

VILLAGE OF BRADLEY

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RESOLUTION NO. R-02-24-02

A RESOLUTION APPROVING CONTRACTS FOR MWE ENTERTAINMENT &  
PRODUCTION AND THE VILLAGE OF BRADLEY

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 12 DAY OF February, 2024

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Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,  
Kankakee County, Illinois this 12 day of February, 2024

RESOLUTION NO. R02-24-02

**A RESOLUTION APPROVING CONTRACTS FOR MWE ENTERTAINMENT & PRODUCTION AND THE VILLAGE OF BRADLEY**

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**WHEREAS**, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, The Village of Bradley is conducting a community festival known as the "315 Fest" and wishes to hire artists to perform at the event; and

**WHEREAS**, the Village of Bradley has come into agreement with holding Endeavor Group Holdings, Inc. (formerly William Morris Endeavor and WME-IMG) to coordinate the hiring of musical artist that they represent; and

**WHEREAS**, that the form and substance of a certain Agreement (Group Exhibit A) between the Village of Bradley (the "Village") and STR Touring Inc. (STR Touring) for 315 Festival entertainment, as set forth in the form of the agreement submitted to this meeting with the recommendation of the Village Administrator; and

**WHEREAS**, that the form and substance of a certain Agreement (Group Exhibit B) between the Village of Bradley (the "Village") and Redneck Records, LLC. (Redneck Records) for 315 Festival entertainment, as set forth in the form of the agreement submitted to this meeting with the recommendation of the Village Administrator; and

**WHEREAS**, that the form and substance of a certain Agreement (Group Exhibit C) between the Village of Bradley (the "Village") and B&R Enterprises Inc, (B&R Enterprises) for 315 Festival entertainment, as set forth in the form of the agreement submitted to this meeting with the recommendation of the Village Administrator; and

**WHEREAS**, the Corporate Authorities of the Village have reviewed the Proposals and have determined that the terms, conditions, and provisions thereof are fair, reasonable, and acceptable to the Village; and

**NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

**SECTION 1.** The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2.** The Corporate Authorities of the Village hereby find and declare that the terms, conditions, and provisions of the Proposals (**Group Exhibit A, B & C**) are fair, reasonable, and acceptable to the Village. Therefore, the Corporate Authorities of the Village hereby approve the Proposals and direct the Village President to undertake any and all actions, including without limitation the execution and delivery of documents, necessary to engage the Company to complete the Project as set forth in the Proposals.

**SECTION 4.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 5.** All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

**SECTION 6.** The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

**SECTION 7.** This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

*[Intentionally Blank]*

PASSED by the Board of Trustees on a roll call vote on the 12 day of February, 2024.

**TRUSTEES:**

RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GRANT D. VANDENHOUT	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GENE JORDAN	Aye - <input type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input checked="" type="checkbox"/>

**VILLAGE PRESIDENT:**

MICHAEL WATSON      Aye -       Nay -       Absent -

**TOTALS:**      Aye - 5      Nay -       Absent - 1

**ATTEST:**

  
KELLI BRZA, VILLAGE CLERK

APPROVED this 12 day of February, 2024.

  
MICHAEL WATSON, VILLAGE PRESIDENT

**ATTEST:**

  
KELLI BRZA, VILLAGE CLERK

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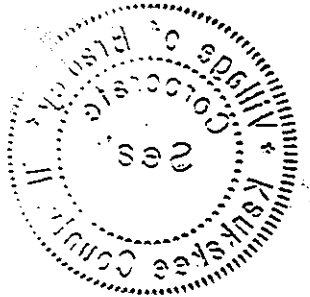
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Handwritten notes or signatures in the lower middle right section.

Large handwritten signature or name in the bottom left area.



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STATE OF ILLINOIS        )  
  )  
COUNTY OF KANKAKEE    )        §§

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-02-24-02, "A RESOLUTION APPROVING CONTRACTS FOR MWE ENTERTAINMENT & PRODUCTION AND THE VILLAGE OF BRADLEY " which was adopted by the Village Corporate Authorities at a meeting held on the 12 day of February 2024.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 12 day of February, 2024.

  
\_\_\_\_\_  
KELLI BRZA, VILLAGE CLERK



# **Exhibit A**





1201 Demonbreun Street, 15th Floor  
Nashville, TN 37203  
USA  
Phone: +1 615-963-3382  
email: MURPH@wmeagency.com

CONNER SMITH

STR TOURING, INC.

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 01 Feb 2024 between STR TOURING, INC. (hereinafter referred to as "PRODUCER") furnishing the services of CONNER SMITH (hereinafter referred to as "ARTIST") and VILLAGE OF BRADLEY/Mike Watson (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. **ENGAGEMENT VENUE(S):**

BRADLEY 315 FEST  
1600 Illinois 50  
Bourbonnais, IL 60914  
USA

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

Fri 07 Jun 2024

a. Number of Shows:

1

b. Show Schedule(s):

06:00 PM: Doors

06:30 PM: Support - Pending: Kasey Tyndall; Local

07:30 PM: Support - Confirmed: CONNER SMITH; (45-60 min.); Full Band

09:00 PM: Scotty McCreery; (75-90 min.); Confirmed; Full Band

11:00 PM: Curfew

3. **BILLING (in all forms of advertising):**

75% Special Guest Billing

4. **COMPENSATION:**

\$25,000.00 USD (Twenty Five Thousand U.S. Dollars) flat GUARANTEE.

*DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.*

5. **PRODUCTION AND CATERING:**

- Purchaser to provide and pay for sound and lights as required by Artist.

- Purchaser to advance this engagement with Jake Kinney at [jake@seeyabubba.com](mailto:jake@seeyabubba.com).

**Production Contact:**

Dave Mason  
+1(217) 370-0336 (off.)  
[masonsound@yahoo.com](mailto:masonsound@yahoo.com)

6. **TRANSPORTATION AND ACCOMMODATIONS:**

a) Air transportation:

b) Accommodations:

c) Air freight and excess baggage:



d) Ground transportation: - Purchaser to provide and pay for local ground transportation as required by Artist.

e) Meals and incidentals:

f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

## 7. SPECIAL PROVISIONS:

### PURCHASER AGREES TO:

- Not including personal iPhones/cameras, there shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of ARTIST or ARTIST'S performance. Any requests for the foregoing shall be subject to PRODUCER'S prior written approval and terms in all instances.

- Purchaser must contact Brad Hersh ([hersh@homesteadmusic.com](mailto:hersh@homesteadmusic.com)) and Pat Peckala ([pat@homesteadmusic.com](mailto:pat@homesteadmusic.com)) for marketing materials, approval of all announce, on-sale, radio involvement/presents, marketing, and advertising plans.

Provided that ARTIST is ready, willing, and able to perform,

Artist to retain full payment and is to be paid rain or shine.

- When Artist is asked to perform on an outdoor stage that is not part of a secure permanent structure, Purchaser agrees to provide a licensed structural engineer to inspect and certify that all structures (below, around, and above the performance and surrounding area) meet safety standards, can withstand moderate wind & rain conditions, and safely support all production equipment either hanging from or otherwise attached to any part of the structure.

- In the case of a force majeure event, provided Artist is ready, willing, and able to perform, but for the force majeure event, Artist shall be paid in full.

- In the case of cancellation due to inclement weather (regardless of severity (e.g., hurricane, high winds, rain, tornado, flood, lightning, extreme temperatures), Artist shall be paid in full. Purchaser represents and warrants it has sufficient insurance or funds to cover any such cancellation.

- Purchaser must provide a mock-up of any event merchandise that includes artist name and/or likeness to artist management for approval prior to production. There shall be no use or association of Artist's name, likeness, logo, image or otherwise, either directly or indirectly, in connection with any product or service, including without limitation, merchandise, program, poster, souvenir book, clothing, signage, banners or otherwise, without Producer's written approval in each instance.

- Purchaser is not permitted, in any manner, to sell (or sell access to) any permitted meet and greet (if any) in any manner (e.g., as a standalone charge, part of a ticket package, or otherwise) pursuant to this Agreement absent Producer's separate, express, written approval. Purchaser is advised that Producer and Artist take the unauthorized sale of meet and greet opportunities (or access thereto) very seriously.

- BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

- Purchaser to provide ticket counts to WME/Nashville on Mondays and Thursdays. Counts should be called in to 615-963-3352 or e-mailed to [nashticketcounts@wmeentertainment.com](mailto:nashticketcounts@wmeentertainment.com) by 12:00 Noon CST on ticket count days.

- Marketing plans must be approved prior to announcing and placing the engagement on sale. E-mail all marketing plans to Allison Bostrom ([allison@triple8mgmt.com](mailto:allison@triple8mgmt.com)) and Scott Stam ([scott@triple8mgmt.com](mailto:scott@triple8mgmt.com)).

- ALL DIGITAL/SOCIAL MEDIA/INTERVIEW/VIDEO RECORDING deal points: All media requests including but not limited to interviews/on-site interviews/video recordings/social media & digital requests are subject to Artist availability and management approval & Artist should not be contractually obligated to these terms.

-Purchaser is not permitted, in any manner, to sell (or sell access to) or give away any permitted meet and greet (if any) in any manner (e.g., as a standalone charge, part of a ticket package, or otherwise) pursuant to this Agreement absent Producer's separate, express, written approval. Purchaser is advised that Producer and Artist take the unauthorized sale or giving away of meet and greet opportunities (or access thereto) very seriously. Artist will not be contractually obligated to any meet and greet and participation will be at Artist's sole discretion. Purchaser may request meet and greets if needed by e-mailing Scott Stam at [Scott@Triple8Mgmt.com](mailto:Scott@Triple8Mgmt.com)

The foregoing shall be subject to a reasonable notice and cure period (but in no event less than a reasonable time prior to the Engagement).

- If at any time, the Producer/Artist does not feel the Engagement is in compliance with applicable COVID-19 regulations, laws, or rules, and/or feels a bona fide concern for the Artist's (or any of their touring party's) health and safety and/or does not feel comfortable providing the performance as contemplated under the Agreement, the Producer/Artist may cancel the performance without liability, and such failure to perform shall not be deemed a breach of this Agreement.

Artist shall not perform a publicly advertised engagement within 150 miles of the applicable Venue, for a period of 120 days prior to or 60 days after the performance of the Engagement at this applicable Venue.

Notwithstanding the foregoing, Artist shall NOT be precluded from performing the following:

- (i) private performances which are not publicly advertised and for which tickets are not sold to the general public;
- (ii) charitable events or multi-Artist charity concerts;
- (iii) any non-performing appearances (whether public or private);
- (iv) radio and/or TV appearances or performances, including, without limitation TV specials, television news, talk shows, and award shows.

Excluding any potential Chicago club play.

**8. ARTIST RIDER:**

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

**9. CURRENCY AND EXCHANGE RATE:**

**10. PAYMENT TERMS:**

a. DEPOSIT in the amount of \$12,560.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 23 Feb 2024; (50% due prior to announce but no later than 2/23/24; MFN.)

All deposit payments shall be paid via certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC  
 ATTN: Carris Murphy  
 1201 Demonbreun Street, 15th Floor  
 Nashville, TN 37203  
 USA

OR via bank wire as follows:

CITY NATIONAL BANK 1005 17th Ave. S Suite 600 Nashville, TN 37212	ABA no.: 064009445 William Morris Endeavor Account No.: 684001426 ORG: Village of Bradley / REF: Conner Smith / Jun 07, 2024 WME booking code: PAC 1046311
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*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).*

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

**11. SCALING AND TICKET PRICES:**

DATE	TIME	TYPE	COMPS	SELLABLE	STAGE FEE	PARKING	CHAIR	TIC.FEE	VP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Feb 07	8pm	GA Seated	0	4,000								\$35.00	\$140,000.00
		VIP Seated	0	1,000								\$35.00	\$35,000.00

TYPE	PRICE	COMPS	TICKETS	SELLABLE	PAKAGE	PARKING	CHARITY	TIC.FEE	NET PRICE	GROSS POT.
		0	0	7,000						265,000.00

**SCALING NOTES:**

- Day of show ticket price increase: \$10.00 USD
- Outdoor / Covered Stage
  - Total Comps: 30 Headline, 20 Support, 650 Fair/Sponsor, 300 Media
  - Multiday ticket will be \$50 GA & \$80 VIP

<b>ADJUSTED GROSS POTENTIAL:</b>	<b>\$265,000.00</b>
<b>TAX:</b>	
<b>NET POTENTIAL:</b>	<b>\$265,000.00</b>

**12. EXPENSES:**

N/A

**13. MERCHANDISING:**

- Artist sells; CD/DVD: 90.00% of proceeds to ARTIST. Must be MFN w/headliner.
- Artist sells; T-Shirts/Soft: 80.00% of proceeds to ARTIST. Must be MFN w/ headliner.

**14. VISAS AND WORK PERMITS:**

**15. TAXES:**

**ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.**

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

**VILLAGE OF BRADLEY**  
 Mike Watson  
 Bradley 315 Fest  
 147 South Michigan Avenue  
 Bradley, IL 60914  
 USA

Care of: Casey Blakeley  
 Grandstand Concerts LLC  
 13980 Harris Road  
 Athens, IL 62613  
 USA

By:

**STR TOURING, INC.**  
 Fed ID: 93-4722013

**Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above: Attention: Murphy**

## ADDENDUM "A"

### ADDITIONAL TERMS AND CONDITIONS

#### A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

#### B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

#### C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands 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 or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

#### D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

#### E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

#### F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

provided that ARTIST is ready, willing,  
and able to perform,

#### G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

#### H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

#### I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., 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, as specified in this Agreement.

