

STANDARD TERMS AND CONDITIONS FOR PHOTOGRAPHERS/LIVE APPEARANCES

Lost Highway Touring, Inc.
c/o Hertz, Lichtenstein & Young, LLP
1800 Century Park East, Suite 1000
Century City, California 90067
Attn: Jeremy G. Mohr, Esq.

Dated as of _____, 2015

You ("Photographer") have requested permission to photograph and/or film the artist p/k/a Kid Rock ("Artist") at and/or in connection with the _____, 2015 live concert/personal appearance by Artist

(the "Performance"). Any and all photographs, videos and/or other recorded material embodying the images of Artist taken by Photographer are referred to herein as the "Photographs". For good and valuable consideration, receipt of which is hereby acknowledged, Photographer is hereby granted such permission, conditioned upon and subject to the following:

1.Right To Photograph:Photographer shall have the limited right to capture still photographs of Artist solely during the first three (3) songs performed by Artist at the Performance, and solely from with the designated photo or press pit. Photographer shall not have the right to use any "flash" in connection with any such photographs. Video can be taken during first (3) songs in :30 increments (:30 on, :60 off) from the designated area.

2.Ownership/Rights:

(a) All rights (including all copyrights) in and to the Photographs shall be owned by Lost Highway Touring, Inc. (³Company²). This agreement shall constitute an assignment to Company of any and rights in and to the Photographs. At Company¹'s request, Photographer hereby agrees to provide Company with one (1) complete set of contact sheets of any and all Photographs taken in connection with the Performance, for personal, commercial and/or archival use by Company and Artist (and the licensees and designees of Company and Artist). Company and Artist (and the licensees and designees of Company and Artist) shall have the right, without any obligation to Photographer or any third party, to use and

exploit the Photographs in any manner.

(b) Photographer shall have the limited right to use certain Photograph(s) expressly approved in writing by Artist, in a single instance, solely as part of a news item relating to the Performance and solely in the news publication of which Photographer is an employee/agent. Any other use of the Photographs (including, without limitation, any syndication of the Photographs, any additional use in connection with the news publication of which Photographer is an employee/agent [e.g., future editions or ³best-of² editorials], or any use in other publications) is subject to Company's prior written consent in each instance. The Photographs may not be used in any company, person, product or service. By way of example, but without limiting the foregoing, neither Photographer nor the news publication of which Photographer is an employee/agent shall have the right to embody the Photographs (or any portion thereof) in or on any items of merchandise or in connection with any advertisement or promotion of any person, product or service whatsoever. Any use other than in the context of customary editorial coverage of the Performance (e.g., cover use or use in connection with a featured article regarding Artist) shall be subject to Company's prior written approval. Photographer shall have no other rights with respect to the Photographs, and Photographer shall not assign, license or transfer such rights. All rights in and to the Photographs not expressly granted pursuant to this subparagraph 2(b) are reserved by Company and Artist.

ALTERNATE PARAGRAPH FOR PHOTOS APPROVED FOR WIRE CIRCULATION

(b) Photographer shall have the limited right to use certain Photograph(s) expressly approved in writing by Artist for wire or syndication solely as part editorial coverage relating to the Performance solely during a thirty (30) day period following the Performance (thereafter, there shall be no new use or syndication of the Photographs). Any other use of the Photographs is subject to Company's prior written consent in each instance. The Photographs may not be used in any manner which could imply an advertisement or endorsement by Artist of any company, person, product or service. By way example, but without limiting the foregoing, Photographer shall have the right to embody or authorize the use of the Photographs (or any portion thereof) in or on any items of merchandise or in connection with any advertisement or promotion of any person, product or service whatsoever. Photographer shall have no other rights with respect to the Photographs, and Photographer shall not assign, license or transfer such rights. All rights in and to the Photographs not expressly granted pursuant to this subparagraph 2(b) are reserved by Company and

Artist.

3. Miscellaneous:

(a) Without limitation of the other remedies to which Company and Artist may be lawfully entitled, any breach of the terms hereof shall result in the immediate rescission of all rights granted by Company hereunder and shall be subject to injunction by any court of competent jurisdiction. Without limiting the foregoing, (i) Photographer shall be held liable for any and all damages suffered by Artist and/or any and all third parties in relation to the breach by Photographer of the provisions hereof, and (ii) any payment or other consideration or benefits payable to or received by Photographer in connection with the unauthorized use or disclosure of the Photographs shall be the property of Company and shall be immediately turned over to Company by Photographer or held in trust by Photographer for Company.

(b) Photographer shall be responsible for obtaining all clearances, releases and licenses necessary to use and exploit the Photographs, including, without limitations, releases from any persons, material and locations used connection with the Photographs.

(c) Photographer shall be responsible for and shall pay all costs in connection with the Photographs, including all costs and expenses relating to (i) all material and equipment utilized by Photographer and (ii) all compensation, fees, royalties, and any other sums payable to all persons engaged by Photographer.

(d) Photographer acknowledges that Photographer is performing services at Photographer's own risk and voluntarily assumes such risks and accepts full responsibility and liability (including indirect liability) for Photographer's own safety. Photographer hereby forever releases and discharges Company and Artist from any and all claims, demands, damages, or causes of action which Photographer may have against Company or Artist for all personal injuries, known or unknown, and damage to Photographer's property, caused by or arising out of Photographer's services.

(e) Photographer (and the news publication of which Photographer is an employee/agent) shall and does hereby indemnify and hold Company and Artist harmless from and against any claims, costs, damages, loss, liability, expenses or fees (including attorneys' fees and/or court costs) incurred by Company and/or Artist as a result of any claim by a third party arising from

the acts or omissions of Photographer (or the news publication of which Photographer is an employee/agent) or from a breach of any agreement, warranty or representation made by Photographer herein.

(f) This agreement shall constitute a binding contract, construed in accordance with the laws of the State of California. Photographer hereby consents to the jurisdiction of the courts of the State of California.

A SIGNED COPY OF THIS DOCUMENT MUST BE RETURNED TO ARTIST'S REPRESENTATIVE PRIOR TO THE PERFORMANCE. ANY PHOTOGRAPHY OF ARTIST BY PHOTOGRAPHER SHALL BE DEEMED ACCEPTANCE BY PHOTOGRAPHER OF THE TERMS HEREOF, AND COMPANY AND ARTIST SHALL PROCEED IN RELIANCE ON SUCH ACCEPTANCE.

ACCEPTED AND AGREED:

Print Name:
("Photographer")
Employee/Agent of
(Name of Publication/News Group)
Address: