

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ENTERTAINER AGREEMENT BETWEEN THE TOWN OF ADDISON AND SWAE LEE, INC. TO PROVIDE ENTERTAINMENT AT THE TASTE ADDISON EVENT LOCATED AT ADDISON CIRCLE PARK ON JUNE 2, 2023, IN AN AMOUNT NOT TO EXCEED \$115,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to authorize an agreement with Swae Lee, Inc. to provide entertainment at the Taste Addison special event on June 2, 2023, in conformance with the terms therein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**SECTION 1.** The City Council hereby approves the agreement between the Town and Swae Lee, Inc. to provide entertainment at the Taste Addison special event on June 2, 2023, in an amount not to exceed \$115,000, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the agreement.

**SECTION 2.** This Resolution shall take effect from and after its date of adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **11th** day of **APRIL** 2023.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

\_\_\_\_\_  
Irma Parker, City Secretary



# ENTERTAINMENT AGREEMENT ENTERTAINMENT AGREEMENT

**Event**

Taste Addison

**Venue**

Addison Circle Park  
4970 Addison Circle, Addison, TX 75001

**Entertainer Name**

Swae Lee Inc. ("Entertainer") f/s/o Swae Lee ("Artist")

**Performance Date(s) & Times**

June 2, 2023: 10:45pm – 12:00am (60-75 minutes)

**Total Compensation**

\$115,000

**Agreement Effective Date**

January 24, 2023

**Deposit\***

\$28,750

*\*To be paid upon execution of this Agreement, plus receipt of Certificate of Insurance, W-9, Invoice, and completion of Form 1295 Certificate of Interested Parties. Additional \$28,750 to be paid 30 days prior to Performance Date, with the balance to be paid upon completion of the Performance in conformance with the terms and conditions of this Agreement.*

**Description of Performance:**

Entertainer to provide live music performance, including vocals and instruments.

**Entertainer Agreement Documents and Authorized Signatures**

The following constitute the contract documents for this Agreement and shall be collectively referred to herein as the "Agreement":

1. This Entertainment Agreement Summary Page
2. Terms and Conditions
3. Addendum A – Standard Performance Addendum
4. Addendum B – Insurance Requirements
5. Addendum C – Main Stage Production Rider
6. Addendum D – Entertainer Riders and WME Performance Addendum

THIS ENTERTAINMENT AGREEMENT ("AGREEMENT") IS MADE AS OF THE EFFECTIVE DATE BETWEEN THE TOWN OF ADDISON AND ENTERTAINER FOR THE PURPOSE OF DEFINING THEIR RESPECTIVE RIGHTS AND RESPONSIBILITIES AND MEMORIALIZING THE TERMS AND CONDITIONS PURSUANT TO WHICH ENTERTAINER WILL PROVIDE THE PERFORMANCE DESCRIBED HEREIN. EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT THE SIGNER IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT AND TO BIND THE PARTY AUTHORIZING SUCH SIGNATURE.

**For Town of Addison:**

\_\_\_\_\_  
David Gaines  
City Manager

\_\_\_\_\_  
Date

**For Entertainer:**

\_\_\_\_\_  
Jeremy Ellis  
Artist Manager

3/27/2023  
\_\_\_\_\_  
Date

**Legal Notice Address:\***

Town of Addison  
Attn: City Manager's Office  
5300 Belt Line Road  
Addison, Texas 75254

**Legal Notice Address:**

Swae Lee Inc.  
15821 Ventura Blvd.  
Ste. 970  
Encino, CA 91436

*\*Legal notices only - Please contact Special Events ([specialeventsinfo@addisontx.gov](mailto:specialeventsinfo@addisontx.gov)) or the Addison Representative identified in Addendum A for all other matters related to this Agreement.*

EXHIBIT A  
**ENTERTAINMENT AGREEMENT**  
TERMS AND CONDITIONS

IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the Town of Addison and Entertainer (each being a 'party' and collectively the 'parties' to this Agreement) hereby agree as follows:

**1. Definitions**

- 1.1. "**Addison**" or "**City**" means the Town of Addison, Texas.
- 1.2. "**Addison or City Representative**" means the individual representative(s) identified in Addenda A to this Agreement.
- 1.3. "**Agreement**" means this entertainer agreement, including all contract documents described on the summary page of this Agreement.
- 1.4. "**Effective Date**" means the agreement effective date identified on the summary page of this Agreement.
- 1.5. "**Entertainer**" means the individual or legal entity identified on the summary page of this Agreement, including Entertainer's officers, employees, agents, servants, contractors, subcontractors, or representatives. Unless the context clearly indicates otherwise, the term further includes all persons participating in the Performance, including Entertainer's members, crew, security personnel, and all other persons under Entertainer's direction or control during the Performance (the latter being occasionally referred to in this Agreement as "Entertainer's Crew").
- 1.6. "**Event**" means the event identified in the summary page of this Agreement where the Performance will take place.
- 1.7. "**Event Location**" means the location of the Event, including the entirety of the venue and premises of the Event. The foregoing definition shall include all parking lots, alleys, streets, sidewalks, pedestrian access ways, and all other City owned property in the immediate vicinity of the Event Location.
- 1.8. "**Performance**" means the performance described on the summary page of this Agreement, including all labor, services, materials, and other equipment to be provided by Entertainer in connection therewith. The term Performance shall include the pre- and post-performance activities of Entertainer, including all load-in and load-out activities in connection with the Performance.

