



RESOLUTION 02-04-2018

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL APPROVING AN AGREEMENT WITH RIO HOT INC. FOR THE 2018 CONCERT AT THE RODEO GROUNDS AND RELATED MATTERS.

WHEREAS, the Santaquin City Council has been investing into upgrades at the city's rodeo grounds to include improved lighting, power, and a recreation facility with improved bathroom, etc.; and

WHEREAS, the Santaquin City Council would like to see the rodeo grounds used for more events which will enhance the economic base of the community while also improving the overall quality of life of its residents; and

WHEREAS, it is desired that all effort go into the making first event a truly successful endeavor by selecting a "Headline Band" of exceptional high quality and positive name recognition; and

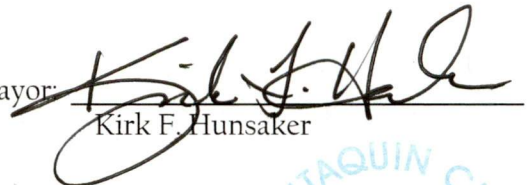
WHEREAS, Santaquin City has negotiated the attached agreement and addendum with Rio Hot, Inc. and is pleased to host "Diamond Rio" on Friday, June 15th, 2018 at a concert at the "Santaquin City Rodeo Grounds";

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SANTAQUIN, UTAH:

The Santaquin City Council formally approves the attached Contract /Rider (See Exhibit A) and Artist Rider and Addenda (See Exhibit B) with Rio Hot, Inc. for the 2018 Concert at the Rodeo Grounds and authorizes the Mayor to execute said agreements, effective immediately.

APPROVED BY THE SANTAQUIN CITY COUNCIL, ON THIS 7th DAY OF FEBRUARY, 2018.

Mayor:


Kirk F. Hunsaker

Attest:


Susan B. Farnsworth, City Recorder

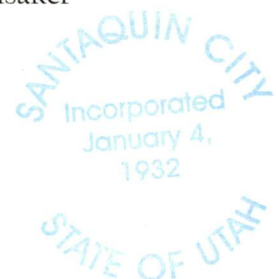
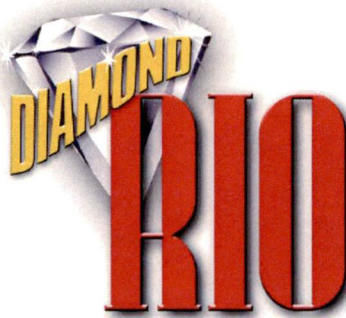


EXHIBIT A

Contract/Rider



2016-2017 Production Rider

Contract / Rider

This rider attached hereto and made part of the contract dated February 7, 2018 by and between **RIO HOT, INC., f/s/o DIAMOND RIO** (hereinafter referred to as "Producer/Artist") and Santaquin City (hereinafter referred to as "Purchaser") for the engagement on June 15, 2018.

DIAMOND RIO takes great care to present the best show possible for Purchaser. All technical and other requirements in the contract/rider are extremely essential to the proper presentation of their show. Any deviation from these requirements without prior consent from Artist's management will be considered a material breach of this entire agreement. If the Purchaser has any question, or for some reason cannot provide any of the following requirements, Purchaser should contact Artist Management or Artist Booking Agency immediately. It is imperative that Purchaser notifies Artist's representatives prior to the purchase of any advertising or placing tickets on sale.

MANAGEMENT

Modern Management, Inc.
Contact: Kelsey McMahan
1625 Broadway Suite 600
Nashville, TN 37203
(615) 742-0099 OFFICE
(615) 742-0088 FAX
email: KMcMahan@modmgmt.com

BOOKING AGENCY

William Morris Agency
Keith Miller
2100 West End Ave.
Suite 1000
Nashville, TN 37203
(615) 963-3000 OFFICE
(615) 963-3090 FAX

TOUR MANAGER

Hunter Carmichael
(615) 742-0099 OFFICE
(706) 207-7016 CELL
hunter@diamondrio.com

PRODUCTION MANAGER

Tony Morgan
(615) 742-0099 OFFICE
(615) 390-2548 CELL
(615) 824-5434 HOME OFFICE
tony@diamondrio.com

TOUR PUBLICITY

Modern Management, Inc.
Renee Behrman-Greiman
(615) 742-0099 OFFICE
email: rbehrman@modmgmt.com

Failure to contact above individuals within seven (7) days after receipt shall constitute Purchaser's acceptance of all conditions set forth in this contract/rider.

Upon reading each page, Purchaser is to initial said page at bottom; Purchaser's initials indicates understanding and compliance with requirements stated. Failure to provide initials will constitute Purchaser's acceptance of all conditions set forth on said page.

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1. PAYMENT

Artist or his representative will be paid in cash, certified or cashiers check made payable to RIO HOT, INC., f/s/o DIAMOND RIO on demand on day of performance and prior to show. Purchaser's representative must be present and available from Artist's crew call through completion of show. RIO HOT, INC. Federal I.D. # 62-1463157. All 1099 information for tax reporting purposes should be sent to Joseph M. Bennie CPA Two Maryland Farms Suite 126 Brentwood, TN 37027.

2. BILLING

Artist shall receive 100% Sole Star Billing in any and all publicity releases and paid advertisements, including but not limited to programs, fliers, signs, lobby boards and marquees. No other name or photograph shall appear in type with respect to size, thickness, boldness and prominence of the type accorded Artist and no other name or photograph shall appear on the same line or above the name Artist. Artist shall be billed as **DIAMOND RIO**.

3. ADVERTISING, SIGNS, AND OR BANNERS

- A. Purchaser shall only use photographs supplied by Artist.
- B. There shall be no signs, placards, banners or any advertising material on or within fifty (50') feet of the stage, nor shall the name **DIAMOND RIO** be used or associated directly or indirectly with any product or service without Artist's written consent.
- C. Artist's production manager must approve any signs and or banners to be used on day of show.

4. APPROVAL OF OTHER ACTS

- A. Artist shall have the right to approve any other acts on the program and shall close the show unless otherwise agreed upon in the contract.
- B. Purchaser agrees Artist's staging and equipment set-up overrides opening act's staging and equipment set-up.
- C. Artist shall have the right to approve the length of the performance of other acts on the show.
- D. Purchaser shall inform Artist of any special effects to be employed by support acts on the show and Artist shall have final approval of their use.
- E. It is hereby requested that a representative from opening acts meet with Artist or his representative at stage call.
- F. Opening Acts must provide their own instruments. (Ex. Amps, drums, keyboards, guitars.)

5. MERCHANDISING

The Purchaser will provide a well lit secure place to sell Artist's merchandise. **Purchaser is required to provide a seller for merch, at no cost to Producer.** Purchaser shall provide four (4) six (6') foot tables and a tent/canopy for any outdoor shows. This shall be in such a position as to be easily visible to the public using the main entrance. This is to be at no cost to the Producer. Purchaser agrees that its arrangement for presenting the engagement provided for herein shall prohibit the sale of souvenir or similar merchandise on the premises in connection with this engagement other than Artist's official merchandise furnished by Artist. The Purchaser and/or venue cannot sell or manufacture any items with **DIAMOND RIO** logo or any facsimile, name or likeness without prior written permission from artist or his authorized representative. Autograph signing (time and place) is totally at the discretion of Artist.

6. SPECIAL PROMOTIONS

Purchaser agrees that he will not commit Artist to any personal appearances or other promotions requiring the Artist's participation without prior approval of Artist's management or representative.

