



Indiana State Fairgrounds • 1202 East 38th Street • Indianapolis, IN 46205-2869
(317) 927-7500 • FAX (317) 927-7695
www.indianastatefair.com

July 25, 2011

Paradigm
Attn: Larry Webman
360 Park Ave. South 16th Floor
New York, NY 10010

Dear Mr. Larry Webman:

Enclosed is the Professional Services Contract between and the Indiana State Fair Commission for the Sara Bareilles concert on August 13, 2011.

Please sign where indicated and **return the twelve (12)** original pages (including the ISFC Rider) to: **Indiana State Fair, Attention: Contracts Office/Communications Building, 1202 East 38th Street, Indianapolis, IN 46205.**

I will forward a fully executed copy of the Contract to you for your files, once all signatures are obtained.

We look forward to working with you and appreciate your interest in working with the Indiana State Fair Commission.

Sincerely,

A handwritten signature in black ink, appearing to read "Shana Cameron". The signature is fluid and cursive.

Shana Cameron, Intern
Contracts Office

Enclosures



AUGUST 5 - 21, 2011

It's Incredible!

2011 INDIANA STATE FAIR COMMISSION ("ISFC") RIDER

Sara Bareilles
Saturday, August 13, 2011

THE TERMS OF THIS ISFC RIDER WILL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS CONTAINED IN THE ENGAGEMENT CONTRACT AND ITS ASSOCIATED RIDERS. THIS RIDER IS INCORPORATED BY REFERENCE AS PART OF THE ENGAGEMENT CONTRACT.

INDIANA STATE LAW AND/OR STATUTES GOVERN THE FOLLOWING:

1. **PAYMENTS** – All payments will be made by Indiana State Fair Commission check at the conclusion of the performance. The check will be made payable to the person or entity entering into the Engagement Contract unless otherwise specified below. The Indiana State Fair Commission is required to report this payment, accompanied by the federal identification number of the payee, to the IRS. (The IRS performs a name/identification number match-up. Failure to match-up shall result in a \$50 fine.) No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

Issue check to TINY TOURS INC
Complete Address c/o P3BM 235 PARK AVE SOUTH, 9TH FLOOR
NEW YORK NY 10003
Federal Identification Number 20 4128779.

2. **ALCOHOLIC BEVERAGES** - IC 7.1-5-10-17 prohibits the sale or dispensing of alcoholic beverages, including beer, on the Fairgrounds during the Indiana State Fair. Terms and conditions of the Indiana State Fair Commission's Retailer Permit #RR4923796 further prohibits alcoholic beverages from being brought onto the Fairgrounds at any time. In addition, alcoholic beverages will not be included in food and drink requests of entertainers, artists and crews.

3. **INDEMNIFICATION** - Contractor agrees to indemnify, defend and hold harmless the Indiana State Fair, the Indiana State Fair Commission and their respective agents, officers and employees from all claims and suits including court costs, attorney fees, and other expenses, caused by any act of the Contractor and or subcontractors, if any, against any and all injuries including death.

4. **FORCE MAJEURE** - In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster, environmental contamination, hostile military or paramilitary action, riot, or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

5. **INSURANCE** - Pursuant to IC 34-13-3 et seq., the Indiana State Fair Commission is covered by the Indiana Tort Claims Act. The liability of the Indiana State Fair Commission is limited by IC344-16.5-4 to \$500,000 for injury or death to one person in one occurrence and may not exceed \$5,000,000.00 for injury or death to all person in that occurrence.

6. **MAXIMUM COMBINED AGGREGATE LIABILITY** - The ISFC falls within the coverage of the Indiana Tort Claims Act, IC 34-13-3, et seq. IC 34-13-3-4 provides that the combined aggregate liability of all governmental entities and all public employees acting within the scope of employment does not exceed \$700,000 for injury or death of one (1) person in any one (1) occurrence and does not exceed \$5,000,000 for injury or death of all persons in that occurrence.

7. **NO ADDITIONAL COMPENSATION OR PAYMENTS** - State contracting procedures prohibit the ISFC from paying any additional compensation, fees or expenses other than the agreed sums and percentages set forth in the Entertainment Contract.

8. **ORDER OF PRECEDENCE**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) the ISFC Rider; (2) Contract; (3) Other Attachments.

9. **NON-DISCRIMINATION** - Pursuant to IC 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

10. **SECURITY** - Indiana State Police provides a large contingent of officers to work during the Fair. There is also a detail of State Police assigned to each of the entertainment facilities; i.e. Pepsi Coliseum and ISF Grandstand. They are familiar with the State Fair audiences and shows, and are most cooperative.