## J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

**K. PURCHASER DEFAULT** The foregoing shall be subject to a reasonable notice and cure period (but in no event less than a reasonable time prior to the Engagement).

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

## L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

## M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

## N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

## O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

## P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

## Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable 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 PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such 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.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Inn List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in



connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER's riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(6) This Agreement shall be construed in accordance with the laws of the State of Tennessee applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Nashville, Davidson County in the State of Tennessee in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Nashville, Davidson County in the State of Tennessee and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or 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/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.~~

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

# CONNER SMITH

## 2023 TOUR & PRODUCTION RIDER

### ARTIST MANAGER

Brad Belanger

[brad@homesteadmusic.com](mailto:brad@homesteadmusic.com)

(818) 319-1685

### BOOKING AGENT

Alex Collignon

[acollignon@WMEagency.com](mailto:acollignon@WMEagency.com)

(615) 963-3004

### DAY TO DAY MANAGER

Chelsey Block

[chelsey@homesteadmusic.com](mailto:chelsey@homesteadmusic.com)

(701) 341-1736

### PUBLICIST

Jake Basden

[jake.basden@bmlg.net](mailto:jake.basden@bmlg.net)

(615) 324-7777

### BUSINESS MANAGER

Kella Farris

[kella@fsmnash.com](mailto:kella@fsmnash.com)

(615) 760-5107

### PRODUCTION MANAGER

JL Cope

[cope.production@gmail.com](mailto:cope.production@gmail.com)

(803) 944-5170

### TOUR MANAGER

Jake Kinney

[jake@seevabubba.com](mailto:jake@seevabubba.com)

(229) 537-0786

## **INTRODUCTION**

Hello, and thank you for contracting STR Touring, LLC (d.b.a Conner Smith) for an entertainment performance at your event. We are blessed to be able to bring a show to your patrons and to be able to work with you and your team.

The following specifications are to ensure the best execution of our show and to ensure that we have a successful day as a whole. This information must be carefully and fully reviewed and considered by the Purchaser and their team in order to ensure a smooth show day.

We completely understand that some of the following specifications will not be possible to accommodate. Note that any modification of the details listed below **must be discussed and agreed on by the Tour Manager and/or Production Manager prior to the event taking place.**

## **TOURING PARTY + VEHICLES**

### **TOURING PARTY**

Our touring party consists of (10) people at a minimum:

- One (1) Artist
- Three (3) band members
- Three (3) crew (Production Manager, Production Assistant, Tour Manager,)
- One (1) merchandise manager
- One (1) tour photographer
- One (1) driver

This number may fluctuate depending on the weekend with adding/dropping drivers, management, production hands, merch sellers, and/or artist company, therefore the ~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

### **VEHICLE**

Sprinter Van:

- One (1) Mercedes Sprinter Van, pulling a 15' x 8' trailer.
  - Total length with sprinter + trailer door open is 45'

### **PARKING**

Parking should be provided in a safe and secure location, as close to backstage and load-in location as possible. 25A of shore power should be available for the sprinter van upon arrival.

Parking should be in a secluded location in which the artist and crew has as much privacy as possible while on site.

**Please provide a detailed parking map / aerial view of facilities, including parking/site entrances and how early our vehicles can arrive and how long they can be parked after load-out.**

**If applicable, please provide parking permits for touring vehicles at least two (2) dates prior to the show date and any parking restrictions that may be in place.**

## **PROMOTER / VENUE REQUIREMENTS**

### **SHOW ADVANCE**

Show must be advanced through the Tour Manager and Production Manager at least (2) weeks prior to the performance date. Please supply the correct advance and venue contact information upon receiving this rider.

### **MERCHANDISE**

We request a 15ft x 15ft x 10ft tall space in a high traffic area with AC power within 10ft to be able to sell merchandise.

If a venue representative is selling merch, we request that the merch seller wears neutral clothing that is not branded. Please contact our merch manager for all merch questions.

### **MEET AND GREET**

At select shows, the artist will conduct a "Meet and Greet" sixty (60) minutes prior to the performance. Please advise the artist tour manager of a safe, secure location to conduct the meet and greet.

In certain scenarios, VIP Meet and Greet experiences will require doors to open earlier and are subject to security personnel on site earlier.

### **SECURITY**

Purchaser shall provide adequate at all times to ensure the protection of the artist, crew, guest, and property throughout the entire duration of any member of the touring party being on site. The Artist tour manager holds the right to call a security meeting prior to doors opening.

### **PERFORMANCE AREA**

- Minimum stage dimensions are twenty-eight (28) feet wide by twenty (20) feet deep.

The stage should be professional grade, sturdy, and clean.

Under the circumstance of inclement weather, stage must be dried prior to artist and band loading onto the stage.

**Barricade:** Purchaser is to provide acceptable mojo barricade no less than two (2) feet and no more than four (4) feet off the stage. ~~XXXXXXXXXXXXXXXXXXXX~~

## **SHOW SETTLEMENT**

The artist's tour manager will *always* conduct the show settlement unless otherwise noted from the tour manager himself. We request that the show be settled via a paper check, however we will accept wire transfers.

### **WIRE**

If settlement is to be received via a wire transfer, please contact the artist tour manager in order to receive the most recent banking information.

### **CHECK**

If settlement is to be received via paper check, the artist tour manager will conduct a settlement no later than 45 minutes after the artist's performance is over. Checks are to be made out to: **STR TOURING LLC.**

*Under the circumstance that the engagement is sold out, the artist tour manager may request to settle prior to the artist performance.*

# PRODUCTION

## AUDIO PACKAGE

We are fully self-contained and will bring mics, stands, cables, wireless, IO rack, and 1 console to handle both FOH and MONITORS. These consoles are not to be used by anyone outside of the STR touring community unless otherwise approved by the Production Manager.

All Production items are subject to Festival / Headliner set-up and to be advanced with Dave Mason at (217) 370-0336 or masonsound@yahoo.com. Headliner set-up will prevail in all instances.

## PA

We require a pro-grade stereo PA system capable of producing distortion-free audio at a level of 110dB SPL A weighted at every seat in the venue. Amplifiers for Speakers MUST meet manufacturer requirements and professionally installed. Point source systems must be confirmed with the production manager.

*\*\*Professional Line Arrays are HEAVILY preferred. Achieving desired coverage and protecting the system in place is a high priority. Sub coverage and SPL is a crucial part of our show, contacting the production manager about the Sub deployment that will be in place and dimensions of room. Understand that if this step is skipped or neglected STR touring is NOT held liable for any damages to the system in place.\*\**

**Please note: We require 110dB (a) SPL not because we intend to run that loud for the entire event, but because it is essential that clarity is always achievable. If there are any dB limits or noise restrictions, please advise the tour manager and production manager in advance.**

## FOH

We travel with our own engineer and require a minimum of one venue systems engineer with complete knowledge of the onsite systems to help us tie-in (This includes general understanding of Venue's: PA deployment, system processors, routing, and acoustics).

- **Snake:** We require a path to run our 250' FOH snake in a manner that attendees cannot step on. Please provide adequate cable ramps wherever the snake may be exposed to foot traffic. This means that if at any place along the snake path it can be stepped on, tripped on, or damaged due to normal traffic, there must be cable ramps.

FOH must be properly barricaded from the audience to ensure the safety of our equipment and show integrity.

Drive lines can be taken either at the stage box or at FOH.

## MONITORS

We will not be using wedges during our performance. Please clear any house-provided wedges from the deck prior to our set.

## WIRELESS

Our show is heavily reliant on RF equipment and we must have priority over the frequency space available for the entirety of the day. Please keep all non-essential RF equipment switched off prior to

load-in. If there is a circumstance in which RF is essential, please let the artist production manager know of operating frequencies and transmitter location.

All Production items are subject to Festival / Headliner set-up and to be advanced with Dave Mason at (217) 370-0336 or masonsound@yahoo.com Headliner set up will prevail in all instances

### **LIGHTING**

We do not currently carry an LD or any visual production. We ask the venue/purchaser to provide a competent, sober, LD to work directly with our team to create a great show for everyone. As a general note please only use white front light on our talent.

### **POWER**

We require 4 fully grounded quad boxes on stage and 1 at FOH position. All stage power must be fed from a circuit independent of lighting or other equipment. Our total draw from the stage is less than 20A @ 120v.

### **STAGEHANDS + LABOR**

**We require 2-3 stage hands for load-in and load-out at each show.** All local crew should be over the age of 18, sober, capable of lifting 50lbs, and properly dressed for the entire day.

All local crew should be on site and present at least fifteen (15) minutes prior to load-in and fifteen (15) minutes prior to the end of show.

**Runner:** We require one (1) runner for each show day. We request that the buyer possess a SUV capable of seating 10 people, has a charged form of communication all day, and has an understanding of the area surrounding the venue. **Please provide the cell phone number and name of the runner to the artist tour manager at least twenty four (24) hours prior to load-in.**

### **VIDEO WALL**

At venues where we will have access and/or use of a video wall we will always want to display some sort of image or content. Due to LED Walls creating RF artifacts when on, ALL LED Walls must be turned on prior to load in to avoid problem RF frequencies.

Here is a dropbox link to our digital backdrop which should always be assumed to be our default option – even if not discussed:

[https://www.dropbox.com/s/w297qav2pxwljxh/CS\\_Logo\\_21\\_B.png?dl=0](https://www.dropbox.com/s/w297qav2pxwljxh/CS_Logo_21_B.png?dl=0)

### **SHOW NOTES**

Our show starts and ends with a walk-on/walk-off song that will come from our console. In situations in which there is a switchover, the artist production manager will ask for full control of audio immediately after the previous artist's set is completed.

If there are any questions about Production please email Production Manager and Tour Manager (refer to page 1).

# HOSPITALITY

NOT AVAILABLE

## BACKSTAGE FACILITIES + DRESSING ROOMS

Purchaser shall, where possible, provide two (2) backstage rooms for the sole use of the Artist and their personnel. Dressing rooms should be clean, dry, well-lit with access to mirrors, lights, power outlets, and include a private, non-public accessible bathroom with at least one (1) shower.

In the instance a dressing room facility is not accessible, the purchaser must provide one (1) RV and/or Tour Bus for the Artist. Construction trailers will NOT be acceptable.

Please provide the artist tour manager with a backstage / site map marked with current renderings at least one (1) week prior to show date.

Please provide the artist tour manager with the fastest, most secure WiFi network on site along with the password to the network prior to arrival. Please specify if there is a WiFi hardline available in the green room and/or production office areas. If there is an expense to use the WiFi hardline, this must be approved by the artist tour manager.

When STR Touring is contracted to headline the performance, dressing rooms will be assigned to support acts via the artist tour manager upon arrival.

We request one (1) production office if the venue is able to accommodate.

PURCHASER will provide Festival style catering. \*Shared backstage area will be supplied with assorted snacks and drinks. Specific requests and dietary restrictions to be discussed during advance. PURCHASER does NOT supply bus stock.



## FOOD + BEVERAGE REQUIREMENTS

Dressing Room should be stocked with the following hospitality items at least one (1) hour prior to the artist's arrival: **\*\* SHELLFISH ALLERGY\*\***

### Amenities

- (1) 10 pound bag of cooler ice
- (1) 10 pound bag of clean ice
- (1) pack of solo cups - at least 24
- (6) black stage towels
- (12) shower towels
- (1) 8 Pack of sharpies
- (1) 24 Pack of ProCell Constant AA Batteries

### Food + Beverage

#### **Liquor**

- (1) 24 Pack of Miller Lite
- (1) 12 Pack of Modelos
- (1) 1.75ml bottle of Maker's Mark Whiskey
- (1) 750ml bottle of Titos Vodka

#### **Mixers / Non-Alcoholic**

- (2) Cases of Water
- (3) Celsius Energy Drinks - assorted flavors
- (2) Regular Red Bull Energy Drinks
- (1) 12 Pack Coke cans
- (1) 12 Pack of Sprite
- (1) 8 pack of Lime Lacroix
- (1) 4 Pack of Muscle Milk - Chocolate or Vanilla

#### **Food**

- (1) Pack of Sweet Tarp Ropes - Watermelon
- (1) Pack of Spearmint/Peppermint Gum
- (1) Bag of Boom Chicka Pop Sweet and Salty Popcorn
- (1) 8 ct Pack of Chomps Mild Beef Sticks
- (4) Ripe Bananas
- (2) Honeycrisp Apples

PURCHASER will provide Festival style catering. \*Shared backstage area will be supplied with assorted snacks and drinks. Specific requests and dietary restrictions to be discussed during advance. PURCHASER does NOT supply bus stock.

NET POTENTIAL: \$265,000.00

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Support	225,000.00				
Expense Totals:	225,000.00	N/A			

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:

Artist sells; CD/DVD: 90.00% of proceeds to ARTIST.  
Artist sells; T-Shirts/Soft: 80.00% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

<p>By:</p> <p>VILLAGE OF BRADLEY Miles Watson Bradley 315 Fest 147 South Michigan Avenue Bradley, IL 60914 USA</p> <p>Care of: Casey Blakeley Grandstand Concerts LLC 13980 Harris Road Athena, IL 62613 USA</p>	<p>By:</p> <p>REDNECK RECORDS, LLC Fed ID: 27-1220668</p>
--	---

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above: Attention: Murphy

**8. ARTIST RIDER:**

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

**9. CURRENCY AND EXCHANGE RATE:**

**10. PAYMENT TERMS:**

a. DEPOSIT in the amount of \$20,833.50 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 08 Mar 2024; (50% due prior to announce but no later than within 45 days of issuing the contract.)