7. SOUND AND LIGHTING

- A. Purchaser agrees to supply at his own expense, the sound and lighting companies to meet Artist's requirements herein. (See Schedule "A" attached to rider.)
- B. Any and all Support Acts must use separate consoles and processing equipment other than what is supplied for **DIAMOND RIO**. (NO EXCEPTIONS)

8. STAGING REQUIREMENTS AND POWER REQUIREMENTS (ELECTRICAL)

- A. Purchaser shall supply at his own expense stage and roofing requirements as follows.
- B. When Artist performs outdoors, Purchaser agrees to supply a roof for all staging, wings, mixing and lighting positions, rain or shine. **(NO EXCEPTIONS) (Following also included in Schedule "A")**
 - 1. Stage dimensions are to be three (3') to six (6') feet tall, sixty (60') feet wide, and forty (40') feet deep. Two (2) sets of stairs for staging shall be located upstage right and upstage left. Stage and tech wings must have toe rail around entire perimeter. Any other sizes must be approved by the production manager.
 - 2. Sound wings are to be separated from stage and include enough space for working area around enclosures. Sound wings are to be at least five (5') feet downstage from the front edge of the stage. All flown enclosures are to be five (5') feet downstage from the front edge of the stage.

Please note: Above requirement is of the utmost importance.

- 3. Monitor wings and guitar station wings will be of the following size:
 - 16' X 24' for both positions. And should be configured on the stage left side when possible.
 - All outdoor shows the tech wings **MUST** be covered.
- 4. Dimensions for one (1) riser with steps on stage will be the following:
 - A. **8'W x 8'D x 12"H One (1) needed.**
- 5. Stage, risers, and wings are to be level, sturdy, and stable.
- 6. Stage and risers must be skirted with black drape. All risers must be carpeted.
- 7. All outdoor events must have complete **ROOFING WITH SIDES** for stage, P.A. wings, monitor wings, guitar station wings, and front of house / lighting positions. **(NO EXCEPTIONS)**
- 8. Twelve (12) large tarps or (2) rolls of plastic are to be provided for inclement weather.

ELECTRICAL

- 1. A minimum of 400 Amp per leg, three phase disconnect, with appropriate neutral and earth ground. This power is to be used by contracted lighting company.
- 2. A minimum of 200 Amp per leg, three phase disconnect, with appropriate neutral and earth ground. This power is to be used by contracted sound company. 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.
- 3. A qualified licensed electrician must be on call for contracted sound and lighting companies from time of load in until time of load out.
- 4. If power requirements cannot be met by venue, Purchaser shall provide at his sole expense, generators for the said event.
- 5. We are also capable of working with 7 or 8 Edison Quad Box drops on stage.
 - 3 Quad Drops at MON/GTR world
 - 3 Quad Drops Up Stage of the drum riser.
 - 1 Quad Drop Down Stage Left
 - 1 Quad at FOH and LIGHTING Mix positions.

9. STAGE CALL, SET-UP AND SOUND CHECK

- A. Purchaser agrees to a mandatory sound check to be completed prior to opening doors and admitting ticket holders.
- B. Stage call shall be set for not less than ten (10) hours prior to opening venue doors and admitting ticket holders.
- C. Artist's representative shall have absolute control over management and access to stage.
- D. All equipment and instruments being supplied by Purchaser must be at stage area at stage call.
- E. Purchaser shall supply eight (8) stagehands from stage call until load-out is completed. Stage hands are to be adult professional labor personnel such as I.A.T.S.E., (union labor). No volunteers, NO inmate labor, NO bar backs, NO club security, etc., will be accepted. **(NO EXCEPTIONS)**
- F. Artist will have access to stage for sound check rehearsal not less than two (2) hours prior to house opening.
- G. Purchaser agrees to keep the place of performance clear of all people not directly involved in show's production.
- H. When Artist is performing in a night club, the stage and the stage area **MUST** be clear of any equipment other than sound and lighting company at time of load in and load out.
- I. Doors must NOT be opened without approval of Artist's representative.

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10. PURCHASER'S REPRESENTATIVE

Purchaser agrees to furnish his personal representative, capable of making any decisions pertaining to the Artist's engagement from the time of arrival of the production equipment including any outside staging material through the time of its departure. Purchaser's representative will remain in the immediate backstage area and must be in constant contact with the Artist's representative. *ANY SALARY OR FEE FOR SAID REPRESENTATIVE SHALL BE THE SOLE RESPONSIBILITY OF PURCHASER AND SHALL NOT BE A SHOW EXPENSE.*

11. PARKING AND TRANSPORTATION

Purchaser shall provide parking space immediately adjacent to stage door for one (1) forty-five foot (45') bus with a 16' Trailer. Shore power should be available where the bus is parked. Purchaser will provide Artist with a ten (10) passenger van and/or luxury car with driver(s) to be used at the Tour or Production Manager's discretion for the purposes of providing Artist with necessary ground transportation to and from the facility, grounds, hotel, etc. from load in until load out. In the case of a fly date, purchaser will furnish all necessary ground transportation from the time of Artist's arrival until their departure. Purchaser agrees to provide comprehensive and liability insurance (naming **DIAMOND RIO f/s/o RIO HOT, INC.** as an additional insured) on all vehicles being used to transport **DIAMOND RIO**, stage crew, bus drivers, and/or management personnel.

All drivers must possess a valid driver's license and be knowledgeable of the areas surrounding the engagement.

12. SECURITY

- A. Purchaser shall guarantee adequate security at all times to insure the safety of Artist's personnel, instruments, personal property, vehicles, etc. from stage call until completion of load-out.
- B. Security will secure backstage entrances, backstage area, bus and truck perimeter and stage area.
- C. Artist's Tour Manager will supply backstage passes when applicable.
- D. All backstage access and security shall be cleared and supervised by Artist's Tour Manager.

13. DRESSING ROOMS AND PRODUCTION OFFICE

- A. Purchaser shall provide two (2) large, clean, first class dressing rooms for Artist at stage call. Dressing rooms will be equipped with full bath facilities, chairs, mirrors, adequate lighting and clothes rack.
- B. Artist will not be required to share these dressing rooms with any other acts.
- C. Purchaser shall provide Production Office with two dedicated phone lines to be used by Artist and Artist's Representatives for day of show.
- D. Purchaser shall supply to Artist's Tour or Production Manager keys to dressing rooms upon arrival.
- E. When performance is an outdoor event and there are no permanent structures at the backstage area for dressing rooms or production office, purchaser shall provide trailers, RV vehicles, or mobile homes to meet requirements for dressing rooms and production office. When available please provide Air Conditioned restroom trailer.

14. CATERING

Purchaser is to provide catering as requested by Artist. Purchaser has option to follow catering requirements verbatim, or pay a total buyout of \$850.00. Buyout excludes towels and water for stage. Buyout must be given to production manager or road manager in cash (all in \$20s and (1) \$10 bill).

(See Schedule "B" attached to rider)

15. PERSONAL APPEARANCES, INTERVIEWS, BROADCASTING, TAPINGS

- A. Purchaser agrees not to commit Artist to any personal appearances, interviews or other promotions without prior consent of Artist or Artist Management. Such requests should be referred to Modern Management, Inc. 1625 Broadway Suite 600 Nashville, TN 37203 (615) 742-0099.
- B. Purchaser shall not permit the recording, broadcasting, filming or video taping of any performance without written consent of Artist or Artist Management. Still photography is permitted and encouraged. Requests should be made to Modern Management, Inc. 1625 Broadway Suite 600 Nashville, TN 37203 (615) 742-0099.

Please, NO EXCEPTIONS!