**2. Agreement Term; Performance Guidelines**

- 2.1 Term. The term of this Agreement shall begin upon the Effective Date and shall expire upon completion of the Performance.
- 2.2 Conformance with Agreement Terms. Entertainer expressly agrees to conduct the Performance in strict conformance with the express terms, conditions, and provisions of this Agreement, including all addenda hereto. Entertainer represents and warrants that it has the authority to enter into this Agreement and to fully perform its obligations contained herein.
- 2.3 Time for Performance. Entertainer shall be fully prepared and ready to conduct the Performance in a prompt and timely manner on the date(s) and at the time(s) stated on the summary page, unless otherwise agreed by the parties in writing. Notwithstanding the foregoing or any provision of this Agreement to the contrary, the City reserves the right, subject to written approval by Entertainer, to modify the Event and/or Performance schedule at any time.
- 2.4 Manner of Performance. Entertainer shall have the exclusive and sole creative control over the means and methods employed by Entertainer in conducting the Performance, subject to the terms and conditions of this Agreement. The Performance and all of Entertainer's activities in connection with or related to this Agreement shall be conducted in a clean, orderly, and safe manner and to the extent applicable to Entertainer or Artist in accordance with all applicable federal, state and local laws, rules, regulations, codes, ordinances, and policies. The essence of this Agreement concerns the specific individual(s) and the unique personality(ies) and talents of Entertainer, consequently, Entertainer shall not omit or substitute any person that is expected to participate in the Performance without the prior written permission of City. Moreover, Entertainer shall not be under the influence of any intoxicating beverages, narcotics, illegal drugs, or other illegal substance. Entertainer shall at all times be responsible and liable for the sole negligent and intentional wrongful acts and omissions of Entertainer in connection with or related to the Performance.
- 2.5 Performance Content. Addison supports artistic freedom and expression and takes pride in providing an environment for musicians and entertainers alike to perform without restrictions that might otherwise hinder or infringe on an individual's creativity. Addison also has a responsibility to our guests and patrons to provide a safe, family friendly environment that takes into consideration all persons' gender, age, physical capabilities, choice of lifestyle, and cultural background. In that regard we ask that all of our musicians and entertainers be mindful to those considerations, to conduct themselves in a manner appropriate to the event and to refrain from gestures or language that could be deemed offensive. Notwithstanding the foregoing, City acknowledges the professional reputation of Artist as of the execution of this Addendum. Provided that Artist does not substantially deviate from such professional reputation, Artist shall not be in breach of this Agreement. City shall make Entertainer reasonably aware in writing of any specific expectations in advance.

Notwithstanding the foregoing, any uses of photographs containing ARTIST's name, image, or likeness are subject to ENTERTAINER's prior written approval in each instance. Otherwise, any uses shall be solely for internal, archival, and non-commercial purposes.

EXHIBIT A

- 2.6 Equipment. All goods, equipment, and other materials provided by Entertainer shall be safe, fully operational, and shall not cause injury or damage to any person or property **directly resulting from the sole negligence or intentional wrongful conduct of Entertainer or Artist.**
- 2.7 Merchandise Sales. If Entertainer desires to sell merchandise on-site at the Event on the day of the Performance, Entertainer shall obtain prior approval from the City Representative. Entertainer is responsible to provide staffing and operation of merchandise sales, and comply with all applicable local, state, and federal laws.
- 2.8 Photographs and Images. The Entertainer does hereby grant City **permission to take and use, display, reproduce,** distribute, transmit, and modify (including to create derivative works) any and all photographs or images of the Performance.
- 2.9 Entertainer Use of City Logo. Entertainer shall not be entitled to use the City's logo or brand without prior written consent of City. Any use of the City's logo or brand shall be in conformance with the City's brand usage policy.
- 2.10 Security. City typically provides security for the general public during City events but Entertainer is solely responsible for the **personal** security of Entertainer, Entertainer's Crew, and all personal property belonging to the same during the Event. The parties may mutually agree to an alternative security arrangement by written addendum to this Agreement.
- 2.11 City Authority. City has the right to control and manage the Event and to implement and enforce its laws, codes, rules, standards, and policies in connection therewith. City may, through its duly appointed representatives, remove any objectionable person(s) from the Event Site, and Entertainer waives any claims for damages against City or any of its officers, agents or employees resulting from the exercise of this authority. **unless due to the gross negligence or intentional wrongful conduct of City or its respective its officers, agents or employees**
- 2.12 Entertainer Rider(s). Entertainer shall notify City in writing no later than sixty (60) days prior to the initial date of the Performance if Entertainer desires to include one or more entertainment riders with this Agreement. The City Representative will work with Entertainer to include any mutually agreed upon rider(s) as an addendum to this Agreement. Notwithstanding the foregoing, the City reserves the right to deny any rider and/or provision therein that, in the City's sole discretion, is in conflict with this Agreement.
- 2.13 Violation of These Performance Guidelines. Should Entertainer be in violation of any of the provisions of this Section 2 **and fails to cure as set forth in Section 4.2 herein,** City shall, in its sole discretion, have the right **to suspend, postpone ,or cancel** the Performance. If the City cancels the Performance pursuant to this section City shall be entitled to immediately terminate this Agreement in conformance with Section 4 below. **If the City suspends or postpones the Performance pursuant to this section, any reschedule including the Artist shall be subject to Artist's professional availability.**

### 3. Compensation

- 3.1. Compensation. Entertainer will be compensated in accordance with the terms and conditions of this Agreement. The total amount of compensation paid to Entertainer shall not exceed the total compensation amount identified on the summary page to this Agreement, which is inclusive of all expenses related to the Performance, including Entertainer's travel, accommodations, freight, local ground transportation, backline, and security expenses.
- 3.2. Method of Payment. Payment(s) by City shall be by business check or such other method as City may determine in City's sole discretion. Entertainer shall be required to provide a completed Form W-9 and Addison Vendor Information Form prior to receiving payment.
- 3.3. Deposit; Payment Balance. In the event an advance deposit is paid to Entertainer, the remaining balance due under this Agreement will be paid by City **following Entertainer's completion** of the Performance, **unless otherwise agreed between the parties.**
- 3.4. Entertainer's Payment Obligations. Entertainer shall be solely responsible for all other costs and expenses related to the Performance, including any and all insurance premiums, taxes, fees (including agent's fees), union dues, or commissions incurred as a result of or in any way related to the Performance.