All deposit payments shall be paid via certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC  
 ATTN: Carrie Murphy  
 1201 Demonbreun Street, 15th Floor  
 Nashville, TN 37203  
 USA

OR via bank wire as follows:

CITY NATIONAL BANK  
 1005 17th Ave. S  
 Suite 600  
 Nashville, TN 37212

ABA no.: 064009445  
 William Morris Endeavor Account No.: 684001426  
 ORG: Village of Bradley / REF: Gretchen Wilson / Jun 08, 2024  
 WME booking code: PAC 104S160

*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).*

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

**11. SCALING AND TICKET PRICES:**

	TYPE	COMPS	SELLABLE	PARKING	TIC.FEE	NET PRICE
Sat 08 Jun 9:00 PM	GA Seated	0	6,000			\$35.00
	VIP Seated	0	1,000			\$85.00
		0	7,000			

**SCALING NOTES:**

- Day of show ticket price increase: \$10.00 USD
- Outdoor / Covered Stage
- Artist Comps: 40 Comps
- Multiday ticket will be \$50 GA & \$80 VIP

ADJUSTED GROSS POTENTIAL: \$265,000.00  
 TAX:

~~o) Meals and incidentals:~~

~~q) Other:~~

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

## 7. SPECIAL PROVISIONS:

### PURCHASER AGREES TO:

- Not including personal iPhones/cameras, there shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of ARTIST or ARTIST'S performance. Any requests for the foregoing shall be subject to PRODUCER'S prior written approval and terms in all instances.
- All support acts and show line-up (and any changes to the foregoing) are subject to Artist's prior approval. Purchaser must submit list of potential support acts for management approval prior to confirming any Artist as support.
- Purchaser is not permitted, in any manner, to sell (or sell access to) any permitted meet and greet (if any) in any manner (e.g., as a stand-alone charge, part of a ticket package, or otherwise) pursuant to this Agreement absent Producer's separate, express, written approval. Purchaser is advised that Producer and Artist take the unauthorized sale of meet and greet opportunities (or access thereto) very seriously.
- BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.
- In the case of inclement weather that forces a cancellation,  provided that ARTIST is ready, willing, and able to perform, Artist shall be paid in full. Purchaser represents and warrants it has sufficient insurance or funds to cover any such cancellation.
- In the case of a force majeure event, provided Artist is ready, willing, and able to perform, Artist shall be paid in full.
- Purchaser to provide and pay for one (1) fifteen passenger vans with runners for artist use.
- Artist strongly prefers that the audience be able to stand during her performance. Please notify us in writing if this is a problem. (NOTE: Artist does not object to chairs, just the prohibiting of standing during the performance).
- Purchaser to pay for support.
- Purchaser to provide and pay for mutually agreeable Artist's rider requirements at no cost to Artist.
- No recording of Artist's show of any kind without prior written approval by Artist. Artist has the right to possess all tapes, films or recordings made of the show.
- No presenting or welcoming by radio and no interview/autograph/photo sessions without prior written approval by Artist.
- In the event Artist has a tour sponsor, purchaser to adhere to sponsor's needs, at no cost to Purchaser.
- Purchaser to provide ticket counts to WME/Nashville on Mondays and Thursdays. Counts should be called in to 615-963-3352 or e-mailed to nashticketcounts@WMEAgency.com by 12:00 Noon CST on ticket count days.

### ARTIST AGREES TO:

- Artist agrees to do a thirty (30) person meet & greet. Time, location, and duration to be determined by Artist's tour manager, per advance. Participation in Meet & Greet per Artist's discretion subject to the status of the current national health crisis.

Artist shall not perform a publicly advertised engagement within 150 miles of the applicable Venue, for a period of 120 days prior to or 60 days after the performance of the Engagement at this applicable Venue.

Notwithstanding the foregoing, Artist shall NOT be precluded from performing the following:

- (i) private performances which are not publicly advertised and for which tickets are not sold to the general public;
- (ii) charitable events or multi-Artist charity concerts;
- (iii) any non-performing appearances (whether public or private);
- (iv) radio and/or TV appearances or performances, including, without limitation TV specials, television news, talk shows, and award shows.



1201 Demonbreun Street, 15th Floor  
 Nashville, TN 37203  
 USA  
 Phone: +1 615-963-3382  
 email: MURPH@wmeagency.com

**GRETCHEN WILSON**

*REDNECK RECORDS, LLC*

**ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT**

Agreement made 30 Jan 2024 between **REDNECK RECORDS, LLC** (hereinafter referred to as "PRODUCER") furnishing the services of **GRETCHEN WILSON** (hereinafter referred to as "ARTIST") and **VILLAGE OF BRADLEY/Mike Watson** (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

**1. ENGAGEMENT VENUE(S):**

BRADLEY 315 FEST  
 1600 Illinois 50  
 Bourbonnais, IL 60914  
 USA

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

Sat 08 Jun 2024

a. Number of Shows:

1

b. Show Schedule(s):

06:00 PM: Doors  
 07:00 PM: Support - Confirmed: Drew Baldrige  
 08:30 PM: BIG & RICH WITH GRETCHEN WILSON; (90-120 min.); Confirmed; Full Band  
 11:00 PM: Curfew

**3. BILLING (in all forms of advertising):**

~~+100% Solo-Headline-Billing~~ Equal Co-Headline festival billing

**4. COMPENSATION:**

\$41,667.00 USD (Forty One Thousand, Six Hundred Sixty Seven U.S. Dollars) flat GUARANTEE.

*DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.*

**5. PRODUCTION AND CATERING:**

- Purchaser to provide and pay for sound and lights as required by Artist.

- Purchaser to provide and pay for catering as required by Artist.

**Production Contact:**

Dave Mason  
 +1(217) 370-0336 (off.)  
 masonsound@yahoo.com

**6. TRANSPORTATION AND ACCOMMODATIONS:**

a) Air transportation:

b) Accommodations:

c) Air freight and excess baggage:

d) Ground transportation: - Purchaser to provide and pay for local ground transportation as required by Artist.

# **Exhibit B**

# Backline Gear List

Category	Description	Specific Name	Other Specifications	Quantity
<b>Guitars</b>				
Electric Guitar	American Fender Telecaster		(Maple Neck, Vintage Preferred)	1
Amps	Fender Deluxe Reverb Reissue OR Fender Hot Rod Deville			2
Guitar Boat	4-6 Space Guitar Boat			1
Stands	Single Hercules Stands			3
<b>Bass</b>				
Amps	Aguilar Tone Hammer 700			1
	Ampeg SVT410 or Aguilar SL410			1
<b>Drums</b>				
Kit	DW Performance series/ Custom	if not available contact PM		1
Kick	22" (w/pillow inside)			1
Snare	14"x6-7"			2
Rack Tom	13"			1
Foor Tom	18"			1
Heads	All Remo Ambassador Coated (In new condition)		Kick Resonant - Ambassador Smooth White w/ Port	Spare Snare Head
Cymbals	Zildjian K-Custom			
Hi- Hat	14" (pair)			1
Ride	22"			1
Crash	14"			2
Crash	16"			1
Hardware	DW			
Double Braced Boom Cymbal Stand				4
Snare Stand (One for Rack Tom)				3
DW Drum Throne				1
Kick Pedals	DW9000 Double Kick Pedal			1
Hi Hat Pedals	DW9000 Double Kick Pedal			1
Hi- Hat Stand	DW Two Legged			1
<b>Accessories</b>				
Drum Rug	6'x6' Drum Rug			1
Small Pelces	Asorted felts, washers, and nuts			

All Production items are subject to  
 Festival / Headliner set-up and to be  
 advanced with Dave Mason at (217)  
 378 0336 or masonsound@whico.com  
 Headliner set-up will prevail in all  
 instances



# Audio Gear List

Category	Description	Specific Name	Other Specifications	Quantity
<b>Analog Stage Boxes</b>	Analog sub snakes, Stage Boxes, and Fan Outs	(2) 50ft. 8 Channel Snakes. (1) 30ft. 24 Channel Snake or (2) 30ft. 12 Channel Snake. Please confirm with PM with what you have.	Clair NC-14, Whirlwind W1, Veam, and ask about regular permanently attached stage boxes. Hosa Snakes are not acceptable they are too prone to failure.	3 or 4
<b>XLR's</b>	5ft. XLR	Innstument Grade XLR no Install grade	Neutrik, Cannon, switchcraft, and whirlwind connectors perfered	10
	10ft. XLR	Innstument Grade XLR no Install grade	Neutrik, Cannon, switchcraft, and whirlwind connectors perfered	5
	15ft. XLR	Innstument Grade XLR no Install grade	Neutrik, Cannon, switchcraft, and whirlwind connectors perfered	10
	25ft. XLR	Innstument Grade XLR no Install grade	Neutrik, Cannon, switchcraft, and whirlwind connectors perfered	10
	50ft. XLR	Innstument Grade XLR no Install grade	Neutrik, Cannon, switchcraft, and whirlwind connectors perfered	3
<b>Stands</b>	Please refer to input list for exact Stand details and counts. Always plan on having extra.			
	Short Boom	Atlas, K&M, Gator Frameworks perfered.	Make sure all stands are fully functioning, have all rubber feet and gromets, and there are no overtightened or stripped knobs.	10
	Tall Boom	Atlas, K&M, Gator Frameworks perfered.	Make sure all stands are fully functioning, have all rubber feet and gromets, and there are no overtightened or stripped knobs.	10
<b>Microphones</b>	Please refer to the input list for exact Microphone details and counts. Having extra Sm58s and SM57s is always good.			

All Production items are subject to Federal / Reader set up and to be returned with Dave Mason at (717) 370-0336 or masonsound@yahoo.com Reader set-up will prevail in all instances.

# Audio Gear List

Category	Description	Specific Name	Other Specifications	Quantity
<b>Wireless</b>				
Shure Wireless Input Receiver	ULXD, Axiend Digital, or UHFR	2-Shure ULXD4D or 1-Shure ULXD4Q, 2-Shure AD4D or 1- Shure AD4Q. 2-Shure UR4D	Must be one of these bands, they can all be one of these bands or all different but no other bands are acceptable. G1, G10-11, G50-57+, G63, H4, H54, H22, J8. (G55, G56, G57, G57+ Preferred)	4 Total Channels of Wireless
Shure Wireless Input Transmitter	ULXD, Axiend Digital, or UHFR	3-ULXD1(Beltpack) and 2-ULXD2(Handheld). 3-AD1(Beltpack) and 2-AD2(Handheld). 3-UR1(Beltpack) and 2-UR2(Handheld)	Please understand that the Wireless Input Transmitter and Receiver match the model AND band of the other. (I have color coded them)	3 Beltpacks 2 Handhelds
Shure Active Antennas	Shure Active Directional Antennas	Shure UA874	Dipole 1/4 or 1/2 wave antennas are not acceptable	2
Antenna Cables	50 Ohm BNC Coaxial cable	RG-8 or RG-58 connectors	10 of the cables need to be 6-12in for patching to combiner and for jumping units. If it is pre patched then don't worry about them. 4 Antenna cables will need to be 20-50 feet, 2 for reciver antenna, 1 for transmit antenna, and 1 spare.	10 patch cables. 4 Antenna cables 20-50 feet
Shure Wireless IEMs	6 Stereo Channels of PSM1000s	P10T (Each P10T Unit has 2 Stereo Channels)	Units must be G10 band, H22 band, or J8 Band	3 P10T Units. 6 total stereo mixes
Shure Wireless IEM Packs	7 PSM1000 Reciver Packs	P10R+ Body Pack Reciver	Make sure IEM Transmitter has a Receiver with the same frequency band. For example, if you have all G10 P10T units all the Body Packs need to be G10, if there are 2 G10 P10T units and 1 J8 P10T Unit then there needs to be at least 4 G10 Body Packs and 2 J8 Body Packs.	7 P10R+ Body Packs
Active Combiner	Shure 8-channel combiner or Sennheiser 8-channel combiner	Shure PA821B Sennheiser AC3200-II	Must be wideband from 500-860 MHz	1
Helical Antenna	Shure Helicals. Sennheiser Helicals. Professional Wireless Helicals	Shure HA-8089, Shure HA-8090, Sennheiser AS000CP, or Professional Wireless Helicals		1
Digital Stage Box	Midas 32in/16out Digital Stagebox	DL32	Must be fully functional and recently quality control tested. Behringer stage boxes are not acceptable	1
Digital FOH Console	Midas M32 or Behringer X32	Midas M32 or Behringer X32	Must be fully functional and recently quality control tested. Full sized consoles only, no compacts, rack mounted, or smaller versions.	1
Snake	250' etherCON snake to FOH	etherCON	snagless regular RJ45 cat5e cable is not acceptable, It MUST NOT be longer than 250'. If snake run is longer than 250' then tell PM	2

All Production items are subject to  
 change without notice. Items to be  
 ordered with Dave Russell (217)  
 376 0130 or ransons@midas.com  
 Headliner set up will prevent all  
 POSIBLES

