED AN EMERGENCY AND FULL PAYMENT OF THE AGREED UPON COMPENSATION SHALL BE MADE NOTWITHSTANDING. IF PURCHASER AND ARTIST(S) DISAGREE AS TO WHETHER RENDITION OF PERFORMANCE(S) IS IMPOSSIBLE OR NOT FEASIBLE BECAUSE OF INCLEMENT WEATHER, ARTIST'S DETERMINATION AS TO PERFORMANCE
- 3. IF, ON OR BEFORE THE DATE OF ANY SCHEDULED PERFORMANCE, PURCHASER HAS FAILED, NEGLECTED OR REFUSED TO PERFORM ANY CONTRACT WITH ANY OTHER PERFORMER FOR ANY EARLIER ENGAGEMENT, OR IF THE FINANCIAL STANDING OR CREDIT OF PURCHASER HAS BEEN IMPAIRED OR IS UNSATISFACTORY, ARTIST SHALL HAVE THE RIGHT TO DEMAND THE PAYMENT OF THE GUARANTEED COMPENSATION FORTHWITH. IF PURCHASER FAILS OR REFUSES TO MAKE SUCH PAYMENT FORTHWITH, ARTIST SHALL HAVE THE RIGHT TO CANCEL THIS ENGAGEMENT BY NOTICE TO PURCHASER TO THAT EFFECT, AND IN SUCH EVENT, ARTIST SHALL RETAIN ANY AMOUNTS THERETOFORE PAID TO ARTISTS BY PURCHASER.
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- 7. IT IS EXPRESSLY AGREED BY THE PARTIES HERETO THAT PARADISE ARTISTS, INC. IS ACTING AS AGENT FOR ARTIST, SOLELY IN CONNECTION WITH THE ARTIST'S LIVE PERFORMANCE AND THAT PARADISE ARTISTS, INC. SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION ON THE PART OF EITHER ARTIST OR PURCHASER IN CONNECTION WITH THIS AGREEMENT OR THE LIVE PERFORMANCE BY ARTIST AS CONTEMPLATED HEREIN. IT IS FURTHER AGREED NEITHER PURCHASER NOR ARTIST WILL NAME OR JOIN PARADISE ARTISTS, INC. AS A PARTY IN ANY CIVIL ACTION OR SUIT ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT.
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SIGNATURE	DATE
	Dille