### 4. Termination, Postponement and Cancellation

- ~~4.1. Termination for Convenience. Either party may terminate this Agreement for convenience by providing written notice to the other party at least sixty (60) days prior to the initial date of Performance. Upon notice of termination by either party under this section this Agreement shall be deemed cancelled and Entertainer shall return all funds paid to Entertainer by City, including the deposit (if any), within ten (10) business days following the date of cancellation.~~
- 4.2. Termination for Breach. If Entertainer is in breach of any provision of this Agreement and fails or refuses to cure the same **following a reasonable opportunity to do so** upon reasonable notification (oral or written) by City, then City shall have the right to (i) immediately suspend or postpone the Performance **subject to Artist's professional availability,** or (ii) cancel and terminate this Agreement.
- 4.3. Postponement or Cancellation of the Event. City reserves the right, in its sole **and reasonable** discretion, to postpone or cancel the Event for or as a result of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, inclement weather, war or terrorism or the potential or actual threat thereof, public safety or

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public welfare considerations, riots, strikes, or local, national or international emergencies, act of God, or other reason of like nature **making the Performance infeasible, impossible, or unsafe** (any such event or reason being a "Force Majeure Event").

- a. If the Event is cancelled by City due to a Force Majeure Event at least 72 hours prior to the initial Performance start time identified in the summary page to this Agreement, Entertainer shall retain the deposit, if any, and City shall retain the remaining balance of the total amount payable to Entertainer under this Agreement.
- b. If the Event is cancelled by City due to a Force Majeure Event less than 72 hours prior to the initial Performance start time identified in the summary page to this Agreement, Entertainer shall be paid in full, provided that Entertainer is on-site or in transit and remains ready, willing, and able to perform.
- c. **If, as the result of a Force Majeure Event, either party is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then City's, Entertainer's, and Artist's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by City, Entertainer, or Artist, and each party shall bear its own costs and expenses in connection with this Agreement, unless otherwise specified below.**
- d. **Additionally, Entertainer/Artist may cancel due to 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 Entertainer's key personnel, or any other person personally known to Artist whose death, disability, illness adversely impacts Artist's ability to perform in connection with the Engagement. In such case, Entertainer shall return any amounts (if any) received from City.**

4.4. Postponement or Cancellation of the Performance. The Performance may be postponed or cancelled in any one or more of the following situations:

- a. Either party may, with the consent of the other party (which shall not be unreasonably withheld) postpone or cancel the Performance for or as a result of inclement weather that renders the Performance impossible.
- b. **City may cancel the Performance and immediately terminate this Agreement upon City's reasonable determination that Entertainer will or has failed to appear or conduct the Performance in conformance with this Agreement for any reason without the City's prior written consent and without excuse as enumerated in this Agreement (e.g. Force Majeure, Inclement Weather, City's uncured breach).**
- c. City may cancel the Performance and immediately terminate this Agreement pursuant Section 2.14 above.

4.5. Damages Upon Termination. The parties agree that upon termination of this Agreement pursuant to Sections 4.2, 4.4(b) or 4.4(c) above, the damages that would be suffered by City would be difficult or impossible to determine and that in such case City shall be entitled to (i) receive a refund of all amounts previously paid to Entertainer under this Agreement and (ii) retain the remaining balance due to Entertainer under this Agreement. ~~In addition, Entertainer shall be liable to City for damages in an amount equal to fifty (50%) of the total compensation amount identified on the summary page of this Agreement. The parties acknowledge and agree that the foregoing is not a penalty but represents a reasonable calculation of the actual damages that would be sustained by City as a result of such termination.~~

**5. Indemnification; Assumption of the Risk**

5.1. Indemnification. Entertainer <sup>and directors</sup> shall, at its sole cost and expense, defend, indemnify, and <sup>outside</sup> hold harmless the Town of Addison, its officers, employees, agents, ~~contractors, licensees, invitees, and volunteers~~ (collectively "City Indemnitees") from and against all <sup>third party</sup> claims, liability, damages, costs, fines, penalties, expenses, and reasonable <sup>directly</sup> attorneys' fees incurred by City Indemnitees, or amounts paid by City in any settlement based on a third-party claim that ~~results from (i) a violation by Entertainer, it's officers, directors, employees, agents, contractors, licensees, or invitees, including Entertainer's Crew (collectively referred to in this indemnification section as "Entertainer") of any applicable law and/or City ordinance, regulation, policy, rule, or directive in connection with the performance of its obligations under this Agreement, (ii) any act or omission of Entertainer arising from or related to Entertainer's performance of this Agreement, and/or (iii) any act or omission of Entertainer that would be a breach or violation of this Agreement. Such defense, indemnity, and hold harmless obligation includes claims alleged or found to have been caused in whole or in part by the negligence of a City Indemnitee. #~~

5.2. Indemnification Procedures. Entertainer shall promptly advise City in writing of any notice, claim or demand against a City Indemnitee or Entertainer related to or arising out of this Agreement and shall investigate and defend the same at Entertainer's sole cost and expense. Notwithstanding the foregoing, City shall ~~have the right, at any time, to participate in the defense of~~

# To the extent permitted by law, City shall, at its sole cost and expense, defend, indemnify, and hold harmless the Entertainer, its officers, employees, agents, and directors, including Entertainer's Crew (collectively "Entertainer Indemnities") from and against all third party claims, liability, damages, costs, fines, penalties, expenses, and reasonable outside attorneys' fees incurred by Entertainer Indemnities, or amounts paid by Entertainer in any settlement based on a third-party claim that directly results from (i) a violation by City Indemnities of any applicable law and/or City ordinance, regulation, policy, rule, or directive in connection with the performance of its obligations under this Agreement, (ii) any sole negligent or intentionally wrongful act or omission of City Indemnities arising from or related to City's performance of this Agreement, and/or (iii) any breach or violation of the express terms of this Agreement.