### Subsnake Patch Reference

Brown	Input
1	Kick
2	Snare Tap
3	Snare Bot
4	Hi-Hat
5	Tom 1
6	Tom 2
7	OH L
8	OHR
9	SPDX
10	Drum TB
11	Stage TB
12	Bass
13	SAM VOX
14	Bass Return

Yellow	Input
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

Green	Input
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

Purple	Input
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

RF out	Input
1	25
2	
3	
4	
5	27
6	31
7	
8	
9	
10	
11	
12	
13	
14	

AGT  
Bass Return  
EGT Return  
CONNER VOX  
Guest/Spare

### Subsnake Patch Reference, Page 2

Red	Input
1	15
2	16
3	17
4	18
5	19
6	20
7	21
8	22
9	23
10	24
11	
12	28
13	29
14	30

Green	Input
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

Grey	Input
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

White	Input
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

Blue	Input
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

Click  
Guide  
TRX L  
TRX R  
LOOP L  
LOOP R  
BGV TRX L  
BGV TRX R  
EGT L  
EGT R  
EGT Return  
AVERY VOX  
Crowd L  
Crowd R

Orange	Input
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

Blue	Input
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

White	Input
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

Grey	Input
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

White	Input
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

All Production items are subject to Festival / Headliner set-up and to be advanced with Dave Mason at (217) 370-0336 or masonsound@yahoo.com Headliner set-up will prevail in all instances

<b>Output List</b>			
<b>Bus</b>	<b>Name</b>	<b>Out XLR</b>	<b>Device</b>
1	Conner L		1 PSM1000 1 L
2	Conner R		2 PSM1000 1 R
3	Sam L		3 PSM1000 2 L
4	Sam R		4 PSM1000 2 R
5	Avery L		5 PSM1000 3 L
6	Avery R		6 PSM1000 3 R
7	Heith L		7 PSM1000 4 L
8	Heith R		8 PSM1000 4 R
9	Tech L		9 PSM1000 5 L
10	Tech R		10 PSM1000 5 R
11	Guest L		11 PSM1000 6 L
12	Guest R		12 PSM1000 6 R
13	Drum verb	FX Ret 1L + 1R	
14	Plate	FX Ret 2L + 2R	
15	Hall	FX Ret 3L + 3R	
16	Delay	FX Ret 4L + 4R	
<b>Matrix</b>	<b>Name</b>	<b>Out XLR</b>	<b>Device</b>
1	Front Fill		13 Drive Rack
2	Subs		14 Drive Rack
3	Main L		15 Drive Rack
4	Main R		16 Drive Rack
5			
6			

All Production items are subject to Festival / Headliner set-up and to be advanced with Dave Mason at (217) 370-4339 or [massemaun@festival.com](mailto:massemaun@festival.com). Headliner set-up will prevail in all instances.

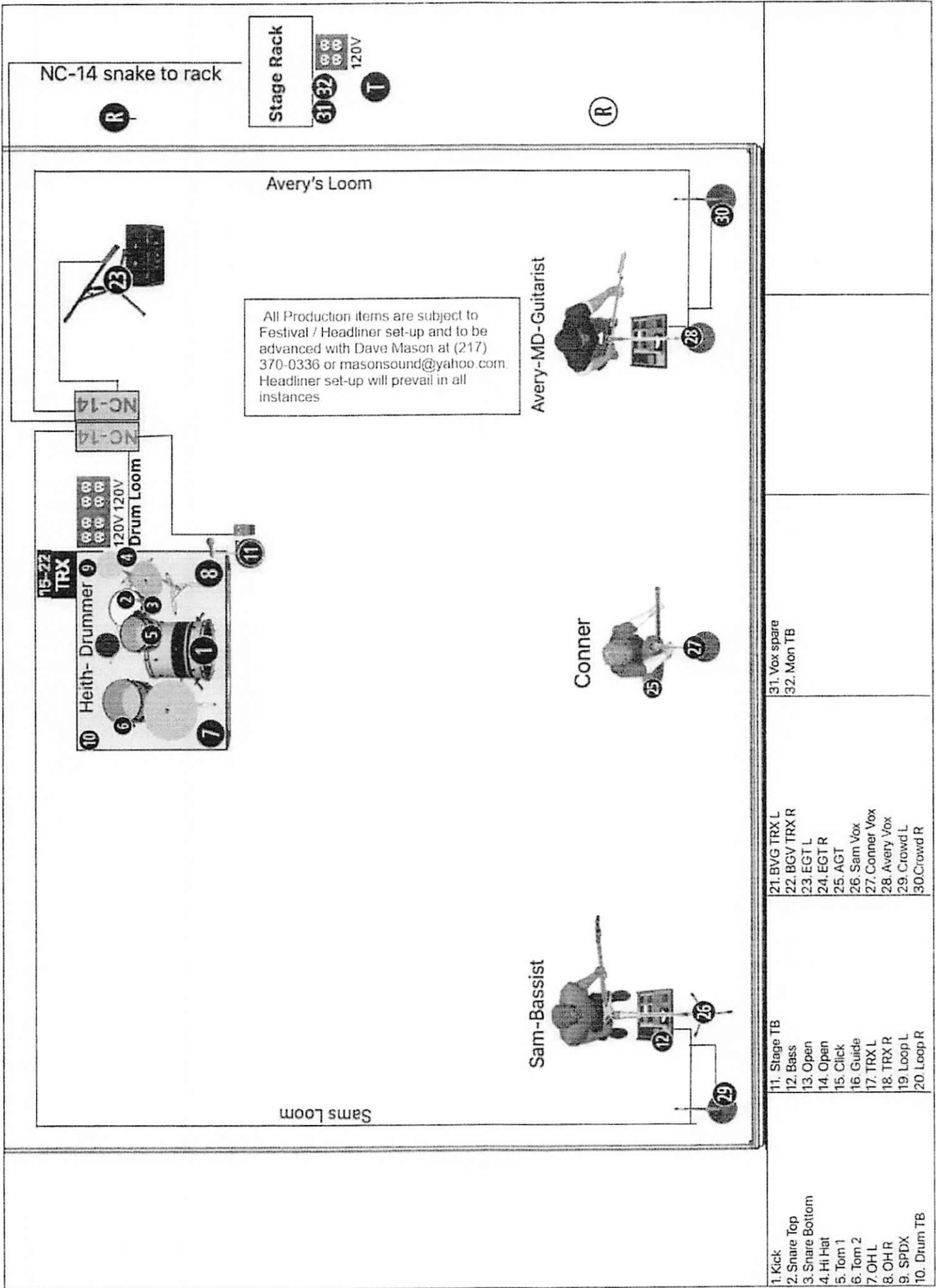


# Input List 2021

Created by

Chan	Input	Mic/DI/XLR	48v	Stand Type		Base Type			Brown	Red	RF out	Other (Explain)
				Stand		Round	Tripod	XLR				
39												
40												
41												
42												
43												
44												
45												
46												
47												
48												
49												
50												
51												
52												
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66												
67												
68												
69												
70												
71												
72												
73												
74												
75												
76												

All Production Items are subject to Final Call Handline set up and to be delivered with Dave Mason at 4:17/3:70/1:35 of masonandmitch.com Handline set up will prevail in all instances



- |   |  |   |
|---|--|---|
| <ul style="list-style-type: none"> <li>1. Kick</li> <li>2. Snare Top</li> <li>3. Snare Bottom</li> <li>4. Hi Hat</li> <li>5. Tom 1</li> <li>6. Tom 2</li> <li>7. OH L</li> <li>8. OH R</li> <li>9. SPDx</li> <li>10. Drum TB</li> </ul> | <ul style="list-style-type: none"> <li>11. Stage TB</li> <li>12. Bass</li> <li>13. Open</li> <li>14. Open</li> <li>15. Click</li> <li>16. Guide</li> <li>17. TRX L</li> <li>18. TRX R</li> <li>19. Loop L</li> <li>20. Loop R</li> </ul> | <ul style="list-style-type: none"> <li>21. BVG TRX L</li> <li>22. BGV TRX R</li> <li>23. EGT L</li> <li>24. EGT R</li> <li>25. AGT</li> <li>26. Sam Vox</li> <li>27. Conner Vox</li> <li>28. Avery Vox</li> <li>29. Crowd L</li> <li>30. Crowd R</li> </ul> |
| <ul style="list-style-type: none"> <li>31. Vox spare</li> <li>32. Mon TB</li> </ul>   |  |   |



# Input List 2021

Created by

Chan	Input	Mic/DI/XLR	48v	Stand Type	Base Type			Brown	Red	RF out	Other (Explain)
				Stand	Round	Tripod	XLR				
1	Kick	SM91	<input checked="" type="checkbox"/>	In Kick	<input type="checkbox"/>	<input type="checkbox"/>	10'	1			
2	Snare top	SM57	<input type="checkbox"/>	Short Boom	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5'	2			
3	Snare Bot	KSM137	<input checked="" type="checkbox"/>	Short Boom	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5'	3			
4	Hi-Hat	KSM137	<input checked="" type="checkbox"/>	Short Boom	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5'	4			
5	Tom 1	904a	<input type="checkbox"/>	Clip	<input type="checkbox"/>	<input type="checkbox"/>	10'	5			
6	Tom 2	904a	<input type="checkbox"/>	Clip	<input type="checkbox"/>	<input type="checkbox"/>	15'	6			
7	OH L	KSM137	<input checked="" type="checkbox"/>	Tall Boom	<input type="checkbox"/>	<input checked="" type="checkbox"/>	20'	7			
8	OH R	KSM137	<input checked="" type="checkbox"/>	Tall Boom	<input type="checkbox"/>	<input checked="" type="checkbox"/>	20'	8			
9	SPDX	DI	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		9			
10	Drum TB	SM58+Mute Stomp	<input type="checkbox"/>	Tall Boom	<input type="checkbox"/>	<input checked="" type="checkbox"/>	25'	10			
11	Stage TB	SM58+Mute Stomp	<input type="checkbox"/>	Tall Boom	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	25'	11			
12	Bass	DI on PB	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	50'	12			
13	OPEN		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>					
14	OPEN		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>					
15	Click	OUT of Interface	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			1		
16	Guide	OUT of Interface	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			2		
17	TRX L	OUT of Interface	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			3		
18	TRX R	OUT of Interface	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			4		
19	LOOP L	OUT of Interface	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			5		
20	LOOP R	OUT of Interface	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			6		
21	BGV TRX L	OUT of Interface	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			7		
22	BGV TRX R	OUT of Interface	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			8		
23	EGT L	SM57/MD421	<input type="checkbox"/>	Short, Boom	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	20'		9		
24	EGT R	SM57/MD421	<input type="checkbox"/>	Short, Boom	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	20'		10		
25	AGT	ULXD BP	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>				1	
26	SAM VOX	SEV3/V7/SM58	<input type="checkbox"/>	Tall, Boom	<input type="checkbox"/>	<input checked="" type="checkbox"/>	50'	13			
27	CONNER VOX	ULXD Beta58	<input type="checkbox"/>	Tall	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				5	
28	AVERY VOX	SEV3/V7/SM58	<input type="checkbox"/>	Tall, Boom	<input type="checkbox"/>	<input checked="" type="checkbox"/>	50'		12		
29	Crowd L	(Shure/SENN/AT)shotgun	<input checked="" type="checkbox"/>	Short	<input type="checkbox"/>	<input checked="" type="checkbox"/>	50'		13		
30	Crowd R	(Shure/SENN/AT)shotgun	<input checked="" type="checkbox"/>	Short	<input type="checkbox"/>	<input checked="" type="checkbox"/>	50'		14		
31	Guest/Spare	Wireless Beta58/SM58	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>				6	
32	SL TB	SM58+Mute Stomp	<input type="checkbox"/>	Tall	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15'				
33			<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>					
34			<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>					
35			<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>					
36			<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>					
37			<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>					
38			<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>					

All production items are subject to Federal Healthier Setup and to be approved with Dave Hanson, cell 277-330-4336 or mason@audiodoctor.com. Handling set-up will prevail in all instances.



1201 Demonbreun Street, 15th Floor  
 Nashville, TN 37203  
 USA  
 Phone: +1 615-963-3382  
 email: MURPH@wmeagency.com

**BIG & RICH**

*B&R ENTERPRISES, INC.*

**ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT**

Agreement made 30 Jan 2024 between **B&R ENTERPRISES, INC.** (hereinafter referred to as "PRODUCER") furnishing the services of **BIG & RICH** (hereinafter referred to as "ARTIST") and **VILLAGE OF BRADLEY/Mike Watson** (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

**1. ENGAGEMENT VENUE(S):**

BRADLEY 315 FEST  
 1600 Illinois 50  
 Bourbonnais, IL 60914  
 USA

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

Sat 08 Jun 2024

a. Number of Shows:

1

b. Show Schedule(s):

06:00 PM: Doors

07:00 PM: Support - Confirmed: Drew Baldridge

08:30 PM: BIG & RICH WITH GRETCHEN WILSON; (90-120 min.); Confirmed; Full Band

11:00 PM: Curfew

**3. BILLING (in all forms of advertising):**

~~100% Sole-Headline Billing~~ Equal Co-Headline festival billing

**4. COMPENSATION:**

\$153,333.00 USD (One Hundred Fifty Three Thousand, Three Hundred Thirty Three U.S. Dollars) flat **GUARANTEE.**

*DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.*

**5. PRODUCTION AND CATERING:**

- Purchaser to provide and pay for sound, lights (inclusive of 2 spotlights) and staging as required by Artist.