16. GUESTS

Both the Artist and Purchaser shall be permitted forty-two (42) complimentary tickets to Artist's performance between rows 5 and 15 where applicable (do not allot Artist comp tickets in the first 5 rows please). Artist shall make available any unused tickets to the Purchaser for the purposes of selling to the public no later than fifteen (15) minutes prior to Artist's performance. Purchaser will supply the Tour Manager Artist's tickets on demand on day of show. Purchaser complimentary tickets are subject to Artist's prior approval and are not to exceed one percent (1%) of the total capacity of the venue including house and media comps, and must be fully accounted for during settlement.

17. TICKETS, TICKET COUNT, ETC.

It is hereby agreed that if there is any increase from the stated ticket price and/or capacity as is printed on the face of the contract, Artist will receive one hundred percent (100%) of any additional income generated by the increase in ticket price and/or capacity without prior written approval from Artist's representative.

- A. Tickets sold in sections where view is limited shall be marked limited view on ticket.
- B. With respect to counterfeit tickets, Purchaser is liable for any and all counterfeit tickets and Artist shall assume no financial loss on the aforementioned.
- C. Purchaser shall retain all ticket stubs and unsold tickets for a period of ninety (90) days from the date of performance, during which time the Artist has the right to inspect the books and records of the Purchaser with respect to percentage payments.
- D. Purchaser agrees that advance tickets, when sold at a different price from general admission, will be taken off sale the day of the performance, making tickets available only at the box office for the general admission price.
- E. All unsold advance tickets must be available for verification and counting by Artist's representative at least six (6) hours prior to contract performance hereunder. All other unsold tickets must be available for verification and counting at least four (4) hours prior to contract performance hereunder.
- F. Artist shall be compensated in cash or cashier's check immediately prior to performance for the difference between the number of unsold tickets on hand and the number of tickets printed as shown by the ticket manifest.

18. TICKET MANIFESTING (FOR PERCENTAGE DEALS ONLY)

- A. In the event Artist is on a percentage basis, Purchaser agrees to furnish to the Artist's agent at least two (2) weeks prior to performance a full house seating plan and stage to scale and printer's manifest of the house (notarized, signed statement from the printer of tickets, listing amount of tickets printed at each price). No additions or deletions of monies shall be made other than stated city taxes.
- B. All tickets shall be printed by a bonded ticket agency: i.e. Globe Tickets, Arcus Simplex, and Ticketron.
- C. Purchaser may not sell tickets to performance hereunder as a part of a series of other concerts without prior written consent of Artist's agent.
- D. All tickets shall be of the one price, one stub variety. Tickets with more than one price printed on them will not be accepted: i.e. students one price and general admission a different price, printed on the same ticket.
- E. Artist's representative will have the right to be present in box office at all times. Final payment shall be accompanied by a box office statement signed by the Purchaser.
- F. Official house seating capacity as complimentary tickets relative to the performance hereunder, with one hundred (100) complimentary tickets being the maximum allowed. Purchaser shall supply Artist's representative with a statement detailing to whom each complimentary ticket was issued. All complimentary tickets shall be issued only as a fully punched ticket.
- G. In the event of a second show, no tickets will be placed on sale for performance until the first show is eighty percent (80%) sold out.

PURCHASER'S NOTE: If Purchaser shall violate any of the preceding provisions, it shall be deemed that Purchaser has sold all tickets and permitted standing room at the highest price for which the house is scaled and shall financially compensate Artist in full.

19. SCALING

Purchaser will clearly print the specific capacity, gross potential and ticket price breakdown of the facility where Artist are to perform under this agreement on the face of the contract to which this rider is attached. In the event Producer is to receive a percentage of the gross box office receipts for this engagement pursuant to the terms hereof, the term "Gross Receipts" or "Gross Box Office Receipts" or similar phrases, shall mean all box office receipts computed on the basis of the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all persons entering the performance with no deductions of any kind, less only federal, state or local admissions taxes and allowable discounts as approved by Producer in writing. The Purchaser agrees to scale the ticket prices for this engagement of guarantee potential receipts of not less than \$ NA.

20. CHOICE OF LAW/FORUM

This agreement shall be deemed made and entered into the State of Tennessee and shall be governed by all of the laws of such State applicable to agreements wholly to be performed therein.

21. PRE-EMPTION

Purchaser shall advise William Morris Agency and Modern Management, Inc. upon signing contract if unable to comply with any condition or requirement set forth in this rider. Upon Artist's arrival, if any term and requirement has not been complied with by Purchaser, the Artist shall have the right to refuse to perform and be entitled to full compensation under this agreement. Purchaser agrees that Artist shall have the right to cancel this engagement hereunder, Artist's sole discretion, by giving Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder.

22. FORCE MAJEURE

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

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

23. INTERNATIONAL TRAVEL

In the event the place of performance is outside the continental limits of the United States, purchaser agrees to procure, at his sole cost and expense, for the Producer/Artist and Artist's traveling party, the necessary visas, work permits and other documents of any nature whatsoever necessary or usually obtained to enable Artist to render its services hereunder.

Also, Purchaser shall be responsible for, and indemnify, and hold Producer/Artist harmless from and against, all local, municipal and country or governmental taxes, fees or levies on all income earned by Producer, or Producer's employees, while in the country or countries covered by this agreement.

24. INCLEMENT WEATHER

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

25. CONTROL OF PRODUCTION

Artist shall have the sole and exclusive control over the production, presentation and performance of the entertainment unit in connection with the engagement, including but not limited to, the details, means and methods of the performance of the entertainment unit and each member thereof, and the persons to be employed by Artist in performing the provisions hereof on Artist's part to be performed. Artist shall have the sole right, as Artist may see fit, to designate and change the performing personnel other than Artist. It is specifically understood and agreed that a representative of the Artist shall have sole and absolute authority in directing personnel operating all lighting and sound equipment during rehearsal and each performance scheduled herein.

26. SHOW INTRODUCTION

RIO HOT, INC.'S Production Manager will provide a recorded introduction to be used to bring Artist on stage. Should a live announcer be used, the announcer and the introduction must be approved in advance by Modern Management, Inc. Diamond Rio production manager will also instruct any announcer on verbiage to introduce the band.

27. REPRODUCTION OF PERFORMANCE

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

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

28. PURCHASER ASSUMES LIABILITY

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

29. SPONSORSHIP

All forms of sponsorship, whether part of an ongoing series or specifically for Artist's show, must be authorized by Producer.

30. FAILURE TO FULFILL OBLIGATIONS

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

31. MODIFICATION OF CONTRACT

It is understood and agreed that the contract may not be changed, modified, or altered, except by an instrument in writing, signed in accordance with the law of the State of Tennessee. This contract may not be assigned, or changed, modified, or altered except by an instrument in writing signed by the parties. Nothing in this agreement shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over services of Artist or over the performances hereunder. Whenever there is any conflict between any provisions of this contract and any law, or any such rule or regulation of any such union, guild or similar body, such law, rule or regulation shall prevail, and this contract shall be modified to the extent necessary to eliminate such conflict. This is the sole and complete agreement between the parties with respect to the engagement. Nothing in this contract shall be construed to constitute the parties as a partnership

or joint venture, and Artist shall not be liable in whole or in part for any obligation that may be incurred by Purchaser in carrying out any of the provisions here, or otherwise.

32. INDEMNIFICATION

- A. Purchaser agrees to indemnify and hold harmless Artist and his employees, contractors and/or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the Engagement.
- B. Purchaser shall also indemnify and hold harmless Artist and his employees, contractors and/or agents from and against any and all loss, damage and/or destruction occurring to its and/or its employees', contractors', or agents' instruments and equipment at the place of the Engagement, including, but not limited to, damage, loss or destruction caused by Act of God.