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at the reasonable cost, expense, and risk of Entertainer, and Entertainer shall promptly reimburse City for all such costs and expenses. third party claims for death, personal injury or property damage

5.3. Assumption of the Risk. Entertainer acknowledges and voluntarily assumes the risk for all damage and/or injury that may be caused in whole or in part or result directly or indirectly as a result of Entertainer's own ~~actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of any City Indemnitee in connection with the Event~~. The foregoing assumption of the risk includes all conditions and defects, whether known or unknown by either party, in, on or about the Event Location. sole negligent or intentionally wrongful

**6. Miscellaneous Provisions**

(a) Any action related to this Agreement will be governed by Texas law and controlling federal law. No choice of law rules of any jurisdiction will apply. (b) Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Performance shall be subject to the exclusive jurisdiction of the state and federal courts located in Dallas County, Texas. (c) This Agreement, including any amendments thereto, together with the addenda attached hereto, represents the parties' entire understanding relating to the subject matter hereof and supersedes any prior or contemporaneous, conflicting or additional, communications or agreements between the parties. (d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. (e) No joint venture, partnership, employment, or agency relationship exists between Entertainer and City as a result of this Agreement or Entertainer's participation in the Event. (f) The failure of City to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. (g) Any notice required or permitted under the terms of this Agreement or required by law must be in writing to the parties' respective notice contact(s) identified in the summary page to this Agreement, and must be (i) delivered in person, (ii) sent by registered or certified mail return receipt requested, (iii) sent by overnight courier, or (iv) by email whose receipt is acknowledged by the party's notice contact. (h) Entertainer verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. (i) The provisions contained in Section 5 of this Agreement shall survive termination.

- End of Terms and Conditions -

## Addendum A Performance Addendum

### GENERAL INFORMATION

#### **Addison Representative**

Name: Yesenia Saldivar, Interim Director of Special Events  
Phone: 214-693-5439  
Email: ysaldivar@addisontx.gov

#### **Entertainer Representative**

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

All communications regarding the Event and Performance should be directed to the Addison's Representative identified above.

### EVENT SITE ACCESS; PARKING

#### **Load-in/out**

City will provide a reasonable amount of time for Entertainer to set up prior to its commencement and to tear down after its conclusion. Set up and tear down shall be conducted **in a reasonable manner.**

#### **Parking**

The City is responsible for the management and control all parking facilities on the Event Location. Entertainer shall be provided access to sufficient parking for the number of vehicles specified above. If no quantity is specified above, Entertainer shall be provided access to a minimum of 2 parking spaces at the Venue.

### PRODUCTION INFORMATION

#### **Stage Productions**

Unless otherwise agreed by the parties, Addison will provide professional sound and lighting production equipment and labor for stage performances as outlined on Addendum C. Entertainer will be consulted regarding sound and lighting production equipment selection and design; however, Addison retains sole discretion in the selection and execution of sound and lighting production. All stage productions shall be subject to the following conditions:

(or a lesser time that is reasonable under the circumstances)

1. Entertainer shall, at least sixty (60) days prior to the first day of the Performance, provide Addison a detailed outline of the Performance including all stage, lighting and sound requests.
2. The parties acknowledge there shall be no charges to Entertainer for sound and lighting production equipment or labor unless such charge is agreed to by the Parties in writing.
3. Unless otherwise agreed by the Parties in writing, Addison shall provide DJ backline only. All other necessary equipment for the Performance at Entertainer's sole expense.

#### **Catering and Hospitality**

Addison will provide the following catering and hospitality services to Entertainer at the Event venue on the Performance day(s) only:

- Catering – A \$50 per person meal buyout will be provided by Addison upon arrival; no meals to be provided.
- Green Room – Addison to provide Entertainer with a private backstage travel trailer on the performance date only; green room is tobacco-free and smoke-free. All Entertainer green room hospitality items shall be per advance. Entertainer to work within Addison's onsite limits at venue. Addison reserves the right to change the green room accommodations at its sole discretion.
- Comp Tickets – Entertainer to receive up to 20 general admission festival tickets for the performance date upon request.

#### **Deal Point Review**

The total amount of compensation paid to Entertainer shall not exceed the total compensation amount identified on the summary page to this Agreement, which is inclusive of all expenses related to the Performance. The items listed below are the Entertainer's responsibility, and are included in the compensation:

- Travel/airfare
- Accommodations/hotel
- Freight

EXHIBIT A

- Local ground transportation
- Backline (except as specifically stated herein)



## Addendum B Insurance Requirements

- a. The ENTERTAINER shall maintain, during the term of the contract and any option period, the types of insurance and coverage listed below. All liability insurance coverage will name **The Town of Addison and its officials, officers, agents, representatives, volunteers, and employees** as an additional insured for claims, demands, suits, judgments, costs, charges, and expenses arising out of or in connection with any loss, damage, or injury resulting from the negligence or other fault of the ENTERTAINER, ENTERTAINER's agents, representatives, or employees.

<u>TYPE OF INSURANCE</u>	<u>MINIMUM AMOUNTS</u>
(i) Workers' Compensation -Employers' Liability-Accident -Employers' Liability-Disease	Texas statutory limits \$1,000,000 / Occurrence \$1,000,000 / Aggregate
(ii) Commercial General Liability (Comprehensive) -Bodily Injury and Property -Contractual Liability	\$1,000,000 / Occurrence \$2,000,000 / Aggregate
(iii) Commercial Automobile Liability (Comprehensive) -Bodily Injury -Property Damage *Includes owned, non-owned and hired car coverage	\$1,000,000 / Occurrence

In all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insured's, with respect to any claims arising out of activities conducted hereunder.