- Purchaser to provide and pay for catering as required by Artist.

**Production Contact:**

Dave Mason  
 +1(217) 370-0336 (off.)  
 masonsound@yahoo.com

**6. TRANSPORTATION AND ACCOMMODATIONS:**

~~a) Air transportation:~~

~~b) Accommodations:~~

~~c) Air freight and excess baggage:~~

d) Ground transportation: - Purchaser to provide and pay for one (1) 15 passenger vans for band and crew AND one (1) large SUV for principals.

# **Exhibit C**

## **26. INSURANCE**

**BUYER** agrees to provide comprehensive general liability (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 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. **BUYER** further agrees to provide full all-risks insurance coverage for all equipment and instruments provided by **ARTIST** and/or employees, contractors and 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 upon request by the Tour Manager or **ARTIST** management office.

## **27. MODIFICATION OF CONTRACT**

It is hereby understood and agreed that the **BUYER** shall not add to, delete from, or make any alterations in the Agreement or Rider without ~~prior communication and written agreement from **ARTIST'S** personal manager. Any attempt to alter this agreement by **BUYER** will act as a waiver of all rights of purchase but will leave all liabilities of **BUYER** in place.~~ This Agreement cannot be assigned to any person, firm or corporation. Under no circumstance will the venue be changed or moved without written consent of **ARTIST** or management. Any attempt to violate this provision will be considered a contract alteration.

### **(PARAGRAPH HEADINGS)**

Paragraph headings are inserted in this Rider for convenience only and are not to be used in interpreting this Agreement.

~~ARTIST harmless from and against all local municipal, and country or government taxes, fees or levies on all income earned by PRODUCER, ARTIST or ARTIST'S EMPLOYEES while in the country or countries covered by this contract.~~

**24. LEGAL WARRANTY**

A. Nothing herein shall be construed to represent a partnership between BUYER and ARTIST. ARTIST and ARTIST'S services are being retained on a mutual agreement, independent contractor basis. BUYER cannot assign the rights of herein without the prior written consent of ARTIST'S personal manager.

B. All parties to this agreement acknowledge that this Agreement was entered into the State of Tennessee and shall be governed by laws of the State of Tennessee. Further, all parties acknowledge that Nashville (Davidson County) Tennessee is the appropriate forum for any and all litigation arising out of or involving this Agreement and /or the performance of any duties hereunder. The parties therefore consent to exclusive jurisdiction and venue in Davidson County, Tennessee. The parties further agree that the prevailing party in any litigation will be entitled to recover their costs including reasonable attorney's fee and that any litigation filed outside Davidson County, Tennessee, will be subject to immediate dismissal along with the appropriate sanctions under FRCP 11 or the corresponding state court rules. The parties further agree to do and hereby waive formal service of process in regard to actions brought relating to this Agreement and agree to accept service of process via certified mail, return receipt requested, addressed to the address listed below.

C. The parties further agree that should it become necessary to consult an attorney due to any breach of this Agreement, then such costs will be considered as recoverable damages.

**25. INDEMNIFICATION**

BUYER shall indemnify and hold ARTIST harmless from and against any and all liability, claim, demands, costs, expense, loss and damage (including reasonable attorney fees) arising out of or in connection with any bodily injury, death or loss or damage to property which occurs in any connection with any performance rendered or to be rendered by ARTIST hereunder (unless the same is caused by the willful, tortuous conduct of ARTIST).

All amusement / local union taxes will be paid by Purchaser if applicable. Any non-resident or similar tax imposed by the IRS or state dept of revenue is the sole responsibility of Artist / Producer.

**19. TAXES & LICENSES**

**BUYER** is responsible for paying ALL state / local sales taxes, fees, dues and obtaining necessary licenses and permits related to the engagement. This includes, but not limited to ASCAP, BMI, SESAC, city and state permits.

**20. FORCE MAJEURE**

**ARTIST'S** obligation to furnish the entertainment unit referred to herein is subject to detention or prevention by sickness, inability to perform, accident means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, and act or order of any public authority of any cause, similar or dissimilar, beyond **ARTIST'S** control.

**21. INCLEMENT WEATHER**

Judgment of the weather's effect in ability to perform shall be at the **ARTIST'S** sole discretion. In the event that this show is canceled due to inclement weather, **ARTIST** must still be paid in full, provided **ARTIST** is ready, willing and able to perform at the designated time as specified in the contract.

**22. CANCELLATION**

Artist has the privilege of cancellation by giving thirty (30) days written notice to **BUYER**, in the event that there has been secured for the **ARTIST** a commitment for a motion picture, television series, television special, a major network television appearance, a "Las Vegas engagement", a location engagement, a major concert tour or a legitimate stage production which would interfere or conflict with said engagement.

**23. INTERNATIONAL TRAVEL**      N/A

~~In the event the place of is outside continental limits of the United States, **BUYER** agrees to procure at his sole expense, for **ARTIST** and entourage, a licensed, bonded customs broker, other documents of any nature whatsoever necessary or usually obtained to enable **ARTIST** and to render his services hereunder. Also, **BUYER** shall be responsible for, and indemnify and hold **PRODUCER** and~~

## 16. POWER REQUIREMENTS <sup>(1)</sup><sub>(2)</sub>

- A. A minimum of 100 amps per leg, three phase disconnect, with appropriate neutral and earth ground. This power is to be used by touring sound companies. This source should be on a different transformer from the lighting power source. This will prevent interaction between lighting and sound equipment. This power source should also be isolated from any and all kitchen equipment, including but not limited to ice machines, ovens, blenders, mixers, cash registers, etc.
- B. If power requirements cannot be met by venue, Buyer shall provide at their sole expense, generators for the said event.

All Production items are subject to Festival / Headliner set-up and to be advanced with Dave Mason at (217) 370-0338 or masonsound@yahoo.com. Headliner set-up will prevail in all instances.

## 17. SOUND CHECK

**BUYER** agrees to provide a **PRIVATE** sound check for the **ARTIST** and band to be completed prior to doors opening and admitting ticket holders and guests. During the sound check, **BUYER** agrees to keep the performance area clear of all people not directly involved with the shows production. **PLEASE LET ALL WORKING STAFF KNOW THAT IT IS NOT OK TO TAKE PHOTOS OR VIDEOS OF ARTIST OR BAND DURING SOUND CHECK!**

## 18. MERCHANDISING <sup>(1)</sup><sub>(2)</sub>

- A. **ARTIST** shall have the sole and exclusive right, but not obligation, to sell merchandise bearing his/her name and likeness at no cost to **ARTIST**.
- B. **BUYER** and/or venue **CANNOT** sell or manufacture any items with **ARTIST'S** logo or likeness without prior written approval by **ARTIST** or management representative.
- ~~C. **BUYER** will not charge **ARTIST** or any one else for the sale of **ARTIST'S** merchandise.~~ per contract
- D. **BUYER** to provide **ARTIST** with the following:
1. A location that is accessible to all concert patrons.

## 12. CAMERA POLICY

Artist does not allow video recording of any kind of performance. Flash photography is allowed with cell phones and other point and shoot devices. Professional cameras and cameras with telephoto lenses are not allowed. Press and venue photographers are limited to the first two (2) songs of the show.

For the avoidance of doubt, PURCHASER shall not be held responsible or liable for recording/filming/photographing by patrons via personal cell phones.

## 13. BACKSTAGE ACCESS

conjunction w/ Big & Rich

Only ARTIST'S tour passes will be honored for backstage access unless approved by Tour. When ARTIST is the headliner, the tour manager will need to approve any guest list and passes. All efforts to keep the number of backstage guests down to a minimum will be appreciated.

## 14. CATERING

Please provide the following items in GW dressing room no later than 2 hours before showtime, and no sooner than 4 hours before showtime.

- 12 pack of FIGI bottled water (NOT ON ICE)
- 6 pack Coke (Not Pepsi) (ON ICE)
- One small veggie tray
- One small cheese tray
- One bottle Jack Daniels

PURCHASER will supply assorted snacks and drinks in shared hospitality area. PURCHASER does NOT supply bus stock. PURCHASER will provide Festival style catering. Dietary restrictions to be discussed during advance.

## 15. STAGE REQUIREMENTS

- a. No barricade is required across the front of the stage.
- b. All outdoor events must have complete roofing and side drops, rain or shine, for stage, wings, and FOH
- c. Three High Powered Fans/Air handlers/Carpet Blower. 1 Center- 1 Stage Left- 1 Stage Right



**7. TICKET PRICES**

Should the cost of the ticket vary from the amount stated on the face of the contract, **BUYER** shall remit 100% of any excess per ticket to **ARTIST**. This clause shall also apply to free shows. ANY charge for admission must be stated accurately on contract face.

**8. COMPLEMENTARY TICKETS**

**ARTIST** shall be permitted forty (4) of the top priced tickets available to them at no cost to use in their sole discretion. **BUYER** will provide the Tour Manager with these tickets upon request on the day of the show. Quantities and Sponsor titles must match the contract face.

N/A

**9. SETTLEMENT, TICKETS, TICKET COUNTS, ETC.**

Should any part of **ARTIST'S** compensation be based on box office or ticket sales, all methods of ticketing, accounting, manifest and settlement will be at the sole direction of **ARTIST** and **ARTIST** representatives. **ARTIST** and representatives will have unlimited access to box office, ticket outlets and information in any case before, during and following performance. **BUYER** agrees to make necessary arrangements to accommodate this requirement.

**10. DRESSING ROOMS** NOT AVAILABLE - ARTIST TO USE BUS

**BUYER** agrees to provide two (1) private dressing rooms for the following purposes:(1) for Gretchen Wilson & crew.

These rooms should be clean, dry, well lit, heated or air-conditioned and securable. Each room should have a private lavatory supplied with soap, running hot & cold water.

The **ARTIST** should not be required to share these dressing rooms with any other artist. These rooms are to be available upon stage call.

**11. SECURITY**

**BUYER** shall provide additional security to ensure the safety of the Artist's personnel, instruments, personal property, vehicles, etc. Security will secure backstage entrances, backstage area, stage area, and bus perimeter upon **ARTIST** arrival through departure.

**1. ADVERTISING**

Only photos supplied by **ARTIST** management shall be used in all advertising and promotion of the show. There shall be no signs, banners or any advertising material on or within fifty (50') feet of the stage, nor shall the name **GRETCHEN WILSON** be used or associated directly or indirectly with any product or service without **ARTIST'S** written consent.

**2. BILLING**

Unless appearing as part of another show, **ARTIST** will receive 100% headline billing in all advertising and/or promotion of the show.

**3. APPROVAL OF OTHER ACTS**

**ARTIST** shall have the right to approve any other acts on the program. **ARTIST** shall have the right to approve the length of performance of other acts on the show. **ARTIST** shall close the show unless otherwise agreed upon in the contract. Other acts must provide their own instruments.

**4. SHOW SPONSORSHIP/PRESENTATION**

**ARTIST** management must authorize all forms of sponsorship. This includes cosponsorship and welcoming, presenting and hosting radio stations.

*Subject to existing sponsorships in place with Village of Bradley.*

**5. SHOW RECORDING POLICY**

**NO** recording, filming, broadcasting, telecasting, photographic reproduction or transmission of either audio or video of **ARTIST'S** show without prior written consent. **ARTIST** has the right to possess any and all tapes, films or recordings made of **ARTIST'S** show.

*For the avoidance of doubt, PURCHASER shall not be held responsible or liable for recording/filming/photographing by patrons via personal cell phones.*

**6. INTERVIEWS**

All media requests should be directed to **PUBLICIST**.



## 2024 PRODUCTION RIDER

**BOOKING:**

**WME**

*Greg Oswald*

*615-963-3000*

**PUBLICITY:**

*Craig Campbell*

[Craig@campbellentgrp.com](mailto:Craig@campbellentgrp.com)

**MERCHANDISE:**

*Laura Gomez*

[laura@redneckrecords.com](mailto:laura@redneckrecords.com)

**PLEASE CONTACT PUBLICIST OR VISIT GRETCHENWILSON.COM FOR: PIC  
AND VIDEO ASSETS, APPROVAL OF CREATED MATERIALS AND TOUR  
MEDIA REQUESTS.**

connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER's riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(6) This Agreement shall be construed in accordance with the laws of the State of Tennessee applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Nashville, Davidson County in the State of Tennessee in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Nashville, Davidson County in the State of Tennessee and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or 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/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREDY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.~~

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

## R. AFM PROVISIONS

(1) Whenever the term "Federation" is used herein it shall mean the American Federation of Musicians of the United States and Canada. Whenever the term "Local Union" is used herein it shall mean the Local Union of the Federation with jurisdiction over the territory in which the engagement covered by this contract is to be performed.

(2) No performance of the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission.

(3) It is expressly understood by the parties hereto that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 7 above, and therefore, neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

(4) A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by the contract for purposes of communicating with the ARTIST(s) performing the engagement and the PURCHASER.

## M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

## N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

## O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

## P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

## Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable 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 PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such 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.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in

## J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

## K. PURCHASER DEFAULT

The foregoing shall be subject to a reasonable notice and cure period (but in no event less than a reasonable time prior to the Engagement).