33. TAXES AND LICENSES

Purchaser shall pay and hold Artist harmless of and from any and all taxes, fees, dues and the like relating to the engagement hereunder and the sums payable to Artist shall be free of such taxes, fees, dues and the like.

Purchaser shall be responsible for securing and maintaining at his/her sole cost and expense all necessary licenses and clearances for performance including by not limited to ASCAP, BMI, City and state permits, etc.


34. ANTICIPATORY BREACH

If on or before the date of any scheduled performance hereunder, the financial standing or credit of Promoter has been impaired or is unsatisfactory, Artist shall have the right to demand payment forthwith of the guaranteed compensation specified above, and if Promoter fails or refuses to make such payment forthwith, Artist then has the right to cancel this agreement. In the event of such cancellation, Artist shall have not further obligation to Promoter hereunder, and shall retain any monies theretofore paid to Artist by Promoter.

35. INSURANCE

Purchaser agrees to provide comprehensive general liability insurance (including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by Artist and/or its employees, contractors and agents). Such liability insurance shall be in the amount required by the venue, but in no event shall have a limit of less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and effect at all times Artist or any of Artist's agents or independent contractors are in place of performance. Artist and its agent for the engagement, William Morris Agency, shall be listed as additionally-named insured under such insurance and this shall be indicated on the pertinent certificate of insurance. Purchaser also agrees to provide a policy of Workman's Compensation covering all of Purchaser's employees or third-party contractors. Purchaser further agrees to provide full all-risks insurance coverage for all equipment and instruments provided by Artist and/or its employees, contractors and agents against fire, vandalizing, theft, riot, or any other type of act or event causing harm or damage to, or loss of, the instruments and equipment so provided. Certificates of insurance relating to the coverage listed above shall be furnished by Purchaser to Artist at least fourteen (14) days prior to the Engagement. Artist's failure to request or review such insurance certificates shall not affect Artist's rights or Purchaser's obligation hereunder. The Purchaser warrants that he has complete and adequate public liability insurance. This certificate must be produced to the Producer upon request.

AGREED TO AND ACCEPTED:


Purchaser

AGREED AND ACCEPTED

RIO HOT INC.,
f/s/o DIAMOND RIO





SCHEDULE "A"

Diamond Rio Tech Requirements

Contact Diamond Rio Production Manager At 615/824-5434

1. STAGE REQUIREMENTS

- A. Stage dimensions are to be three (3') to six (6') feet tall, sixty (60') feet wide, and forty (40') feet deep. Two (2) sets of stairs for staging shall be located upstage right and upstage left. Stage and tech wings must have toe rail around entire perimeter. Any other sizes must be approved by the production manager.
- 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 five (5') feet downstage from the front edge of the stage. All flown enclosures are to be five (5') feet downstage from the front edge of the stage.

Please note: Above requirement is of the utmost importance.

- 3. Monitor wings and guitar station wings will be of the following size:
 - 16' X 24' for both positions. And should be configured on the stage left side when possible.
 - All outdoor shows the tech wing **MUST** be covered.
- D. Dimensions for one (1) riser with steps on stage will be the following:
 - 1. **8'W x 8'D x 12"H One (1) needed.**
- E. Stage, risers, and wings are to be level, sturdy, and stable.
- F. Stage and risers must be skirted with black drape. All risers must be carpeted.
- G. All outdoor events must have complete **ROOFING WITH SIDES**, rain or shine, for stage, P.A. wings, monitor wings, guitar station wings, and front of house / lighting positions. **(NO EXCEPTIONS)**
- H. Twelve (12) large tarps or (2) rolls of plastic are to be provided for inclement weather.

2. POWER REQUIREMENTS (ELECTRICAL)

THE FOLLOWING SHOULD BE MADE AVAILABLE FOR CONTRACTED SOUND AND LIGHTING COMPANIES.

- A. A minimum of 400 Amp per leg, three phase disconnect, with appropriate neutral and earth ground. This power is to be used by contracted lighting company.
- B. A minimum of 200 Amp per leg, three phase disconnect, with appropriate neutral and earth ground. This power is to be used by contracted sound company. 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.

- C. A qualified licensed electrician must be on call for contracted sound and lighting companies from time of load in until time of load out.
- D. If power requirements cannot be met by venue, Purchaser shall provide at his sole expense, generators for the said event.
- E. We are also capable of working with 7 or 8 Edison Quad Box drops on stage.
 - 3 Quad Drops at MON/GTR world
 - 3 Quad Drops Up Stage of the drum riser.
 - 1 Quad Drop Down Stage Left
 - 1 Quad Drop at FOH and LIGHTING mix positions.

THE AUDIO AND LIGHTING SYSTEM SHALL BE A CLASS "A" SYSTEM. NO "B" OR "C" SYSTEMS WILL BE ACCEPTED!

3. FRONT OF HOUSE SYSTEM

- A. Front of house sound system shall be an active four way stereo system, capable of producing a flat frequency response from 20Hz - 20KHz, at an undistorted signal of 110 dB SPL at the front of house console in any venue. For outdoor events, delay stacks should be made available.
- B. The FOH (Line Array) enclosures will be JBL VERTEC, EAW, ADAMSON, V-DOSC, McCAULEY MLA-5, MEYER M3D, or. Any proprietary enclosures must be approved by Artist FOH engineer.
- C. The FOH speaker enclosures must be properly positioned and capable of producing a flat response for all sold seating areas. This includes front filled position (in front of stage) driven by a matrix or auxiliary send.
- D. The FOH speaker enclosures are to be powered adequately and accordingly to speaker and driver requirements.
- E. Power Amps are to be CROWN, CREST, or LAB GRUPPEN.
 - Ex: Crown 5000 to power subs.
 - Crown 3600 to power mids.
 - Crown 2400 to power mid-high and highs.
- F. Audio Processing must be accessible to FOH engineer.

ANY AND ALL SUPPORT ACTS MUST USE SEPARATE CONSOLES AND PROCESSING EQUIPMENT OTHER THAN WHAT IS PROVIDED FOR DIAMOND RIO. (NO EXCEPTIONS)

4. LIGHTING REQUIREMENTS

- A. 120K par 64 on pre rig front and rear truss. Narrow spot and medium flood combination. (narrow spot upstage and medium flood downstage)
- B. Four (4) Mole array fixtures. Four (4) hanging from downstage truss.
- C. Four (4) Xenon or Carbon Arc spotlights powerful enough to cover two hundred (200') to three hundred (300') feet.
- D. Lighting consoles accepted are to be sixty (60) control channel consoles with two (2) scene presets with submasters. Ex: C.A.E. (LP-2000 or LP-3000), AvoLites (Diamond, Sapphire, Pearl, or QM 500), or ETC consoles.
- E. Dimmers are to consist of ninety-six (96) channels of dimming capability. Dimmers accepted are: C.A.E., AvoLites, ETC, or NSI. (All dimmers are to be DMX protocol)
- F. Black back drop to hang from upstage truss.
- G. Clear-Comm communications with double muff head sets for lighting console, all spot operators, dimmer world and venue house light position. This is to be separate from audio communications.
- H. Smoke Machine-A crack oil smoke machine shall be provided. Acceptable types must equally compare to a DF50 or better. No F100 or other timed type smoke machines or powder methods are acceptable. Any other options MUST be discussed with the production manager.

CONTRACTED SOUND AND LIGHTING COMPANIES MUST PROVIDE PERSONNEL. EXAMPLE: F.O.H. TECH, MONITOR TECH, LIGHTING TECH, SPOTLIGHT OPERATORS, ETC. SOUND AND LIGHTING COMPANIES MUST HAVE EQUIPMENT SET UP NEATLY AND WORKING CORRECTLY PRIOR TO DIAMOND RIO CREW ARRIVAL.

Please note: The following equipment is to be supplied on FLY DATES and in instances when DIAMOND RIO is unable to supply their own equipment.

5. FRONT OF HOUSE CONSOLE & PROCESSING

- A. FOH console is to consist of at least forty (40) channels.
Ex: Consoles accepted: Behringer X32, Behringer M32, Yamaha M7CL **Please, NO EXCEPTIONS!**
- B. FOH processing equipment is to consist of:
Three (3) Clear-Comm stations with beacons and hand held sets. This is to be separate from lighting communications.
For Bus Dates please one (1) shielded Cat5e from MON to FOH
Please provide one (1) XLR Line NON-ISOLATED from MON to FOH for COM

6. MONITOR SYSTEM

- C. Monitor console is to consist of forty (40) channels.
Ex. Consoles accepted: Behringer X32 or Behringer M32 or YAMAHA PM5D
Please, NO EXCEPTIONS!

ANY AND ALL SUPPORT ACTS MUST USE SEPARATE CONSOLES AND PROCESSING EQUIPMENT OTHER THAN WHAT IS PROVIDED FOR DIAMOND RIO. (NO EXCEPTIONS)

7. MICROPHONE AND MIC-STAND PACKAGE

- A. Twelve (12) Countryman direct boxes
- B. Four (4) UHF Beta 87 Handheld mics
- C. Four (4) Shure KSM-32
- D. One (1) Shure Beta 56
- E. Five (5) Shure SM 57
- F. Four (4) Shure Beta 87
- G. Eight (8) Shure SM 98 w/ mic mounting hardware
- H. One (1) Shure Beta 52
- I. Two (2) Shure SM 91
- J. Four (4) Shure KSM-137
- K. Seven (7) Shure KSM-27
- L. Twenty-Four (24) round base mic stands with booms. Twelve (12) tall and Twelve (12) short.
- M. Six (6) Z Bars

8. BACKLINE EQUIPMENT

- A. **Drums-Pearl Masters Series**
 - 1. One (1) 20" Kick Drum
 - 2. Four (4) Rack Toms 8", 10", 12", 14"
 - 3. One (1) Snare Drum 14" X 6"
 - 4. One (1) Pearl Rack System with five (5) tom mounts and eight (8) cymbal mounts
 - 5. One (1) Pearl kick pedal (chain drive)
 - 6. One (1) Pearl snare stand
 - 7. One (1) Pearl Hi-Hat stand
 - 8. Four (4) tom brackets
 - 9. Eight (8) cymbal booms
 - 10. One (1) Latin Percussion tambourine (with mounting hardware to mount on Pearl Rack)
 - 11. One (1) Roc-n-Soc drum throne (with back)



12. Cymbals - Sabian Brilliant Finish

One (1) set of fourteen (14") inch Hi-Hat Fusions, fifteen (15") inch AAX Studio Crash, ten (10") inch AA Splash, thirteen (13") inch El Sabor Crash, fourteen (14") inch AAX Studio Crash, fourteen (14") inch AAX Stage Crash, twenty (20") inch El Sabor Ride Cymbal, sixteen (16") inch AAX Stage Crash, eighteen (18") inch China Cymbal, eighteen (18") inch AAX Stage Crash.

(All drums must have new heads)

B. Keyboards

1. One (1) Nord Stage 88 Keyboard (with sustain pedal)
2. One (1) Ultimate Support Apex Keyboard Stand (with one set of long arms and one set of short arms)
3. Two (2) 20' midi cables


C. Guitar Rig

1. Two (2) Matchless HC-30L amps
2. Two (2) Matchless 2-12 speaker enclosures (with speaker cables)
3. Four (4) Shure UHF Guitar Wireless Systems (with two belt packs per unit)
4. Two (2) Peterson Strobe Tuners and Two (2) Boss TU-12 Tuners
5. Ten (10) guitar stands
6. Two (2) bar stools (no backs)
7. Twenty Five (25) ¼" guitar cables 25' long

9. TWO WAY RADIOS

Six (6) two way radios with chargers.

AGREED TO AND ACCEPTED:


Purchaser

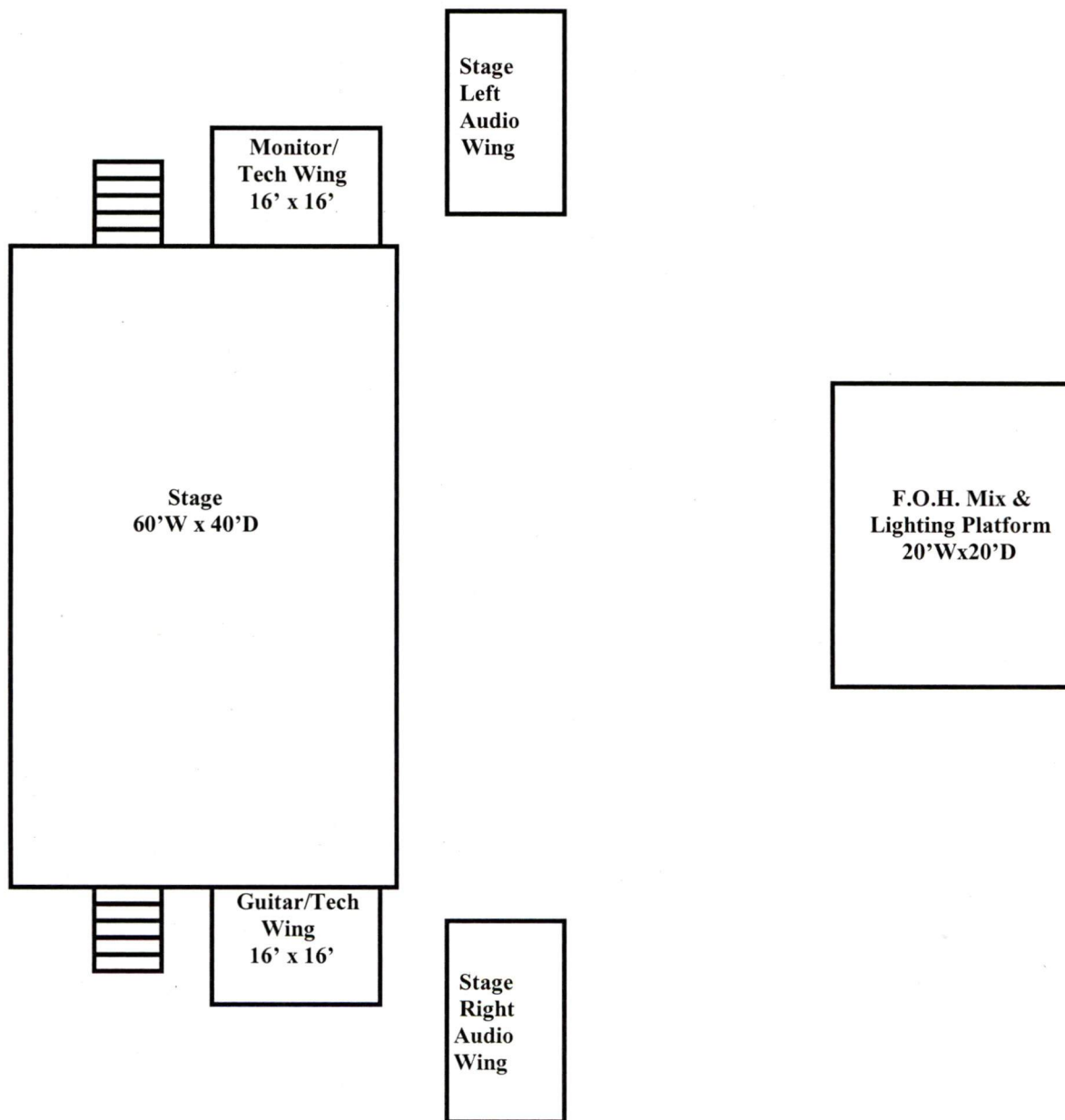
AGREED AND ACCEPTED:

RIO HOT INC.,
f/s/o DIAMOND RIO



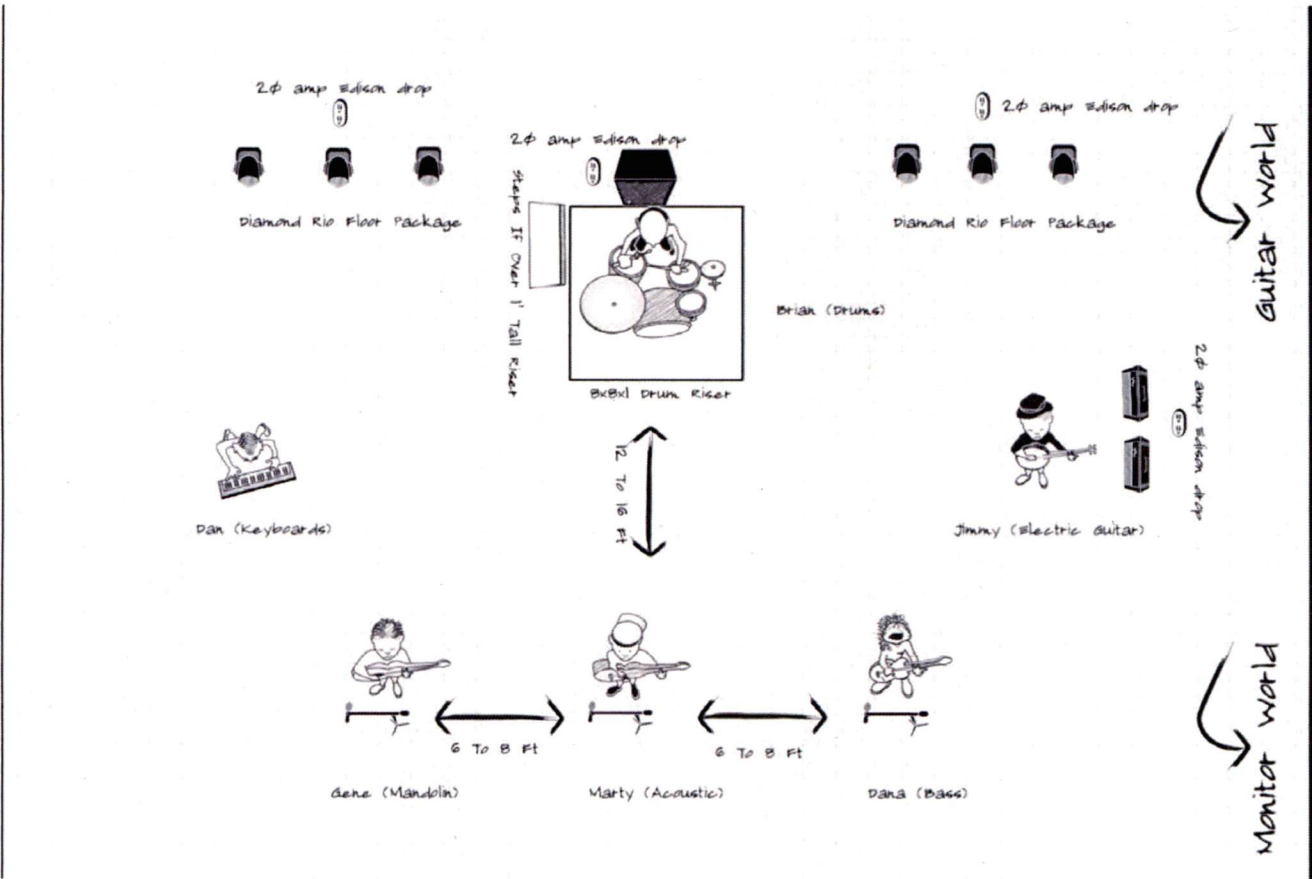


Stage, Audio, and Tech Wing Diagram





Stage Plot



We are capable of working with 7 or 8 Edison Quad Box drops on stage.
 3 Quad Drops at MON/GTR world.
 3 Quad Drops Up Stage of the drum riser. (2 for Lighting and 1 for Audio)
 1 Quad Drop Down Stage Left.
 1 Quad at FOH and LIGHTING Mix positions.

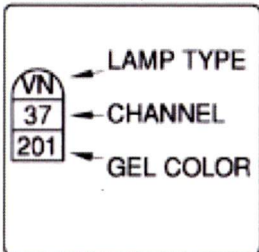
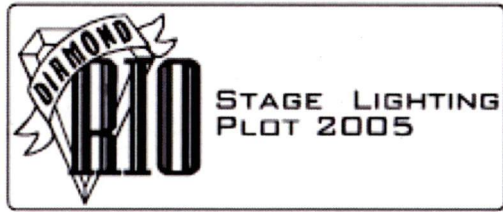


Input List

Channel	Input Description	Mic	Insert	Notes
1	Kick Drum	SM-91/Beta 52	Comp&Gate	
2	Snare Top	KSM-27	Comp&Gate	
3	Snare Bottom	KSM-137	Gate	
4	High Hat	KSM-137		
5	Rack 1	KSM-27	Gate	
6	Rack 2	KSM-27	Gate	
7	Rack 3	KSM-27	Gate	
8	Rack 4	KSM-27	Gate	
9	Overhead Left	KSM-32		
10	Overhead Right	KSM-32		
11	Tambourine	SM-98		
12	Bass	D.I.	Compressor	
13	Keys Left	D.I.	Compressor	
14	Keys Right	D.I.	Compressor	
15	Leslie Low	SM-91		
16	Leslie Hi Left	KSM-27	Compressor	
17	Leslie Hi Right	KSM-27	Compressor	
18	Guitar Left	KSM-32		
19	Guitar Right	KSM-32		
20	Collings Acoustic	Mic		
21	Collings Acoustic	D.I.	Compressor	
22	Banjo	D.I.	Compressor	
23	Mandolin	D.I.	Compressor	
24	Acoustic Marty	D.I.	Compressor	
25	T.V.			
26	VOX Gene	U.H.F. Beta 86	Compressor	
27	VOX Marty	U.H.F. Beta 86	Compressor	
28	VOX Dana	U.H.F. Beta 86	Compressor	
29	VOX Spare	U.H.F. Beta 86		
30	VOX Ann	U.H.F. Beta 86		
31				
32	Stuff Left	D.I.		
33	Stuff Right	D.I.		