Upon request,

~~Contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas.~~

- b. Prior to the commencement of work hereunder and **not more than thirty (30) days** after contract has been executed, the ENTERTAINER shall furnish to ADDISON a certificate of the above required insurance.

Insurance "Certificate Holder" shall be made out to the following:

Town of Addison  
ATTN: Addison Special Events  
PO Box 9010  
Addison, TX 75001

- c. Should the ENTERTAINER's business reside outside of the United States, insurance coverage shall be maintained in the above referenced categories in equivalent coverage amounts.

## Addendum C Main Stage Production Rider

<b>Audio</b>			
24	RCF TTL55a Line Array	Flown 12 per Side	
12	RCF TTS56 Subs		
4	RCF TTL33a Line Array	Front Fills on Subs	
1	TBC - Avid/Digico/Yamaha	FOH Console	
1	TBC - Avid/Digico/Yamaha	MON Console	
1	FOH Rack		
	XTA MX36 Mixswitch		
	Lake LM44		
	RNet Control 8		
10	DB Technologies DM15TH Floor Monitors		
4	Shure ULXD Combo Pack	HH and BP each	
1	A Level Microphone Pack		
1	Microphone Stand Pack		
1	Microphone Cable Pack		
1	48ch Microphone Splitter		
2	Behringer B205D	Skwawk to FOH/MON	
1	All Needed Cabling		
4	CM Lodestar 1T Motors		
1	Audio Rigging Package		
<b>Lighting</b>			
1	TBC - GrandMA/Hog 4/Chamsys Lighting Console		
16	Beam or Hybrid Moving Light		
16	Hydrowash X19		
4	Chauvet Strike 1		
2	Smoke Factory Tour Hazer II		
<b>Video</b>			
1	16' x 9' Video Wall	on Stage Left Wing	
1	16' x 9' Video Wall	Behind FOH	
1	HD Camera Chain	at FOH	
1	HD PTZ Camera		
2	Static HD Camera		
1	Production Switcher		
2	Video Wall Controller		

EXHIBIT A

Production equipment list is subject to change based on festival needs and is at the sole discretion of Addison.

<b>Staging/Rigging</b>			
1	40x40 Rooftop	with Wings	
2	20x30 Wings		
1	Climbing Truss Structure	FOH Video Wall	
2	40' Truss Flown	1 - DS 1 - US	
<b>Power</b>			
1	Audio Distro		
1	Lighting Distro		
1	Video Distro		
1	Cable Package	as Required	
<b>Labor</b>			
1	A1	FOH	
1	A1	MON	
1	A2	Patch	
1	L1		
1	LED Tech		
1	TD		
2	Camera Ops		

**Addendum D and E  
Entertainer Riders**

SEE FOLLOWING PAGES FOR ENTERTAINER RIDERS

Any updates to this rider or new riders issued after issuance of the agreement attached hereto is by mutual advance only.

## FOH

**CONSOLE** Per Advance and contingent on the availability of the gear locally in the Addison TX area.

- (1) Digico SD12 with External Screen
- (1) Waves Server with Mercury Bundle Plug In Licenses
- (1) Neve Portico II MBP
- (2) Neve 5035 Shelford Channel
- (1) DiGiGrid MGB with BNC Cables

**MICROPHONE RF** Per Advance and contingent on the availability of the gear locally in the Addison TX area.

- (2) Sennheiser EM6000 Digital UHF 2 Channel Receiver 1U
- (2) Sennheiser 6000 II Black Handheld Transmitters with 9235 or 945 Capsules

**PA SYSTEM** See attached tech pack for what will be provided by Addison.

- Cohesion
- L-Acoustics
- D&B J Series

## MONITOR WORLD

**CONSOLE** Per Advance and contingent on the availability of the gear locally in the Addison TX area.

- (1) Digico SD12 with External Screen
- Waves Server with Mercury Bundle Plug In Licenses

**IEM & WIRELESS SYSTEMS** Per Advance and contingent on the availability of the gear locally in the Addison TX area.

- (6) Shure PSM 1000 In-Ear Transmitters
- (6) Shure PSM 1000 Belt Packs
- (1) Shure Active Directional Wireless Antenna for IEMS
- (2) Professional Wireless Helical Antennas for Wireless RF
- (1) Professional Wireless GX-8 Antenna Combiner
- (3) 20' BNC Cables 50 ohm
- (2) 50' BNC Cables 50 ohm
- (12) 2' BNC Patch Cables 50 ohm)
- (2) Furman Power Conditioner & Light Module
- (6) 24 pack of AA Batteries
- (3) US Standard 25' Edison Quad Boxes

**SUBSNAKES, CABLES & STAGE EQUIPMENT**

- (2) 12-channel W1 subsnake boxes – RF, Playback
- (2) 25' 12-channel W1 Hose – RF, Playback
- (20) 10'-15' XLR Cables
- (10) 25' XLR Cables

**STANDS**

- (3) Heavy-Base Tall Boom Stand for Wireless (Black)
- (4) Round Base Straight Stands (Black)
- (4) Tri-Base Tall Boom Stands (Black)
- (2) Short Boom

**STAGE POWER**

- (4) US Standard 25' Edison Quad Boxes



Alcohol cannot be purchased or provided by Addison and thus will not be provided. Artist is permitted to consume alcohol in moderation while on site in approved areas only (i.e. green room).