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

## L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

#### D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

#### E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

#### F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

provided that ARTIST is ready, willing,  
and able to perform,

#### G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

#### H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

#### I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., 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, as specified in this Agreement.

## ADDENDUM "A"

### ADDITIONAL TERMS AND CONDITIONS

#### A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

#### B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

#### C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands 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 or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.



**BUYER warrants that he/she has the right to enter into this contract and is of legal age.  
BUYER needs to initial each page of this rider.**

**1) BILLING**

Unless appearing as part of another show, ARTIST will receive 100% headline billings in all advertising or promotion of the show.

**2) ADVERTISING**

Only photos supplied by ARTIST management or publicist shall be used in all advertising and promotion of the show. There shall be no signs, banners or any advertising material on or within fifty (50') feet of the stage, nor shall the name BIG & RICH be used or associated directly or indirectly with any product or service without ARTIST'S written consent.

**3) APPROVAL OF OTHER ACTS**

ARTIST shall have the right to approve any other acts on the program. ARTIST shall have the right to approve the length of the performance of other acts on the show. ARTIST shall close the show unless otherwise agreed upon in the contract. Other acts must provide their own instruments.

**4) SHOW SPONSORSHIP/PRESENTATION**

ARTIST management must authorize all forms of sponsorship. This includes cosponsorship and welcoming, presenting and hosting radio stations. Subject to existing sponsorships in place with Village of Bradley.

**5) SHOW RECORDING POLICY**

NO recording, filming, broadcasting, telecasting, photographic reproduction or transmission of either audio or video of ARTIST'S show without prior written consent. ARTIST has the right to possess any and all tapes, films or recording made of ARTIST'S show. For the avoidance of doubt, PURCHASER shall not be held responsible or liable for recording/filming/photographing by patrons via personal cell phones.

**6) INTERVIEWS**

Coordinate all print and media interviews through Wortman Works Media & Marketing, 615-260-9985, [jwortman@wortmanworks.com](mailto:jwortman@wortmanworks.com). Coordinate all radio interviews through Charlie Pennachio at 917-561-8296, or [cp@oswaldentertainment.com](mailto:cp@oswaldentertainment.com).

**7) TICKET PRICES**

Should the cost of the ticket vary from the amount stated on the face of the contract, BUYER shall remit 100% of any excess per ticket to ARTIST. This clause shall also apply to free shows. ANY charge for admission must be stated accurately on contract face.

e) Meals and incidentals:

f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

## 7. SPECIAL PROVISIONS:

### PURCHASER AGREES TO:

- Not including personal iPhones/cameras, there shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of ARTIST or ARTIST'S performance. Any requests for the foregoing shall be subject to PRODUCER'S prior written approval and terms in all instances.
- Purchaser to pay for support.
- Purchaser to provide and pay for mutually agreeable Artist's rider requirements at no cost to Artist.
- No recording of Artist's show of any kind without prior written approval by Artist management. Artist has the right to possess all tapes, films or recordings made of the show.
- Prior to announcing or scheduling on-sale date, purchaser must contact Charlie Pennachio (917-561-8296 or cp@oswaldentertainment.com) with artist management for approved promotional materials and copy, as well as approval on marketing plan. No presenting or welcoming by radio and no interview/autograph/photo sessions without prior written approval by artist management.
- Big & Rich tour dates will include Cowboy Troy. Purchaser agrees to include Cowboy Troy at 50% billing below Big & Rich in all print ads and agrees to mention Cowboy Troy one time in all radio and television ads. Cowboy Troy is not opening act, but part of Big & Rich's show.
- In the event Artist has a tour sponsor, Purchaser agrees to adhere to sponsor's needs, at no cost to Purchaser.
- In the case of inclement weather that forces a cancellation, <sup>provided that ARTIST is ready, willing, and able to perform,</sup> Artist shall be paid in full. Purchaser represents and warrants it has sufficient insurance or funds to cover any such cancellation.
- In the case of a force majeure event, provided Artist is ready, willing, and able to perform, Artist shall be paid in full.
- Purchaser to provide ticket counts to WME/Nashville on Mondays and Thursdays. Counts should be called in to 615-963-3352 or e-mailed to nash.ticketcounts@WMEAgency.com by 12:00 Noon CST on ticket count days.
- All support acts and show line-up (and any changes to the foregoing) are subject to Artist's prior approval. Purchaser must submit list of potential support acts for management approval prior to confirming any Artist as support.
- Purchaser is not permitted, in any manner, to sell (or sell access to) any permitted meet and greet (if any) in any manner (e.g., as a standalone charge, part of a ticket package, or otherwise) pursuant to this Agreement absent Producer's separate, express, written approval. Purchaser is advised that Producer and Artist take the unauthorized sale of meet and greet opportunities (or access thereto) very seriously.
- BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

### ARTIST AGREES TO:

- Artist agrees to do a thirty (30) person meet & greet. Time, location, and duration to be determined by Artist's tour manager, per advance. Participation in Meet & Greet per Artist's discretion subject to the status of the current national health crisis.

Artist shall not perform a publicly advertised engagement within 150 miles of the applicable Venue, for a period of 120 days prior to or 60 days after the performance of the Engagement at this applicable Venue.

Notwithstanding the foregoing, Artist shall NOT be precluded from performing the following:

- (i) private performances which are not publicly advertised and for which tickets are not sold to the general public;
- (ii) charitable events or multi-Artist charity concerts;
- (iii) any non-performing appearances (whether public or private);
- (iv) radio and/or TV appearances or performances, including, without limitation TV specials, television news, talk shows, and award shows.

**8. ARTIST RIDER:**

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

**9. CURRENCY AND EXCHANGE RATE:**

**10. PAYMENT TERMS:**

a. DEPOSIT in the amount of \$76,666.50 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 08 Mar 2024; (50% due prior to announce but no later than within 45 days of issuing the contract.)

All deposit payments shall be paid via certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC  
 ATTN: Carrie Murphy  
 1201 Demonbreun Street, 15th Floor  
 Nashville, TN 37203  
 USA

OR via bank wire as follows:

CITY NATIONAL BANK  
 1005 17th Ave. S  
 Suite 600  
 Nashville, TN 37212

ABA no.: 064009445  
 William Morris Endeavor Account No.: 684001426  
 ORG: Village of Bradley / REF: Big & Rich / Jun 08, 2024  
 WME booking code: PAC 1045159

*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).*

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

**11. SCALING AND TICKET PRICES:**

DATE	TIME	TYPE	PRICE	COMPS	TICKETS	SELLABLE	PARKING	PRIORITY	TIC.FEE	NET PRICE	GROSS POT.
Sat 08 Jun	9:00 PM	GA Seated	\$35.00	0	6,600	6,600				\$231,000.00	\$231,000.00
		VIP Seated	\$80.00	0	1,800	1,800				\$144,000.00	\$144,000.00
				0	7,000	7,000				\$375,000.00	\$375,000.00

**SCALING NOTES:**

- Day of show ticket price increase: \$10.00 USD
- Outdoor / Covered Stage
- Artist Comps: 50
- Multiday ticket will be \$50 GA & \$80 VIP

ADJUSTED GROSS POTENTIAL: \$265,000.00  
 TAX:

NET POTENTIAL:

\$265,000.00

**12. EXPENSES:**

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Support	\$25,000.00				
<b>Expense Totals:</b>	<b>\$25,000.00</b>				

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

**13. MERCHANDISING:**

Artist sells; CD/DVD: 90.00% of proceeds to ARTIST.  
 Artist sells; T-Shirts/Soft: 80.00% of proceeds to ARTIST.

**14. VISAS AND WORK PERMITS:**

**15. TAXES:**

**ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.**

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

VILLAGE OF BRADLEY  
 Mike Watson  
 Bradley 315 Fest  
 147 South Michigan Avenue  
 Bradley, IL 60914  
 USA

Care of: Casey Blakeley  
 Grandstand Concerts LLC  
 13960 Harris Road  
 Athens, IL 62613  
 USA

By:

B&R ENTERPRISES, INC.  
 Fed ID: 45-2935570

**Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above. Attention: Murphy**

## ADDENDUM "A"

### ADDITIONAL TERMS AND CONDITIONS

#### A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

#### B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

#### C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands 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 or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

#### D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

#### E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

#### F. INCLEMENT WEATHER

provided that ARTIST is ready, willing, and able to perform,

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

#### G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

#### H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

#### I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., 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, as specified in this Agreement.

## **J. NO RECORDING/BROADCAST**

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

## **K. PURCHASER DEFAULT**

The foregoing shall be subject to a reasonable notice and cure period (but in no event less than a reasonable time prior to the Engagement).

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

## **L. INSURANCE/INDEMNIFICATION**

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

## M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

## N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

## O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

## P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

## Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable 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 PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such 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.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in



connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER's riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(6) This Agreement shall be construed in accordance with the laws of the State of Tennessee applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Nashville, Davidson County in the State of Tennessee in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Nashville, Davidson County in the State of Tennessee and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or 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/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.~~

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.



**2020 CONTRACT RIDER**

This rider is attached to, and a material clause to the contract dated 01 / 30 / 2024  
between Big & Rich (herein, **ARTIST**) and Village of Bradley (herein, **BUYER**) for the  
performance on 06 / 08 / 2024

In the event of a conflict between the printed contract and this rider, this rider will control.

**MANAGEMENT:** Oswald Entertainment Group

**CONTACT:** C: 917-561-8296  
Charlie Pennachio O: 615-925-3882 ext. 701  
[cp@oswaldentertainment.com](mailto:cp@oswaldentertainment.com)

**TOUR MANAGER:** C: 615-498-6462  
Chris Tate [christate19@outlook.com](mailto:christate19@outlook.com)

**PRODUCTION MANAGER:** C: 858-220-3571  
Rob Bastin [robertbastin@me.com](mailto:robertbastin@me.com)

**RECORD LABEL:** 11 Music Circle South  
*Big & Rich Records* Nashville, TN 37203  
615-309-0969 | Fax: 615-309-0929

**PUBLICITY:** C: 615-260-9985  
Wortman Works Media & [jwortman@wortmanworks.com](mailto:jwortman@wortmanworks.com)  
Marketing  
*Jules Wortman*

INITIAL: x \_\_\_\_\_

**BUYER warrants that he/she has the right to enter into this contract and is of legal age.  
BUYER needs to initial each page of this rider.**

**1) BILLING**

Unless appearing as part of another show, ARTIST will receive 100% headline billings in all advertising or promotion of the show.

**2) ADVERTISING**

Only photos supplied by ARTIST management or publicist shall be used in all advertising and promotion of the show. There shall be no signs, banners or any advertising material on or within fifty (50') feet of the stage, nor shall the name BIG & RICH be used or associated directly or indirectly with any product or service without ARTIST'S written consent.

**3) APPROVAL OF OTHER ACTS**

ARTIST shall have the right to approve any other acts on the program. ARTIST shall have the right to approve the length of the performance of other acts on the show. ARTIST shall close the show unless otherwise agreed upon in the contract. Other acts must provide their own instruments.

**4) SHOW SPONSORSHIP/PRESENTATION**

ARTIST management must authorize all forms of sponsorship. This includes cosponsorship and welcoming, presenting and hosting radio stations. Subject to existing sponsorships in place with Village of Bradley

**5) SHOW RECORDING POLICY**

NO recording, filming, broadcasting, telecasting, photographic reproduction or transmission of either audio or video of ARTIST'S show without prior written consent. ARTIST has the right to possess any and all tapes, films or recording made of ARTIST'S show. For the avoidance of doubt, PURCHASER shall not be held responsible or liable for recording/filming/photographing by patrons via personal cell phones.

**6) INTERVIEWS**

Coordinate all print and media interviews through Wortman Works Media & Marketing, 615-260-9985, [jwortman@wortmanworks.com](mailto:jwortman@wortmanworks.com). Coordinate all radio interviews through Charlie Pennachio at 917-561-8296, or [cp@oswaldentertainment.com](mailto:cp@oswaldentertainment.com).

**7) TICKET PRICES**

Should the cost of the ticket vary from the amount stated on the face of the contract, BUYER shall remit 100% of any excess per ticket to ARTIST. This clause shall also apply to free shows. ANY charge for admission must be stated accurately on contract face.

**8) COMPLIMENTARY TICKETS**

ARTIST shall be permitted fifty (50) of the top priced tickets available to them at no cost to use in their sole discretion. BUYER will provide Tour Manager with these tickets upon request on day of show.

**9) SETTLEMENT, TICKETS, TICKET COUNTS, ETC.** <sup>N/A</sup>

Should any part of ARTIST'S compensation be based on box office or ticket sales, all methods of ticketing, accounting, manifest and settlement will be at the sole direction of ARTIST and ARTIST representatives. ARTIST and representatives will have unlimited access to the box office, ticket outlets and information in any case before, during and following the performance. BUYER agrees to make the necessary arrangements to accommodate this requirement.

**10) DRESSING ROOMS** NOT AVAILABLE - ARTIST TO USE BUS

BUYER agrees to provide three (3) private dressing rooms. One (1) for the ARTIST, one (1) for Big & Rich Band, and one (1) for Big & Rich Crew personnel. These rooms should be clean, dry, well lit, heated or air-conditioned and securable. Each room should have a private lavatory, with shower, supplied with bar soap, running hot & cold water, mirrors and adequate towels for (24) people. The ARTIST should not be required to share these dressing rooms with any other artist. The keys to the door locks must be available to ARTIST'S Tour Manager Only at load-in and security personnel available at stage call. An additional (24) hand towels should be provided for ARTIST'S use on stage, all hand towels should be one color, dark is preferred.