THE FOLLOWING RULES AND POLICIES OF THE ISFC ARE ALSO APPLICABLE AND INCORPORATED INTO THE ENTERTAINMENT CONTRACT:

11. **BACKSTAGE IDENTIFICATION** - The ISFC stage manager will issue backstage passes to ISFC personnel who typically have required functions related to the stage. Gatekeepers will recognize ISFC passes as well as Artist's passes.

12. **COMPLIMENTARY TICKETS** - The ISFC requires complimentary tickets equal to 2% of the capacity, such tickets to be used by ISFC in its sole discretion.

13. **DOORS** - The doors to the ISFC Grandstand will open to the public one hour prior to the scheduled time of the show.

14. **EXCLUSIVE PERFORMANCE** - Artist agrees not to perform or advertise 90 days prior to and 30 days after the date of this performance within a 100-mile radius of the Indiana State Fairgrounds.

15. **FLY SOUND/LIGHTS** - ISFC expects to erect a temporary roof/grid system to accommodate flying lights for Fair Concerts and/or Events. Sound wings are provided downstage left and right for stack sound.

16. **INCLUSIVITY** - Performer shall, at Contractor's own expense, provide and be responsible for any and all supplies, employees, travel related expenses, etc. needed to carry out the terms of this contract. Purchaser has no financial obligation to the Contractor whatsoever other than those detailed in the contract/agreement.

17. **OFFENSIVE LANGUAGE & PROFANITY** - Please be aware that some members of Artist's audience as well as Fair attendees outside the ISFC Grandstand may be sensitive to offensive language and/or profanity. No offensive language and/or profanity intentionally directed to the audience shall be allowed.

Notwithstanding this prohibition, it is not the intent of ISFC or its Directors to censor lyrical content or to challenge artistic freedom. Instead, ISFC asks that Artist make a conscious effort to be sensitive to the family-friendly environment of the Fair and refrain from the unnecessary use of offensive language and/or profanity.

18. **OPENING ACTS** - The ISFC reserves the right to approve all opening acts.

19. **PROGRAM & NOVELTY MERCHANDISING** - The Indiana State Fair Commission grants the right to sell and distribute all approved (by the Indiana State Fair Commission) merchandising, including, but not limited to, programs, photographs, albums, tapes, disc, hats, T-shirts and novelties. Any such items provided by, and sold by, the artist, net of Indiana Sales Tax, will be divided 80% to the artist and 20% to the Indiana State Fair Commission. Artist will provide breakdown of items sold and unit prices. Settlement will occur with the Indiana State Fair Commission Accounting Department.

20. **SAFETY REGULATIONS** - The Artist shall not throw or toss objects of any kind from the stage, or encourage patrons to throw or toss any sort of object to the stage. The Artist shall not call patrons to the stage, encourage patrons to come to the stage, or to dance, stand, or sit in the aisles or otherwise block ingress or egress from the venue. No bottled gasses are permitted at the ISFC Grandstand.

21. **STANDARDS OF PERFORMANCE** – Contractor’s services shall be of professional quality and performed in accordance with Indianapolis, IN community standards. Contractor agrees to consult with the Purchaser’s staff as necessary, to assure that Contractor understands the nature and scope of the work to be performed hereunder and its satisfactory completion.

22. **TICKETS** - The ISFC uses the Ticketmaster system for Indiana State Fair Events. Tickets sold through Ticketmaster include an \$8.00 Fair Gate Admission charge. This Fair Gate Admission is excluded from Artist’s settlement.

23. **TRANSPORTATION** - The ISFC does not furnish limousines or limousine transportation. If asked, ISFC personnel will assist in making arrangements at the Artist’s request and expense.

24. **TURNSTILES** - not available at ISFC Grandstand Entry Points.

25. **VENUE SPONSORSHIPS** - For the ISFC Grandstand, all promotional materials and signage must identify the venue as the ISFC Grandstand. Pepsi-Cola is the venue sponsor of the Coliseum. All promotional materials and signage must identify the venue as the Pepsi Coliseum.

26. **NON-COLLUSION** - The undersigned, being duly sworn on oath, says that he/she is the contracting party, or, that he/she is the representative, agent, member, or officer of the contracting party; that he/she has not, nor has any other member, representative, agent or officer of the firm, company, corporation or partnership represented by him directly or indirectly, entered into or offered to enter into any combination, collusion, or agreement to receive pay, and that he has not received, or paid, another consideration for the execution of the annexed contract other than which appears upon the face of the contract.

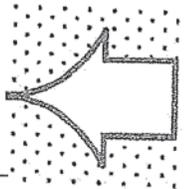
In witness whereof, the parties have executed this Rider effective as of the dates set forth below.

INDIANA STATE FAIR COMMISSION

ARTIST/CONTRACTOR/CLIENT

BY: _____
Executive Director

BY: Jordan Feulstein



Date _____

Date 8.4.11

360 Park Ave South 16th Floor
New York NY 10010

PARADIGM

Phone: (212) 897-6400
Fax: (212) 703-7599

BOOKING AGENT: Larry Webman

CONTRACT #: 13310

This Agreement is made this date, Wednesday, June 8, 2011 by and between Tiny Tours, Inc. (hereinafter referred to as Artist) and Live 360 (hereinafter referred to as Purchaser). Paradigm acts only as an agent for ARTIST and assumes no liability hereunder.

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): SARA BAREILLES 75% SPECIAL GUEST, TO APPEAR IMMEDIATELY
VENUE: Indiana State Fair Production: Annie O'Toole Phone: (317) 843-8003
State Fairgrounds 1202 East 38th St., Indianapolis, IN 46205
Phone: (317)927-7500 Fax: (317)927-7695

DATE(S): Sat, Aug 13, 2011
Artist to Perform one (1) show approximately 45 minutes in length.

TICKETS:	Quantity	Grs Price	Cmp/Kts	Deduct	Net Price	Discriptn	No. Days/Shws:
	500 @	51.00			51.00	Pit	1 / 1
	4,101 @	51.00			51.00	P1	Load In: per adv
	6,883 @	36.00			36.00	P2	Snd Chck: per adv
	4,066 @	26.00			26.00	P3	Doors Open: 6:30 PM
	105 @	0.00			0.00	Comps	Showtime(s): 7:30 PM
	GP: 588,155.00		Capacities			Merchandising	Onstage: 7:30 PM
	Tax:		Per Show: 15,655			Artist sell:	Ages: All Ages
	Net: 588,155.00		Total kts: 15,655			Build sell: 25 %	Curfew:

TERMS: \$ 20,000.00 Flat Guarantee
FLAT

PLUS Purchaser agrees to provide and pay for S&L to meet with Artist's specifications and approval.

ADDITIONAL PROVISIONS: Purchaser shall provide and pay for, as per Artist's specifications and approval, at no extra cost to Artist any and all rider requirements.
Artist to Receive 30 Comps.
Artist to Receive 90% of All Recorded Merch.

OTHER ACT(S): Sugarland

PAYMENTS: ~~\$2,000.00~~ Deposit to this Agency by certified check or bank wire only due by: ~~8/31/11~~ *No deposit per offer after*
The balance of the guarantee to be paid to Artist or Artist's representative immediately prior to the performance via cash, certified/cashier's check or money order.

Paradigm Talent Agency Bank Wire Information: City National Bank Account Name: Paradigm Client Trust [LBM] ABA#: 122016066 / SWIFT Code: CINAUS6L
Account#: 113264764 400 N. Roxbury Dr. 5th Floor, Beverly Hills, CA 90210

ARTIST RESERVES THE RIGHT TO UPDATE THEIR RIDER AT ANY TIME PRIOR TO PERFORMANCE. CONTRACT AND ATTACHED RIDER TO BE SIGNED AND IMMEDIATELY RETURNED TO PARADIGM, INC.

1. No performance on the engagement shall be recorded or transmitted from the place of performance, in any matter or by any means whatsoever, in the absence of a specific written agreement with the ARTIST relating and permitting such recording, reproduction or transmission. This prohibition shall not be subject to any procedure of arbitration and the ARTIST may enforce this prohibition in any court of competent jurisdiction.

2. It is expressly understood by the PURCHASER and the ARTIST(S) who are parties to this contract that PARADIGM shall not held liable for the performance or breach of any provision hereof.

3. A representative of PARADIGM, or the ARTIST shall have access to the place of engagement covered by this contract for purposes of communicating with the musician(s) performing the engagement and the PURCHASER.

4. The agreement of the musician to perform is subject to proven detention by sickness, nets, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

5. Provided ARTIST is ready, willing and able to perform, PURCHASER agrees to compensate ARTIST in accordance with the terms hereof, in full, regardless of acts of God, fire, accident, riot, strike or any event(s) of any kind whatsoever.