N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
16	14	18	13	17	15	19	16	14	18	13	17	15	19	30	30	19	15	17	13	18	14	16	19	15	17	13	18	14	16
21	80	60	59	10	26	90	21	80	60	59	10	26	90	60	60	90	26	10	59	60	80	21	90	26	10	59	60	80	21
N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
27	23	25	21	26	22	24	27	23	25	21	26	22	24	30	30	24	22	26	21	25	23	27	24	22	26	21	25	23	27
90	26	10	59	60	80	21	90	26	10	59	60	80	21	60	60	21	80	60	59	10	26	90	21	80	60	59	10	26	90

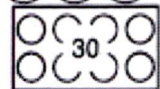
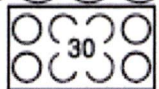
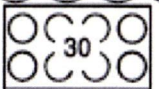
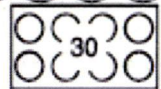
UPSTAGE TRUSS c/w BLACK BACKDROP
ALL LAMPS VERTICAL



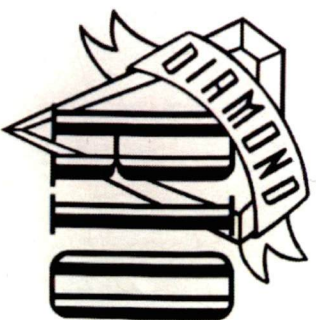
- SPOT COLOR**
- 1). R-34
 - 2). R-56
 - 3). R-21
 - 4).
 - 5).
- (x4 SPOTLIGHTS)

DOWNSTAGE TRUSS
ALL LAMPS HORIZONTAL

21	26	80	59	21	26	80	59	60	60	21	26	80	59	60	60	59	80	26	21	60	60	59	80	26	21	59	80	26	21
12	11	10	9	12	11	10	9	5	5	12	11	10	9	6	6	9	10	11	12	7	7	9	10	11	12	9	10	11	12
M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M
21	26	80	59	60	60	21	26	80	59	60	60	60	60	60	60	60	60	60	60	59	80	26	21	60	60	59	80	26	21
12	11	10	9	1	1	12	11	10	9	2	2	8	8	8	8	8	8	3	3	9	10	11	12	4	4	9	10	11	12
M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M



INITIALS *KH*



Lighting Plot Channel Assignments

Channels	Fixture Amount	Color	Channels	Fixture Amount	Color
1	2K	R-60	31		
2	2K	R-60	32		
3	2K	R-60	33		
4	2K	R-60	34		
5	2K	R-60	35		
6	2K	R-60	36		
7	2K	R-60	37		
8	6K	R-60	38		
9	10K	R-59	39		
10	10K	R-80	40		
11	10K	R-26	41		
12	10K	R-21	42		
13	4K	R-59	43		
14	4K	R-80	44		
15	4K	R-26	45		
16	4K	R-21	46		
17	4K	R-10	47		
18	4K	R-60	48		
19	4K	R-90	49		
20			50		
21	4K	R-59	51		
22	4K	R-80	52		
23	4K	R-26	53		
24	4K	R-21	54		
25	4K	R-10	55		
26	4K	R-60	56		
27	4K	R-90	57		
28			58		
29			59		
30	D.S. MOLE ARRAYS/4K	N/C&R-60	60		

# Of Filter Cuts Including Spot Lights			Spot Light Filters		
R-10	8	R-80	18	FRAME #1	R-34
R-21	22	R-90	8	FRAME #2	R-56
R-26	18			FRAME #3	R-21
R-34	4			FRAME #4	
R-56	4			FRAME #5	
R-59	18			FRAME #6	
R-60	32				

VFH



SCHEDULE "B"

Diamond Rio Catering Requirements

If there are any questions or concerns regarding Schedule "B" please contact Artist Production Manager, Tony Morgan at (615) 824-5434.

All meals are to be served in a private area completely separate from the public. All numbers reflect DIAMOND RIO personnel only. This does not include support acts, local crews, promotion staff, etc. If and when the aforementioned are included for catering, it is requested that DIAMOND RIO personnel eat first for all meals.

BREAKFAST

A hot breakfast is to be served when load-in is at 10:00a.m. or earlier. Please expect 8-10 people for breakfast unless otherwise specified.

Food: Eggs, meat (lean turkey bacon, lean regular bacon, and sausage links or patties), hash browns potatoes, assorted cereals (Special K, Raisin Bran, and Frosted Flakes), french toast, whole wheat or white bread toast, waffles, bagels, fresh fruit platter (cantaloupe, watermelon, banana's, in-season berries), and hot oatmeal.

Condiments: Cream cheese, strawberry and grape preserves, picante sauce, butter, syrup, sugar, equal or sweet-n-low artificial brand sweetener.

Beverages: Skim milk, 2% milk, fresh orange juice, tomato juice, regular and decaff coffee and plenty of non-carbonated bottled drinking water.

LUNCH

Please expect 8-10 people for lunch unless otherwise specified. All lunches must include fresh salad. Please provide assorted regular and fat free salad dressings. Please provide condiments accordingly with each meal. **(PLEASE, NO FLAT LUNCH MEAT, HOT DOGS, OR HAMBURGERS)**

Food:

Monday: Grilled cheese sandwiches, grilled ham and cheese sandwiches, small curd cottage cheese, tomato soup, and crackers.

Dessert: Fruit platter and coconut cream pie.

Tuesday: Spaghetti with meatballs and sauce, also with a meatless sauce, and garlic bread.

Dessert: Fruit platter and cheesecake.

Wednesday: Red beans and rice, seafood jambalaya, cornbread and hush puppies.

Dessert: Fruit platter and chocolate cream pie.

Thursday: Tuna salad sandwiches, small curd cottage cheese, homemade vegetable soup, and crackers.

Dessert: Fruit platter and pecan pie with vanilla ice cream or whip cream.

Friday: Homemade fried chicken, potato salad, fresh garden salad, and baked beans.
Dessert: Fruit platter and apple pie with vanilla ice cream.

Saturday: Homemade beef stew with white rice and french bread, fresh garden salad with assorted dressings
Dessert: Fruit platter and german chocolate cake.

Sunday: Chicken Breast Sandwich w/fries and fresh garden salad with assorted dressings
Dessert: Fruit platter and rainbow sherbet.

40lb Ice for the bus.

DINNER

Please expect 18-20 people for dinner unless otherwise specified. All dinners are to be served with real plates and utensils. All dinners must include fresh salad and dinner rolls. Please provide assorted regular and fat free salad dressings including ranch, honey mustard, thousand island, french, etc. for dinner salads. Meals are to include 2 types of dessert such as carrot cake, cheese cake, chocolate cake, strawberry shortcake, pumpkin pie, pecan pie, or apple pie. Please supply salt, pepper, ketchup, steak sauce, etc.

Food:

Monday: Roasted or baked chicken (white meat only please), scalloped potatoes and steamed carrots.
Eight grilled chicken breasts.

Tuesday: Mexican food, beef, chicken and cheese enchiladas, lean ground beef tacos, refried beans, spanish rice, guacamole salad, hot sauce, flour tortillas, tortilla chips, and grated cheese.
Eight grilled chicken breasts.

Wednesday: BBQ Pork spare ribs, sausage, chicken breasts and quarters. Potatoe salad, macaroni and cheese, and baked beans. Two grilled chicken breasts.

Thursday: Homemade meatloaf, mashed potatoes with gravy, green beans and corn. Eight grilled chicken breasts.

Friday: 10oz. Ribeye, baked potatoes, and corn on the cob. Eight grilled chicken breasts.

Saturday: Grilled salmon steaks, rice dish or baked potato and steamed vegetables. Eight grilled chicken breasts.

Sunday: Glazed pork tenderloin, mashed potatoes with gravy, and green bean casserole. Eight grilled chicken breasts.

BEVERAGES

The following beverages are to be served with lunch and dinner:

Pepsi, Diet Coke, Diet Dr. Pepper, Diet Mt. Dew, Diet Sprite, Cranberry Juice, and plenty of non-carbonated bottled drinking water. 40lb of ice for bus.