**11) SECURITY**

BUYER shall guarantee adequate security at ALL times to ensure the safety of the ARTIST, personnel, instruments, personal property, vehicles, etc. Security will secure backstage entrances, backstage area, stage area, and bus perimeter upon ARTIST arrival through departure. All backstage access shall be cleared and supervised by ARTIST'S Tour Manager.

**12) BACKSTAGE ACCESS**

Only ARTIST'S tour passes will be honored for backstage access unless approved by Tour Manager. Should ARTIST be the headliner, the tour manager will need to approve any guest list and passes. All efforts to keep the number of backstage guests down to a minimum will be appreciated. During Artist performance, no one other than B&R personnel shall be on stage due to safety concerns.

PURCHASER will supply assorted snacks and drinks in shared hospitality area. PURCHASER does NOT supply bus stock. \*PURCHASER will provide Festival style catering. Dietary restrictions to be discussed during advance.

**13) CATERING REQUIREMENTS**

Breakfast: A full hot breakfast shall be provided for 16 touring personnel. Breakfast should include items such as eggs, bacon, sausage, biscuits and gravy. (Pancakes, grits, and French toast are fine too.) Please provide one made to order omelette station. Please have assorted cereals, fresh fruit, bagels, milk

orange juice, and fresh hot coffee.

**Dressing Rooms: (to be delivered at 2pm)**

**Artist Dressing Room:**

One (1) case of Coke  
One (1) case of Sprite  
One (1) case of Dr. Pepper  
One (1) case of Diet Coke  
Two (2) cases of bottled Fiji or Aquafina drinking water  
Two (2) cases of bottled Stella Artois  
Two (2) large bottles of Redneck Riviera Whiskey  
One (1) large bottle of Tito's vodka  
Six (6) 23.5 oz Arizona Green Tea CANS  
Eight (8) cans of Red Bull  
Six (8) cans of Sugar Free Red Bull  
1 bottle of Sweet Italian Coffee Creamer (liquid)  
One (1) bags of Beef jerky  
Six (6) Kind Bars - Peanut Butter Chocolate  
Assorted granola bars  
Chips and Salsa  
One (1) Large container of hummus (roasted pepper, garlic, etc..)  
1 bag of hummus chips  
Peanut M&M's, fun size Snickers, fun size Twix  
Potato Chips (assorted flavors)  
Two (2) bags of Gummy Bears  
Trail Mix and Raw Almonds  
4 HONEYCRISP Apples  
1 box of Sharpies  
2 cigarette lighters

PURCHASER will supply assorted snacks and drinks in shared hospitality area. PURCHASER does NOT supply bus stock. \*PURCHASER will provide Festival style catering. Dietary restrictions to be discussed during advance.

**Please have a large ice bucket available in the dressing room, two packages of Solo cups available, beer bottle opener**

**Crew Dressing Room:**

One (1) 12 pack of Diet Dr. Pepper  
One (1) 12 pack of Sprite Zero  
One (1) Case of Assorted Gatorade  
One (1) 750 ml bottle of Tito's Vodka  
One (1) case of bottled Bud Light  
Two (2) Cases of bottled Fiji or Aquafina water  
Eight (8) cans of Sugar-Free Red Bull

INITIAL: x \_\_\_\_\_

PURCHASER will supply assorted snacks and drinks in shared hospitality area. PURCHASER does NOT supply bus stock. \*PURCHASER will provide Festival style catering. Dietary restrictions to be discussed during advance.

~~One (1) large bottle of Hazelnut coffee creamer (liquid)  
Chips and Salsa  
Assorted mini Chocolates  
Assorted Lunch meat  
One (1) Loaf of White Bread  
One (1) Loaf of Wheat Bread  
One (1) jar of Peter Pan Crunchy Peanut Butter One (1) jar of  
grape or strawberry jelly  
One (1) box of Protein Bars and Oatmeal Bars  
One (1) bag of Pirate Booty White Cheddar  
Two (2) bags of Fruit Snacks  
6 Bananas~~

**Please have a large ice bucket available in the dressing room, and two packages of Solo cups.**

**24 black hand towels for stage / 24 bath towels if showers on-site**

**PLEASE DELIVER 60lbs OF CLEAN, FRESH ICE TO EACH OF BIG & RICH'S TOUR BUSES UPON ARRIVAL, AND AGAIN AT 7:00PM!!!!!!**

**Lunch: (16 Touring personnel) Please provide a hot fully catered meal. For example: (Grilled Chicken, Lasagna, Vegetables must include one non-dairy/ non-cream based soup. (Minestrone, Veg, Chicken noodle) Please provide a salad bar, and flat meat for sandwiches.**

**Dinner: (20 Touring Personnel) Please provide a hot fully catered meal. For example: (Grilled Chicken, Turkey, Salmon, Pasta, BBQ, etc) must include one non-dairy/ non-cream based soup. (Minestrone, Veg, Chicken Noodle, etc)**

**Starbucks Coffee and hot tea service to be available throughout the day with the appropriate condiments, including flavored creamer.**

**Catering menu needs to be submitted one week prior to show for Tour Managers' approval.**

**After Show: To be advanced with Tour Manager**

**Bus Stock: Please deliver the following to each Big & Rich bus upon arrival:  
60lbs Fresh Crushed ice (once upon Arrival and again at 7pm)  
2 cases bottled water  
1 case assorted Gatorade**

INITIAL: x \_\_\_\_\_

PURCHASER will supply assorted snacks and drinks in shared hospitality area. PURCHASER does NOT supply bus stock. \*PURCHASER will provide Festival style catering. Dietary restrictions to be discussed during advance.

12 pack Coke  
12 pack Dr. Pepper  
12 pack Sprite  
12 pack Diet Coke

#### **14) STAGE REQUIREMENTS**

All Production items are subject to Festival / Headliner set-up and to be advanced with Dave Mason at (217) 370-0336 or masonsound@yahoo.com . Headliner set-up will prevail in all instances.

- a) Stage dimensions are to be three (3') to six (6') feet tall, and a minimum of sixty (60') feet wide and forty-eight (48') feet deep. Three (3) sets of stairs for staging shall be located upstage right, upstage left, and upstage center. Stage and tech wings are preferred. If used, they must be the same height as the stage and must be draped off from the audience. Wings must also have a railing around the entire perimeter.
- b) Sound wings are to be separated from stage and include enough space for working area around enclosures. Sound wings are to be at least (2') feet downstage of the front edge of the stage.
- c) Deck must be completely clear upon arrival of artist's crew.
- d) Monitor area will be located on stage left and at least: Fifteen (15') feet by Fifteen (15') feet.
- e) Backline Area will be located stage right and be at least: Ten (10') feet by Ten (10') feet.
- f) Risers/Staging to be supplied by venue will be the following:
  - i) 8' x 8' x 2' - Two (2) needed, 8' x 8' x 1' - one needed  
\*(Stairs needed on the upstage side of all three risers)\*
- g) Stage, risers, and wings are to be level, sturdy, and stable.
- h) Stage must be skirted with black drapes, and risers must be carpeted and skirted with black drape.
- i) All outdoor events must have complete roofing and side drops, rain or shine, for stage and FOH.
- j) Ten (10) large tarps and 2 rolls of visqueen are to be provided for inclement weather.
- k) Artist will need the following on FLY dates.
  - i) Cocktail bar with 3 matching stools.
  - ii) 2' x 2' wood box for guitar smashing.

#### **15) POWER REQUIREMENTS**

A minimum of 400 amps per leg, three-phase disconnect, with appropriate neutral and earth ground. This power is to be used by contracted lighting company.

A minimum of 200 amp per leg, three-phase disconnect, with appropriate neutral and earth ground. This power is to be used by the contracted sound company and Big and Rich Audio Personnel. This source should be on a different transformer from the lighting power source. This will prevent interaction between lighting and sound equipment. This power source should also be isolated from any and all kitchen equipment, including but not limited to ice machines, ovens, blenders, mixers, cash

registers, etc.

If power requirements cannot be met by venue, Buyer shall provide at their sole expense, generators for the said event.

## **16) SOUND REQUIREMENTS**

The Following at no cost to the artist must be provided for proper sound amplification:

### **a) Personnel:**

Local Sound provider will supply (1) one qualified technician to be available from load-in to load-out to assist Artist's FOH engineer with the PA. Technician must be present at FOH for the entire show.

### **b) System Requirements**

- i) One Full-Range, active four-way, stereo house PA system, capable of producing a flat frequency response from 20Hz to 20Khz. Acceptable systems are as follows: L'Acoustics, D&B, JBL VTX. RCF is not acceptable. Proprietary boxes are not acceptable.**
- ii) PA must be capable of producing 115db of volume (distortion-free) at front-of-house mix position, in any venue. For outdoor events, delay stacks should be made available.**
- iii) PA system must have time alignment and separate EQ capabilities between the mains, subs, front fills, side fills and delays, of which ARTIST'S Audio Personnel will have full control.**
- iv) All cabling must be flown in a professional manner at least 5ft off stage and out of sight of the audience.**

All Production Items are subject to Festival / Headliner set-up and to be advanced with Dave Mason at (217) 370-0338 or masonsound@yahoo.com. Headliner set-up will prevail in all instances.

**ARTIST's audio personnel will have the final say on PA placement, rigging, trim height and will have access to all processing that is being used on the PA. All alignment, compression and EQ settings on the PA must be made available to ARTIST's audio personnel.**

**Local sound provider is responsible for providing production for all opening acts.**

### **c) FOH Mix Position:**

A 10ft x 10ft area is required at mix position for ARTIST's console.

This area should have an unobstructed view of the stage.

**\*\*\*FOH POSITION IS TO BE PLACED IN CENTER OF VENUE\*\*\***

### **d) Monitor World:**

A 15ft x 15ft area is required downstage left for ARTIST's Monitor console.

All PA amplifiers must go behind ground subs or upstage of ARTIST's Monitor



World.

All Production Items are subject to Festival / Headliner set-up and to be advanced with Dave Mason at (217) 370-0336 or masonsound@yahoo.com. Headliner set-up will prevail in all instances.

e) **Backline World:**

A 10ft x 10ft area is required downstage right for ARTIST's backline Technicians world.

**17) FLY DATE REQUIREMENTS**

NOT A FLY DATE

If ARTIST decides to treat the show as a fly date the following must be supplied in addition to the above the requirements, at no cost to the ARTIST. Any substitutions or variation must be approved by the ARTIST's production manager prior to signing the contract.

a) **Personnel:**

Two (2) experienced, professional sound engineers to assist during sound check and performance. One in Monitor world and one at FOH.

b) **Front of House System:**

Minimum of (1) forty-eight (48) channel FOH console (**Digidesign/AVID Profile is required**) for sole use of ARTIST. If this requires separate consoles, then such accommodations shall be supplied. Openers cannot use ARTIST's console.

c) **Separate Monitor System:**

Minimum of (1) forty-eight (48) channel Monitor console and a minimum of 24 output mixes (**Digidesign/AVID Profile is required**) for sole use of ARTIST. If this requires separate consoles, then such accommodations shall be supplied. Openers cannot use ARTIST's console. **No Exceptions!!**

i) **Wedges:**

(1) Five (5) matching floor wedges with at least 12" speakers and 2" horn drivers. Monitor cabinets must be in perfect operating condition.

ii) **Sidfills:**

- (1) 2 JBL 4889s or 3 JBL 4888s (per side)
- (2) 3 per side L'Acoustics ARCS
- (3) Dual 18" Subwoofers - 2 boxes per side (Examples: JBL 4880, L'Acoustics SB28's)

iii) **In-Ears Monitors:**

(1) Eight (8) Shure PSM 1000 IEM Units (10 bodypacks)

INITIAL: x \_\_\_\_\_

NOT A FLY DATE

**(2) If a combiner is used combiner frequency range must match bodypack and antenna frequency range!**

**(3) Four (4) Twenty (20) foot Antenna Cables**

**(4) One (1) Shure PSM Hardwire IEM Pack**

**d) Misc Audio Need:**

**i) Splitter:**

**(1) One (1) minimum of 48-channel splitter with 3 isolated splits. (Splitter with individual ground lifts is preferred.)**

**(2) Splitter must live in Monitor World, 48v must be controlled in monitors.**

**ii) Stands:**

**(1) Twelve (12) fully adjustable tall boom microphone stands (tripod)**

**(2) Twelve (12) fully adjustable short boom microphone stands**

**(3) Four (4) fully adjustable straight microphone stands**

**iii) Cables:**

**(1) Enough cabling must be provided to supply all the mics, D.I.'s and wedges on stage. Please provided ample amount of spare cabling to adapt to any unforeseen problems or additions.**

**iv) Batteries:**

**(1) Local audio company will provide (8) Duracell Procell 9 volt batteries and (32) Duracell Procell AA batteries.**

**v) Artist will require a professional level intercom system (i.e. clear com) to be setup in the following locations: FOH Audio Console, Monitor Console. System must be comprised of two beacons and two handsets.**

All Production Items are subject to Festival / Headliner set-up and to be advanced with Dave Mason at (217) 370-0336 or masonsound@yahoo.com. Headliner set-up will prevail in all instances.

**18) Lighting**

**a) Personnel:**

The lighting company must provide 2 fully qualified lighting technicians to setup and assemble the complete lighting rig including checking every light and focus.