6. PURCHASER'S violation of or failure to perform or fulfill any of the terms, covenants, or conditions set forth in this agreement shall constitute a material breach, which shall entitle ARTIST, in addition to any and all other remedies performance(s) of this engagement without any liability to ARTIST, and in such event, Purchaser shall be obligated to ARTIST for the full amount of the compensation guaranteed to ARTIST, in addition to any and all other remedies or such breach which remedies shall be cumulative. Each term, covenant and condition hereof is an essential condition precedent to ARTIST'S obligation to perform; and any breach by PURCHASER shall entitle ARTIST to recover, without limitation, damages for any loss of good will, and injury to ARTIST'S reputation, all costs and disbursements of ARTIST in reliance upon the engagement and ARTIST'S actual attorney's fees and costs in connection with any suit, arbitration or other proceeding whether or not reduced to final judgement or award, arising out of this contract or engagement or to enforce the terms hereof.

ANY AND ALL RIDERS AND ARTIST ADDENDUMS ATTACHED HERETO ARE MADE A PART OF ARTIST Corp. information located below

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written. The contract signatory is required to attend and settle this engagement.

Tiny Tours, Inc.

Fed ID #: 20-4128779

c/o PSBM, 149 West 57th St. 2A

New York NY 10019

212-246-6433

Fax: 212-246-6434

Live 360

Annie O'Toole

X

3815 River Crossing Parkway

Indianapolis, IN, 46240

(317) 566-2170

Fax: (317) 566-2173

CONTACT: Annie O'Toole

PARADIGM

360 PARK AVENUE SOUTH, 16TH FLOOR, NEW YORK, NY 10010 TEL. 212 897-6400 FAX. 212 764-8941

1. PURCHASER agrees to furnish ARTIST at no cost to ARTIST all elements discussed in attached artist rider.
2. PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deductions whatsoever. PURCHASER will advise ARTIST, or ARTIST'S agent, promptly upon request of the admissions prices for the entertainment presentation.
3. In the event the payment to ARTIST shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each performance within two (2) hours following such performance. ARTIST 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 this engagement only.
4. PURCHASER agrees to furnish at its own expense on the date and at the time of the performance(s) above-mentioned, all that is necessary for the proper presentation of the entertainment presentation, including a suitable theatre, hall or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and public address system in perfect working condition including microphone(s) in number and quality required by ARTIST, dressing rooms, all necessary electricians and stage hands; all lights, tickets, house programs, all licenses (including musical performing rights licenses; special police, ushers, ticket sellers, ticket takers; appropriate and sufficient advertising and publicity, including but not limited to bill-posting, mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expenses in connection therewith. PURCHASER will pay all music royalties in connection with ARTIST'S use of music, and in addition, the costs of any musicians (including Contractor) other than those furnished by ARTIST as part of ARTIST'S regular company. PURCHASER agrees to pay all amusement taxes. PURCHASER shall comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and ARTIST. PURCHASER agrees to comply promptly with ARTIST'S directions as to stage settings for the performances hereunder. If ARTIST so requires, PURCHASER will furnish at its own expense all necessary facilities, electricians, stagehands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel (including but not limited to any and all personnel, including musicians, as may be required by any national required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefore, except for those items and personnel which ARTIST herein specifically agrees to furnish.
5. ARTIST shall have the sole exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to the details, means and methods of the performances of the performing ARTIST'S hereunder, and ARTIST shall have the sole right, as ARTIST may see fit to designate and change at any time the performing personnel other than the ARTIST(S) hereinafter specifically named.
6. ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.
7. The entertainment presentation to be furnished by ARTIST hereunder shall receive billing in such order, form, size and prominence as directed by ARTIST in all advertising and publicity issued by or under the control of the PURCHASER.
8. ARTIST shall have the exclusive right to sell souvenir programs, soft goods, photographs and records on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any. *75/25 90/10 RECORDINGS,*
9. PURCHASER shall not have the right to record, broadcast or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof. PURCHASER agrees that no performers other than those to be furnished by ARTIST hereunder will appear on or in connection with the engagement hereunder. It is understood that no stage seats are to be sold or used without ARTIST'S prior written consent. PURCHASER agrees that the entertainment presentation will not be included in subscription or other type of series without the written consent of ARTIST.
10. 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 upon 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. If PURCHASER fails or refuses to make such payment 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 amounts theretofore paid to ARTIST by PURCHASER. *Cancellation N/A per offer*
11. Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by ARTIST to PURCHASER hereunder and wherever there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
12. This constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York. PURCHASER shall not have the right to assign this Agreement, or any provision thereof, but ARTIST shall have the right, from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part to any person, firm, or Corporation.
13. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof, or otherwise. The person executing this Agreement on PURCHASER'S behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.
14. Provided ARTIST is ready, willing and able to perform, PURCHASER agrees to compensate ARTIST in accordance with the terms hereof, in full, regardless of acts of God, fire, accident, riot, strike or any event(s) of any kind of character whatsoever.
15. In the event of cancellation by PURCHASER, ARTIST shall be discharged from any further liability hereunder and the ARTIST shall be entitled to retain a minimum of 50% of contracted guarantee, whether received as a deposit, or yet due to ARTIST, thereto paid ARTIST by PURCHASER in addition to ARTIST'S other legal and equitable remedies.
16. If PURCHASER is providing air transportation, ARTIST management is to receive hard tickets (or the financial equivalence) NO E-TICKETS, no less than 1 (one) month prior to engagement, or date may be cancelled and deposit (whether received or due) will be forfeited.
17. PARADIGM, ACTS ONLY AS AGENT FOR ARTIST AND ASSUMES NO LIABILITY.

JF
INITIAL

S A R A

Bareilles

Sugarland 2011 - Tour Rider v1.0

Tour Manager

Trey Smith
C: 615.587.8961
smith_trey@me.com

Production Manager

Kevin Twist
C: 314.650.2114
kmtwist@me.com

Management

Career Artist Management
1100 Glendon Ave. 11th FL
Los Angeles, CA 90024
P: 310.776.7640
F: 310.776.7659

Booking

Paradigm
360 Park Ave. S. 16th Floor
New York, NY 10010
P: 212.897.6400
F: 212.703.7599

Manager: Jordan Feldstein
Alison Taylor-
Alison@camanagement.com
Paul George-
paul@camanagement.com

Marty Diamond

This concert rider is incorporated into and deemed an integral part of that agreement between ("Purchaser"), and Tiny Tours, Inc. ("Artist/Producer") as it pertains to the concert to be held at (Venue Name) on Aug. 13, 2011 (Date).

Please understand that the requirements of this rider are not meant to inconvenience you or increase the cost of the even. This rider is designed to alert the Purchaser as to the Artist's needs and requirements and to answer any questions that will help make the concert a success.

This agreement is binding on Purchaser whether or not all pages are initialed, and it is understood and agreed that there shall be NO additions or alterations made to this rider without the prior written consent of Artist. All questions may be directed to Alison Taylor at 310.776.7640.

Agreed and accepted:
Purchaser:

Date:

Tiny Tours, Inc.

Date:

Jordan Faulstich

8.4.11

Sara Bareilles General Rider

Please Advance the General Rider with the Tour Manager

DEPOSITS - No deposit per offer

All deposits as outlined in the event contract shall be made payable to "Paradigm Agency" and sent via US Mail to:

Paradigm
ATTN: Marty Diamond
360 Park Ave. South 16th Floor
New York, NY 10010

BILLING | ADVERTISING | PROMOTION

PURCHASER shall submit to PRODUCER a proposed announcement date and time, on-sale date and time for mutual approval. PURCHASER shall also submit the paid advertising plan and all promotional proposals for approval, in advance of any advertising being placed or promotions being confirmed. PURCHASER shall also submit localized print advertising materials for approval prior to submitting ads to publications/printers. Ad spends will be settled at NET.

PRODUCER (Sara Bareilles) shall receive ~~100%~~ ^{Special Guest} star billing in any and all publicity releases and paid advertisements, including, but not limited to programs, fliers, signs, web banners, marquees, etc

PURCHASER shall order admats from Hesh One (hesh.one@heshone.com), and radio and TV spots from TourDesign (www.tourdesign.com, +1 323 217 1100) which shall be used to promote the engagement. Such spots and artwork shall be the sole expense of PURCHASER. No other print materials or radio spots are permitted.

PRODUCER retains final control over all ticket copy and layout. No venue, series or promoter sponsors will be allowed on the ticket or advertising materials without prior approval.