The following beverages are to be served with dinner only:

2% milk, regular and decaff coffee (please supply creamer and sugar for coffee), hot tea and 2 bottles of dry, red wine such as Merlot, Cabernet, or Pinot Noir.

DRESSING ROOMS

Dressing rooms will be stocked at time set by Artist Production Manager. All deli trays and refrigerated items must be set on beds of ice to remain fresh. We will need (2) Dressing Rooms only one needs to be stock with the items below.

DRESSING ROOM #1 (12 PEOPLE)

Food: 2 loaves of whole wheat bread, fresh deli lunch meat (turkey and ham only please), fresh deli sliced cheese (cheddar, swiss, and jalapeno), 1 jar of Jiff Chunky peanut butter and 1 Jar of Jiff Creamy peanut butter, 1 jar of strawberry or grape jelly. 1 jar of fresh salsa, 1 box of Roasted Garlic Triscuits and 1 box of Roasted Red Pepper and Redbean Triscuits, assorted chips (fat free pretzel sticks, Fritos Scoops corn chips, Lays regular potato chips, Lays Baked B.B.Q. potato chips, and Tostitos Restaurant Style corn chips), 12 Slim Fast Bars (chocolate) 2 boxes, 1 large bag Nacho Cheese Doritos, and 2 box of Altoid's Peppermints. 2 packs of Trident Spearmint Sugarless gum. 1 fresh fruit platter (watermelon, cantaloupe, honey dew melon, and grapes). 1 Bag of Dried Fruit and nut trail mix.

Condiments: Mayonnaise, mustard, lettuce, tomatoes, pickles, salt, and pepper.

Beverages: One 6 pack of Pepsi, One 6 pack of Diet Mt. Dew, One 6 pack of Caffeine Free Diet Mt. Dew One 6 pack of Caffeine Free Diet Coke, One 6 pack of Diet Sprite, Three 6 packs of bottled juices (cranberry, pineapple, and apple), One 6 pack of YooHoo, and Three cases of non-carbonated bottled drinking water (Mountain Valley, Dasani, Naya, AquaFina, or Ozarka). One 6 pack of Perrier, One 1lb. bag of Starbucks Whole Bean Sumatra, French Roast or House Blend coffee ground when possible.


Please note: Only 1/2 of each drink type mentioned above needs to be iced down.

Beer: 1 case of imported beer (Samuel Smith Nut Brown, Bass Ale, or Belhaven), 1 case of Coors Light, and All beer must be bottled and must be iced down.

Misc. Items: 5 rolls of paper towels, Dixie Rinse & Reuse plates and bowls, plastic utensils, large plastic Solo cups, 1 box of wooden toothpicks, ice, 8 hand towels (new), and 4 bars of soap (Lever 2000). (24) AA Alkaline Batteries (2) 9 Volt Batteries (Energizer or Duracell). 1 Bottle of Pump Hand Soap.

AGREED TO AND ACCEPTED:

AGREED AND ACCEPTED:


Purchaser

RIO HOT INC.,
f/s/o DIAMOND RIO

EXHIBIT B

Artist Rider and Addenda



WME

1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA
Phone: +1 615-963-3387
email: la@wmeentertainment.com

DIAMOND RIO

RIO HOT, INC.

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

Agreement made 19 Jan 2018 between **RIO HOT, INC.** (hereinafter referred to as "PRODUCER") furnishing the services of **DIAMOND RIO** (hereinafter referred to as "ARTIST") and **SANTAQUIN CITY/Kirk Hunsaker** (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):**

SANTAQUIN RODEO ARENA
175 South 400 West
Santaquin, UT 84655
USA

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

Fri 15 Jun 2018

- a. Number of Shows:
- b. Show Schedule(s):

1
07:00 PM: Doors
08:00 PM: Support - TBA: Local Act
09:00 PM: Headliner - Confirmed: DIAMOND RIO; (75 min.); To Close
11:00 PM: Curfew

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

100% Headline Billing

4. **COMPENSATION:**

\$33,500.00 USD (Thirty Three Thousand, Five Hundred U.S. Dollars) flat GUARANTEE, *subject to increase only as provided in 10.2*
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. Diamond Rio Production equipment may include front-of-house console, snake, front-of-house effects and eight (8) moving lights.
- Purchaser to provide a \$3,500 reimbursement for Artist-provided production equipment, as listed above. Diamond Rio can only use this equipment.
- Purchaser to provide and pay for eight (8) stagehands as required by Artist.

- Breakfast, lunch, and dinner MUST be provided per Artist rider.

Production Contact:

Chris Acton
(801) 592-4775 (off.)
cma@midtowntalent.com

6. **TRANSPORTATION AND ACCOMMODATIONS:**

- a) Air transportation:

- b) Accommodations: - Purchaser to provide and pay for hotel accommodations consisting of eleven (11) single rooms as required by Artist.
- c) Air freight and excess baggage:
- d) Ground transportation: - Purchaser to provide and pay for 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 THE FOLLOWING:**

- All ad break/on-sale dates must be approved in writing by Jack Furr at Modern Management (615-742-0099 or jfurr@modmgmt.com).
- All advertising materials including ad mats, radio spots, and TV spots must be approved by Jack Furr at Modern Management before they are utilized.
- No radio presents/welcomes will be awarded without prior written approval from Jack Furr at Modern Management.
- 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 by 12:00 Noon CST on ticket count days.
- Purchaser to provide professional/experienced sellers for Artist's merchandise at no cost to Artist.
- Artist's inclusion on an event t-shirt or any other event related merchandise must be approved in writing with Artist's management 615-742-0099.
- 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.
- In the case of inclement weather, 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.
- 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.

***ARTIST AGREES TO THE FOLLOWING:**

- Artist to attend a brief meet and greet for a maximum of thirty (30) guests - time, location, and duration to be determined by Artist's road manager.

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 \$16,750.00 USD** shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **15 May 2018**;

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

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

OR via bank wire as follows:

CITY NATIONAL BANK 54 Music Square East Nashville, TN 37203	ABA no.: 064009445 William Morris Endeavor Account No.: 684001426 ORG: Santaquin City / REF: Diamond Rio / Jun 15, 2018 WME booking code: PAC 824972
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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:

	CAP.	TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Fri 15 Jun 8:00 PM	1,500	Reserved	\$30.00	0	0	1,500								\$30.00	\$45,000.00
	1,500	Lawn	\$20.00	0	0	1,500								\$20.00	\$30,000.00
	3,000			0	0	3,000									\$75,000.00

SCALING NOTES:

- Outdoor Show / Covered Stage / Rain or Shine

ADJUSTED GROSS POTENTIAL:	\$75,000.00
TAX:	
NET POTENTIAL:	\$75,000.00

12. EXPENSES:

N/A

13. MERCHANDISING:

Venue sells; CD/DVD: 90.00% of proceeds to ARTIST.
 Venue sells; Other: 100.00% of proceeds to ARTIST. Books
 Venue sells; T-Shirts/Soft: 75.00% 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: *Kirk Hunsaker*

By: 02-07-2018

SANTAQUIN CITY
 Kirk Hunsaker
 275 West Main Street
 Santaquin City, UT 84655
 USA

Care of: Chris Acton
 Midtown Entertainment Services, Inc.
 824 North 1430 West
 Orem, UT 84057
 USA

Attest: *S. Farnsworth*
Susan B. Farnsworth
 City Recorder

January 4, 1932
 STATE OF UTAH

RIO HOT, INC.
 Fed ID: 62-1463157

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

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.

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

(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) 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.

(5) 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.

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

(7) 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.

(8) 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.

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

(10) 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 of 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.