**BOTTLE RIDER**

~~(12) Belaire Gold Bottles (Belaire Rose when Gold is not available)~~

~~(4) Hennessy~~

~~(4) 1942 Don Julio~~

(15) Fiji Waters

(12) Red Bull's

Assorted Juices and Chasers (Orange, Pineapple, Cranberry, Coke, Sprite, Etc.) ~~If club has a restaurant 10 to go meals approved by management.~~ Buyout provided as prescribed in the attached agreement.

~~When bottles come out a complete movie has to be made. All music must stop, the DJ must announce SWAE LEE is the building, drop SWAE LEE's new single "Won't Be Late", and the bottle girls should bring out complete bottle rider with doubled the amount of normal sparklers, Artist's bottles must brought out soon as SWAE LEE arrives into section. Please have all bottle girls and bottles prepped 15 minutes before SWAE LEE's arrival.~~

**TRANSPORTATION** Ground Transportation is the responsibility of the Entertainer.

~~TWO (2) Cadillac Escalades, or the equivalent, must be provided for local ground transportation, or otherwise approved by management. Roundtrip transportation with same drivers is required and pick up for 11pm on standby to be inspected by security/mgmt.~~

**PARKING**

There must be at least three (3) parking spots provided for the artists next to the artist entrance, or of the equivalent convenience.

**SECURITY** All security deployment and briefing is at the sole discretion of Addison.

At least two (2) security guards provided by the venue must escort SWAE LEE from the vehicle to section. Artist entry/exit must be through the artist/backdoor entrance. The provided security must remain with SWAE LEE for the entire duration of the hosting and/or performance, and escort group back to the vehicle.

**SECTION**

~~VIP Section must be the biggest section in the club. If section is small two (2) sections will be required. This section must be completely cleared prior to artist's arrival. Artist section must be smoking friendly. Please ensure all venues provided security is aware of such.~~

All hospitality is per advance, contingent on budget, and subject to the availability of the requested items in the Addison, TX area. A reduced and modified rider will be requested during the advance. Notwithstanding the foregoing, Entertainer rider will NOT be fulfilled exactly as requested herein.

## **SWEA LEE RIDER**

### DRESSING ROOM:

#### SNACKS (Organic or Name Brands)

- X1 almond milk
- X1 grapefruit juice
- X1 pineapple juice
- X1 apple juice
- X4 pressed Juices
- X1 Pedialyte (kiwi strawberry flavor)
- X4 Ginger Beer (Fever Tree Brand)
- X6 green tea (organic, hot&cold)
- X6 coconut water (organic)
- X6 aloe vera water (organic w pulp)
- X12 Evian water (Evian Brand specifically)
- X4 ORGAIN Organic Nutrition (vanilla flavor protein drink)  
(ORGAIN BRAND SPECIFICALLY)
- X1 raw organic honey
- ~~X1 Fruity Pebbles~~
- ~~X1 Cinnamon Toast Crunch~~
- X1 honey buns (little debbies brand)
- X1 oatmeal cream pies (little debbies brand)
- X1 fig newtons
- ~~X1 loaf of bread (nature's own - HONEY wheat)~~
- ~~X1 peanut butter (skippy - smooth mix)~~
- ~~X1 strawberry jelly~~
- X4 twix
- X4 almond joy
- X4 snickers
- X1 Doritos (Variety Pack or Funyons, Nacho, Cool Ranch)
- X1 Walnuts/Mixed Nuts
- X1 Haribro Sour Gummie Bears

~~LIQOUR:~~

~~X1 Don Julio 1942~~

~~X1 Hennessy VS~~

~~X1 Patron Silver~~

ITEMS:

~~X5 Bic Lighters~~

~~X8 Backwoods (SWEET AROMATIC Flavor ONLY!!!!)~~

~~X12 Trojan Magnum Condoms~~

~~X2 iPhone Pro Chargers~~

ROOM VIBES:

~~X Speakers~~

~~X Candles~~

~~X Incense~~

~~X Bean Bags~~

~~X Blanket~~

~~BREAKFAST:~~

~~X French Toast (w/extra syrup)~~

~~X Scrambled eggs~~

~~X Turkey Bacon~~

~~X Hash Browns~~

~~X Grape Fruit Juice~~

~~X Ginger Shots~~

~~X Assorted Fruit Plate~~

~~X Oatmeal (plain)~~

~~X Turkey Sausage~~



- ~~X Baked Beans~~
- ~~X Almond Milk~~
- ~~X Cereal (wheaties, fruity pebbles, cinnamon toast crunch)~~
- ~~X Cold Press Juice~~
- ~~X Green Mint Tea~~

No meals provided. Buyout pursuant to the attached agreement will be provided.

~~DINNER/LUNCH:~~

- ~~X Rotisserie Chicken, Grilled Chicken~~
- ~~X Oxtail /Stew~~
- ~~X Pasta Bolognese~~
- ~~X Cheese Burger, American Cheese, Lettuce, BBQ sauce, Buns~~
- ~~X Tomato/Pea/Chicken Soup~~
- ~~X Edamame~~
- ~~X green beans~~
- ~~X Plain green Salad (no dressing or tomato)~~
- ~~X Peas~~
- ~~X White Rice~~
- ~~X Yams~~
- ~~X Brussel Sprouts~~
- ~~X Mashed Potatoes~~
- ~~X Baked Potato (Plain)~~
- ~~X Corn on the Cobb~~
- ~~X Fruit Bananas, Pineapple, Grapes, Melons, Exotic Fruits~~

~~CLOTHING:~~

- ~~X White T-Shirt (XS, H&M/Zara)~~
- ~~X White Crew Socks (Tall/No Logo, 9-11)~~
- ~~X White Boxer Briefs (S, Calvin Klein)~~