If the venue has marquees, "Sara Bareilles" must be displayed on each such marquee on each day of the engagement. ~~PURCHASER agrees that no other billing, announcements or the like shall appear on such marquee(s) without the prior written approval of PRODUCER.~~ N/A Support

~~Radio station or other media ticket and prize giveaways and/or trades can only be implemented after PRODUCER'S prior written approval. An original invoice and/or promotional proposal from the participating station must be presented at settlement, along with the comp sheet from the box office. Giveaways on college stations must include a letter from the station manager detailing the promotion.~~ N/A Support

Media and other sponsor logos may be permitted only on the bottom of the print ad and at the end of the radio spot, and only after PRODUCER's prior approval. Sponsor signage at venues must not be in performance area, and shall not include any reference to the engagement or PRODUCER. Signage outside the performance area shall be limited to pre-existing, fixed signage. Any additional signage is subject to the prior written approval of PRODUCER. In no case shall there be any "presents" or "sponsored by", or "welcomes" language, or the like reflecting an assumed relationship between PRODUCER and the sponsor.

In no case are any forms of portable advertising, such as inflatable, motor vehicles, sponsored searchlights, banners or the like permitted. No sponsor-related video or audio programming may be run during the performance,

regardless of the type of installation. Additionally, no product giveaways or sponsor contests may take place at the engagement, and no up-and-coming attractions are to be highlighted.

PRODUCER may have an ongoing involvement during tour with any number of non-profit organizations and/or charities. PURCHASER will endeavor to accommodate all requirements of said non-profits. These requirements may include tables, chairs, locations, parking and advance discussions as necessary.

MERCHANDISING AND CONCESSIONS

1. Purchaser is to provide three (3) tables, eight (8) feet in length to be placed in a well-lit area near the main entrance of the auditorium for merchandise sales.
2. If venue is handling all vending, contact information **MUST** be communicated to Tour Manager two (2) weeks prior to concert date.
3. **NO** concession fees or percentages will be paid to the venue unless previously negotiated with PARADIGM and staged on the face of the written agreement. IT is understood that hall fees will be paid directly to a venue representative only - it will be unacceptable to pay percentages to the Purchaser and/or Purchaser representative.

- Venue to sell

75/25

90/10 Recordings

CATERING

BREAKFAST, LUNCH & DINNER FOR TWENTY (20)

Catering needs will be handled Per Advance with the ARTIST'S TOUR MANAGER.

DRESSING ROOM HOSPITALITY

All items must be stocked in the dressing room and iced down 3 hours before doors and replenished two hours before Showtime.

Please provide and set a proper table setting for hospitality in dressing room (for example- table cloth, flowers, items unpackaged & set up).

Hospitality List will be provided Per Advance with the ARTIST'S TOUR MANAGER.

AFTER SHOW FOOD

ARTIST'S TOUR MANAGER may require the caterers to prepare or arrange for sub sandwiches, pizza, fast food burgers or any other snack food for the bus. Please provide the Tour Manager a variety of local menus to the production office by soundcheck.

Note: Orders will be placed day of show for inclusion into the show settlement.

GENERAL SECURITY

-One (1) security guard to remain in dressing room area from Soundcheck until released by Artist Tour Manager.

-Tour Manager may request security personnel to escort artist to/from car or bus. Also, depending on location of tour bus, security personnel may be placed by or around tour bus for crowd control.

Dressing room and backstage area will need to be secured until released by Tour Manager. The Purchaser will not permit anyone backstage who does not have a pass issued by Producer, **NO EXCEPTIONS**. The Purchaser agrees that his security personnel will recognize only passes issued by the Producer. Producer will show the Purchaser's representative all types of passes he has issued. Passes issued by Purchaser will not be valid.

At all times from the arrival of the equipment, the security personnel **MUST TAKE THEIR INSTRUCTION FROM THE TOUR MANAGER.**

DRY-CLEANING

The Production may require daily dry-cleaning and laundry services. Please locate and know the reliability of such services in your area (please remember weekend closings). The items to be cleaned are wardrobe for the show and we must be guaranteed that prompt early afternoon return and safe service will be provided.

RUNNER

Please provide a runner for Sara Bareilles use **ONLY**. Runner must have a vehicle capable of transporting up to five (5) people and suitcases. Please advance payment for this Runner with SB's Tour Manager.

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)
Tiny Tours, Inc.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
c/o PSBM 235 Park Ave South - 9th Floor

City, state, and ZIP code
New York, NY 10003

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

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 on page 4.

Sign Here Signature of U.S. person ▶ ASLUB Date ▶ 1/18/2011

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,