Big and Rich personnel climb under no circumstances. One qualified technician must sit in dimmer beach during the entire show.

INITIAL: x \_\_\_\_\_

**b) Truss and Par Cans:**

The entire truss system should be able to fly in venues that can support the weight of the entire rig.

- i) Downstage - One 40ft truss with a minimum of (60) sixty 1k watt par 64 cans  
Must be flown 5 ft downstage of the downstage edge**
- ii) Midstage - (16ft from the DS edge) – One 40ft truss with a minimum of (12) twelve moving fixtures (VL3k's preferred)**
- iii) Upstage - (34ft from DS Edge) - One 40ft truss with a minimum of (60) sixty 1k watt par 64 cans**
- iv) Upstage - One 40ft backdrop truss Must be flown 39ft upstage of the downstage edge.**

All Production Items are subject to Festival / Headliner set-up and to be advanced with Dave Mason at (217) 370-0336 or masonsound@yahoo.com. Headliner set-up will prevail in all instances.

All cabling must be hung in a professional manner, all cabling must fall at least 5 ft off stage right. Cabling on the downstage truss must be flown off stage right and to be flown completely out of view of the audience. Note attached Rigging Plot for suggested cable pick locations.

**c) Gels:**

Please contact Production Manager for current Lighting Plot and gels.

**d) Specials:**

At least (4) crowd blinders (8- 9 light molefays, etc) hung on the downstage truss. (4) ACL bars mounted off the upstage truss

**e) Ellipsoidal:**

Six (6) ellipsoidal hung on the downstage truss. 26 degree ETC Source fours are preferred. Other fixtures must be pre-approved by artists LD.

**f) Dimmers:**

Dimmers must be of sufficient size and number to power the above system. They are to be properly and equally trimmed, have even dimming curves and have zero reaction time. Each dimmer channel is to have its own breaker and have the compatibility of being assigned to any console control channel.

**Dimmer Beach must be Stage Right!**

**g) Spotlights:**

- i) (4) Long Throw follow spots (Lycian 2,000 watt or Xenon Super Trooper) with long throw lenses. Lamps in each spot must have less than 50 hours of use with matching light output in both intensity and color temperature.**

All Production items are subject to Festival / Headliner set-up and to be advanced with Dave Mason at (217) 370-0338 or masonsound@yahoo.com. Headliner set-up will prevail in all instances.

All (4) spots must be fully functionally and in place 2 hours prior to the show.

ii) Promoter must provide (4) qualified follow spot operators. Operators will be required to meet with Artists LD (1) one hour prior to the show and must be in position at least (15) minutes prior to the start of the show.

**h) Venue Lighting:**

Artist's LD will be in control of all lighting levels in the venue from load-in to load-out. All illuminated marquees must remain off from load-in to load-out unless pre approved by the Artists production manager. Artist will require one venue lighting person to be on the show call to operate the house lights.

**i) House Lighting Position:**

The artist will be NOT be carrying its own lighting console. (1) One table will be required at FOH for the Artists LD's sole use. The Lighting Company must supply one conventional lighting console with at least 24 subs. Lighting snake must have at least 2 DMX lines, 1 A/C line and a Com line.

**j) Clear-Com:**

- i) Artist will require a professional level intercom system (i.e. clear com) to be setup in the following locations: FOH Lighting Console, Each Spotlight position, Stage Left, and Stage Right. Use of pre-existing in house systems is acceptable.
- ii) All headsets must be double muffed except for the stage left positions, it must be a "telephone" style mic.
- iii) Clearcom must be completely functional (1) one hour prior to the first acts performance.

**All production requirements, (audio, lighting, & stage risers) are to be in place, wired and ready for immediate use, upon on-site arrival of Big & Rich personnel.**

**~~19) PRODUCTION OFFICE~~ NOT AVAILABLE**

~~BUYER agrees to provide a well-fit area near the backstage to be used by the Tour Manager, Assistant Tour Manager, and Production Manager. This office area should contain three tables, three chairs, one phone line, one high-speed internet connection and one TV with cable. In the spring and summer months, box fans should be made available.~~

**20) SOUND CHECK**

BUYER agrees to provide a sound check for the ARTIST and band to be completed prior to opening the doors and admitting ticket holders. During the sound check,

BUYER agrees to keep performance area clear of all people not directly involved in show's production.

**21) STAGE CREW**

BUYER agrees to provide the services of (8) eight stagehands/loaders to be available to work at the direction of ARTIST'S representative from load-in through load-out, at no cost to ARTIST. BUYER or authorized representative should be available at the venue from load-in through load-out. All stagehands, loaders, engineers, sound & lighting personnel shall report to Production Manager at load-in and work at his direction for ARTIST'S portion of the show.

**22) PARKING**

BUYER agrees to provide a secured parking space adjacent to the stage door for two (2) 45-foot busses, one with trailer attached. Electrical hook-up capabilities of two (2) 220v service shall be provided with this parking area. (Shore Power)

**23) GROUND TRANSPORTATION**

BUYER agrees to provide two (2) runners/drivers with two (2) 15 passenger vans and two (2) SUV's for artist use from load-in thru load-out. This will be utilized for transporting band/crew between hotel and venue, and other miscellaneous runs throughout the day. All drivers must possess a valid driver's license and be knowledgeable of the areas surrounding the engagement.

**24) ACCOMODATIONS**

PER CONTRACT: ARTIST to provide lodging

~~BUYER agrees to provide three (3) Suites (suites day before and day of show - a property that has room service), and fourteen (14) Single King Rooms at no cost to ARTIST. Hotel should be Marriot, Radisson, Hampton Inn, Holiday Inn, or equivalent, and be conveniently located close to the venue and nearby restaurants and attractions. Please coordinate this with the Tour Manager.~~

**25) MERCHANDISING**

- a) ARTIST shall have the sole and exclusive right, but not obligation, to sell merchandise bearing his name and likeness at no cost to ARTIST. Please provide three (3) 8' tables and adequate lighting in an area highly visible to the public.
- b) BUYER and/or venue cannot sell or manufacture any items with ARTIST'S logo or likeness without prior written approval by ARTIST or management Representative.
- ~~c) BUYER will not charge ARTIST or anyone else for the sale of ARTIST'S merchandise.~~ per contract

**26) TAXES & LICENSES**

BUYER is responsible for paying ALL state / local sales taxes, fees, dues and

All amusement / local union taxes will be paid by Purchaser if applicable. Any non-resident or similar tax imposed by the IRS or state dept of revenue is the sole responsibility of Artist / Producer.

obtaining necessary licenses and permits related to the engagement. This includes, but not limited to ASCAP, BMI, SESAC, city and state permits.

**27) FORCE MAJEURE**

ARTIST'S obligation to furnish the entertainment unit referred to herein is subject to detention or prevention by sickness, inability to perform, accident means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, and act or order of any public authority of any cause, similar or dissimilar, beyond ARTIST'S control.

**28) INCLEMENT WEATHER**

Judgment of the weather's effect inability to perform shall be at the ARTIST'S sole discretion. In the event that this show is cancelled due to inclement weather, ARTIST must still be paid in full, provided ARTIST is ready, willing and able to perform at the designated time as specified in the contract.

**29) CANCELLATION**

Artist has the privilege of cancellation by giving thirty (30) days written notice to BUYER, in the event that there has been secured for the ARTIST a commitment for a motion picture, television series, television special, a major network television network appearance, a "Las Vegas engagement", a location engagement, a major concert tour or a legitimate stage production which would interfere or conflict with said engagement.

**~~30) INTERNATIONAL TRAVEL~~ N/A**

~~In the event the place of is outside continental limits of the United States, BUYER agrees to procure at his sole expense, for ARTIST and entourage, a licensed, bonded customs broker, other documents of any nature whatsoever necessary or usually obtained to enable ARTIST and to render his services hereunder. Also, BUYER shall be responsible for, and indemnify and hold PRODUCER and ARTIST harmless from and against all local municipal, and country or government taxes, fees or levies on all income earned by PRODUCER, ARTIST or ARTIST'S EMPLOYEES while in the country or countries covered by this contract.~~

**31) LEGAL WARRANTY**

- a) Nothing herein shall be construed to represent a partnership between BUYER and ARTIST. ARTIST and ARTIST'S services are being retained on a mutual agreement, independent contractor basis. BUYER cannot assign the rights of herein without the prior written consent of ARTIST'S personal manager.
  
- b) All parties to this agreement acknowledge that this Agreement was entered into the State of Tennessee and shall be governed by laws of the State of

Tennessee.

Further, all parties acknowledge that Nashville (Davidson County) Tennessee is the appropriate forum for any and all litigation arising out of or involving this Agreement and /or the performance of any duties hereunder. The parties, therefore, consent to exclusive jurisdiction and venue in Davidson County, Tennessee. The parties further agree that the prevailing party in any litigation will be entitled to recover their costs including reasonable attorneys fee and that any litigation filed outside Davidson County, Tennessee, will be subject to immediate dismissal along with the appropriate sanctions under FRCP 11 or the corresponding state court rules. The parties further agree to do and hereby waive formal service of process in regard to actions brought relating to this Agreement and agree to accept service of process via certified mail, return receipt requested, addressed to the address listed below.

- c) The parties further agree that should it become necessary to consult an attorney due to any breach of this Agreement, then such costs will be considered as recoverable damages.

### **32) INDEMNIFICATION**

BUYER shall indemnify and hold ARTIST harmless from and against any and all liability, claims, demands, costs, expense, loss and damage (including reasonable attorney fees) arising out of or in connection with any bodily injury, death or loss or damage to property which occurs in any connection with any performance rendered or to be rendered by ARTIST hereunder (unless the same is caused by the willful, tortious conduct of ARTIST).

### **33) INSURANCE**

BUYER agrees to provide comprehensive general liability (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 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. BUYER further agrees to provide full all-risks insurance coverage for all equipment and instruments provided by ARTIST and/or employees, contractors and 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 upon request by the Tour Manager or ARTIST management office.

### **34) MODIFICATION OF CONTRACT**

It is hereby understood and agreed that the BUYER shall not add to, delete from, or make any alterations in the Agreement or Rider without prior communication and written

**THIS ENGAGEMENT IS NOT FIRM AND THERE WILL BE NO ADVERTISING UNTIL THE AGREEMENT AND RIDER IS FULLY SIGNED AND EXECUTED BY ALL PARTIES. ANY ATTEMPT TO ADVERTISE OR SELL TICKETS PRIOR TO EXECUTION BY ALL PARTIES WILL BE AT PURCHASER'S OWN RISK AND MAY BE CONSIDERED, IN THE DISCRETION OF ARTIST, A BREACH OF THE AGREEMENT AS WELL AS A CONTRACT ALTERATION WHICH WILL PERMIT, BUT NOT REQUIRE, ARTIST TO TAKE ANY ACTION PROVIDED FOR UNDER THIS AGREEMENT.**

Nothing in this agreement should be construed to create a partnership or any relationship between BUYER and PRODUCER or ARTIST beyond this one contracted engagement.

**This information is intended to enable GRETCHEN WILSON to deliver the highest quality show possible. Thank you for your cooperation and assistance. We look forward to working with you.**

AGREED & ACCEPTED

AGREED & ACCEPTED

Michael Watson

Gretchen Wilson

BUYER (signature)  
VILLAGE PRESIDENT

REDNECK RECORDS LLC F/S/O  
Gretchen Wilson

Michael Watson  
BUYER (print)

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

Date: Feb 12 2024



agreement from ARTIST'S personal manager. ~~Any attempt to alter this agreement by BUYER will act as a waiver of all rights of purchase but will leave all liabilities of BUYER in place.~~ This Agreement cannot be assigned to any person, firm or corporation. Under no circumstance will the venue be changed or moved without the written consent of ARTIST or management. Any attempt to violate this provision will be considered a contract alteration.

**35) PARAGRAPH HEADINGS**

Paragraph headings are inserted in this Rider for convenience only and are not to be used in interpreting this Agreement.

**36) THIS ENGAGEMENT IS NOT FIRM AND NO ADVERTISING CAN BE DONE UNTIL THE AGREEMENT AND RIDER IS FULLY SIGNED AND EXECUTED BY ALL PARTIES. ANY ATTEMPT TO ADVERTISE OR SELL TICKETS PRIOR TO EXECUTION BY ALL PARTIES WILL BE AT PURCHASER'S OWN RISK AND MAY BE CONSIDERED, IN THE DISCRETION OF ARTIST, A BREACH OF THE AGREEMENT ~~AS WELL AS A CONTRACT ALTERATION WHICH WILL PERMIT~~, BUT NOT REQUIRE, ARTIST TO TAKE ANY ACTION PROVIDED FOR UNDER THIS AGREEMENT.**

**37) Nothing in this agreement should be construed to create a partnership or any relationship between BUYER and PRODUCER or ARTIST beyond this one contracted engagement.**

**This information is intended to enable BIG & RICH to deliver the highest quality show possible. Thank you for your cooperation and assistance.  
We look forward to working with you.**

**AGREED & ACCEPTED**

  
\_\_\_\_\_

**AGREED & ACCEPTED**

\_\_\_\_\_

INITIAL: x mw

**BUYER:** Michael Watson  
(please print name)

**ARTIST / BIG & RICH**

**Date:** Feb 12 2024

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

**INITIAL:** x \_\_\_\_\_