~~MISCELLANEOUS:~~

- ~~X package of Bic Lighters~~
- ~~X iPhone X/XS charger~~
- ~~X Shea Butter Soap (Organic Brand)~~
- ~~X Organic Toothpaste (Fluoride Free)~~
- ~~X Deodorant (Toms/Organic Aluminum Free Brands)~~
- ~~X Hair Ties~~
- ~~X Condoms (Trojan Magnum)~~
- ~~X Tooth Brush (Soft Bristle)~~
- ~~X Organic Shampoo & Conditioner (Coconut, Morocco)~~
- ~~X Candles~~

Good Vibes Only

EXHIBIT A

SWAE LEE

FOH Zachary Stansberry 470-558-5200  
 MONITORS Lester Purnell 321-356-9107  
 PRODUCTION MANAGER Anthony Moore 314-610-5005

INPUT	RACK	ALT.	INSTRUMENT	MIC/DI	STAND/NOTES ETC	STAGE POSITION	STAGE BOX
1	1		ABELTON DRUMS L	DI		MONITOR WORLD	A1
2	2		ABELTON DRUMS R	DI		MONITOR WORLD	A2
3	3		ABELTON MUSIC L	DI		MONITOR WORLD	A3
4	4		ABELTON MUSIC R	DI		MONITOR WORLD	A4
5	5		ABELTON BGV L	DI		MONITOR WORLD	A5
6	6		ABELTON BGV R	DI		MONITOR WORLD	A6
7	7		ABELTON LEAD VOX	DI		MONITOR WORLD	A7
8	8		ABELTON TIME CODE	DI		MONITOR WORLD	A8
9	9		SWAE DRY			MONITOR WORLD	A9
10	10		SWAE SPR DRY			MONITOR WORLD	A10
11	11		SWAE FX (AUTOTUNE)	Y CABLE		MONITOR WORLD	A11
12	12		SWAE SPARE FX (AUTOTUNE)			MONITOR WORLD	A12
13	13		GUEST 1	WIRELESS MIC			
14	14		GUEST 2	WIRELESS MIC			
15	15						
16	16						
17	17						
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31	31						
32	32						
33	33						
34	34						
36	36		STAGE/TALK BACK	SM58SW	STRAIGHT ROUND BASE	UPSTAGE CENTER	
37	37		PLAYBACK/TALK BACK	SM58SW		MONITORWORLD	
38	38		SR TECH SHOUT/TALK BACK	SM58SW			
39	39		FOH SHOUT/TALBACK	SM58SW			
40	40		MONITOR SHOUT/TALKBACK	SM58SW			

SUB BOXES
A - DSL - ABELTON



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

SWAE LEE SWAE LEE INCORPORATED

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

Agreement made 14 Feb 2023 between SWAE LEE INCORPORATED (hereinafter referred to as "PRODUCER") furnishing the services of SWAE LEE (hereinafter referred to as "ARTIST") and TOWN OF ADDISON/Yesenia Saldivar (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.

mutually agreed upon
as amended
Notwithstanding the foregoing, the "Addison Entertainment Agreement" is expressly attached, fully incorporated into this agreement, and shall be the controlling document in the event of a conflict.

- 1. ENGAGEMENT VENUE(S):
ADDISON CIRCLE PARK
4970 Addison Circle
Addison, TX 75001
USA

- 2. DATE(S) OF ENGAGEMENT: Fri 02 Jun 2023
a. Number of Shows: 1
b. Show Schedule(s): TBA: Doors
06:30 PM: Support - TBA; (90 min.)
08:30 PM: Support - Pending: Emerald City Band; (90 min.)
10:30 PM: SWAE LEE; (60-75 min.); Confirmed; to close
12:00 AM: Curfew; Not hard out

- 3. BILLING (in all forms of advertising):
Festival Billing

- 4. COMPENSATION: Compensation includes ground transportation, airfare, hotel, and backline, all Artist responsibility.
\$115,000.00 USD (One Hundred Fifteen Thousand U.S. Dollars) flat GUARANTEE.
DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

- 5. PRODUCTION AND CATERING:
- Purchaser to provide and pay for FESTIVAL production, to be advanced. See attached technical pack of the equipment provided for this engagement.
Production Contact: Samantha Juels
+1(732) 818-9600 (off.)
samantha@degv.com

- 6. TRANSPORTATION AND ACCOMMODATIONS:
a) Air transportation: Artist responsibility
b) Accommodations: Artist responsibility
c) Air freight and excess baggage: Artist Responsibility
d) Ground transportation: Purchaser to provide and pay for professional car service as required by Artist between venue and hotel, provided the hotel is within event city Artist Responsibility.

- e) Meals and incidentals: Festival catering or a buyout in the amount of \$50 / person will be provided at Purchaser sole discretion.
- f) Other: Backline is Artist Responsibility.

Any changes to the above-mentioned arrangements are subject to the ~~sole and exclusive~~ prior written approval of PRODUCER and PURCHASER ~~mutual agreement~~

7. **SPECIAL PROVISIONS:**

Artist may not perform within 100 miles of Addison, TX for six (6) months prior and zero (0) days after the show date, without the written consent of Purchaser.

8. **ARTIST RIDER:**

PURCHASER shall provide and pay for all ~~terms and conditions~~ <sup>mutually agreed on</sup> contained in the ARTIST rider and shall fully comply with all ~~provisions~~ <sup>mutually agreed on</sup> thereof.

9. **CURRENCY AND EXCHANGE RATE:**

~~Notwithstanding the foregoing, PRODUCER shall provide and pay for all mutually agreed on terms and conditions contained in the Addison Entertainment Agreement attached hereto and comply with all provisions thereof.~~

where expressly stated

10. **PAYMENT TERMS:**

a. **DEPOSIT in the amount of \$28,750.00 USD** shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC (25% deposit upon receipt of Fully Executed Contract, Certificate of Insurance, W-9 and Invoice.)

**DEPOSIT in the amount of \$28,750.00 USD** shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **02 May 2023**; (25% deposit at 30 days prior to performance.)

All deposit payments shall be paid via ~~certified or cashier's~~ <sup>Town of Addison company</sup> check sent to:

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

Final balance to be paid directly to Swae Lee Incorporated via Town of Addison company check handed to the Producer representative immediately following the Artist performance.

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: Town of Addison / REF: Swae Lee / Jun 02, 2023  
 WME booking code: PAC 997977

*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~~ <sup>Town of Addison company</sup> check or bank wire (as designated by PURCHASER), PRODUCER), to be received by PRODUCER not later than ~~prior to the first show of the Engagement.~~

~~e. 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:**

EXHIBIT A

	CAP.	TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Fri 02 Jun 1:30 PM	10,000	GA Standing	\$15.00	0	0	10,000								\$15.00	\$150,000.00
	10,000			0	0	10,000									\$150,000.00

**SCALING NOTES:**

- Outdoor Show / Rain or Shine
- GA admission: \$15
- Children 6-12 admission: \$5
- Artist Comps: TBD

ADJUSTED GROSS POTENTIAL:	\$150,000.00
TAX:	
NET POTENTIAL:	\$150,000.00

**12. EXPENSES:**

N/A

**13. MERCHANDISING:**

Artist sells; All Merchandise: 80.00% of proceeds to ARTIST. MFN

**14. VISAS AND WORK PERMITS:**

Artist Responsibility.

**15. TAXES:**

PRODUCER is required to pay income tax on net earnings in accordance with the laws of the Internal Revenue Service (IRS). For the avoidance of doubt, the compensation paid to the Producer for this engagement is not considered income tax free regardless of the tax status of the PURCHASER.

**MUTUALLY AGREEABLE PROVISIONS OF**

**AND PURCHASER**

~~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.~~ **NOTWITHSTANDING THE FOREGOING, THE ADDISON ENTERTAINMENT AGREEMENT ATTACHED HERETO SHALL BE THE CONTROLLING DOCUMENT. IN THE EVENT OF A CONFLICT, THE PROVISION IN THE ADDISON ENTERTAINMENT CONTRACT SHALL PREVAIL.**

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

By:

TOWN OF ADDISON  
~~Yesenia Saldivar~~ David Gaines, City Manager  
 5300 Belt Line  
 Bedford, TX 75001  
 USA  
  
 Care of: Jeff Hyman  
 Degy Booking International, Inc.  
 3803 Brookfield Dr.  
 Champaign, IL 61822  
 USA

By:

*Jeremy Ellis*  
 SWAE LEE INCORPORATED  
 Fed ID: 84-2612011

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

Notwithstanding the foregoing, PRODUCER shall provide and pay for all mutually agreed on terms and conditions contained in the Addison Entertainment Agreement attached hereto and comply with all provisions thereof.

where expressly stated

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 via Town of Addison Check

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~~ reasonable and industry standard and all necessary ~~first class~~ reasonable 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~~ reasonable and industry standard 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. Reasonable efforts will be made to meet the needs of the ARTIST rider. ARTIST acknowledges that not all the requested equipment may be available due to engagement location.
- (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.~~ and PRODUCER (to the extent applicable to PRODUCER/ARTIST) for the Purchaser's responsibilities
- (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). unless a result of PRODUCER/ARTIST negligence and willful misconduct.
- (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. sole intentional wrongful conduct

D. PRODUCTION CONTROL

EXHIBIT A

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of <sup>only this</sup> 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. <sup>PRODUCER/ARTIST must notify PURCHASER if such time a performing personnel is changed.</sup>
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. <sup>approved</sup> PURCHASER agrees that no performers other than those to be <sup>reasonably</sup> 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 <sup>reasonably</sup> promptly comply with PRODUCER's directions as to stage settings for the performance hereunder. <sup>pending Purchaser approval.</sup>
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE Addison Entertainer Agreement section 4.3(c) controls

~~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 Purchaser reserves the <sup>reasonably</sup> right to delay the performance due to safety concerns.

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.~~ <sup>reasonable and documented</sup> **Condition deemed unsafe by state or local public safety officials**

G. PRODUCER'S RIGHT TO CANCEL

**No cancellation policy will be granted.**

~~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

**ARTIST related**

PRODUCER shall have the exclusive right to sell ~~any~~ 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. **85/15 (soft) 100 to Artist (hard)**



Producer acknowledges that Purchaser cannot prevent attendees from non professional photography/recording, and use of cell phones by attendees will not put Purchaser in breach of this provision provided Purchaser use good faith efforts to prevent it and to stop either photography/recording should Purchaser become aware of it.

**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, unless as a result of ARTIST and PRODUCER negligence and/or willful misconduct.

**K. PURCHASER DEFAULT** Purchaser must be notified in writing about possible breach, failure or the like. Upon receipt, the Purchaser shall have a reasonable amount of time to cure alleged breach, failure or the like.

prior to Performance that will materially and adversely affect the Engagement

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

non-refundable, reasonable and documented

~~(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(s) 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**

Pursuant to the Town of Addison Insurance Addendum as amended

~~(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.~~

Each party is responsible for their own negligence and willful misconduct. Pursuant to Section 6 of the attached Addison Entertainment Agreement.

~~(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**

**EXHIBIT A**

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. E-mail is an acceptable form of notice provided the receiver has provided evidence of receipt.

**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~~ contained within the Addison Entertainment Agreement shall control.

**P. LIMITATION OF LIABILITY**

~~unless as a result of PRODUCER and/or ARTIST negligence and willful misconduct~~

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

**Q. MISCELLANEOUS PROVISIONS**

- (1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
- (2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.
- (3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.
- (4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in

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

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

(6) This Agreement shall be construed in accordance with the laws of the State of ~~Tennessee~~ <sup>Texas</sup> 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~~ <sup>Addison, Dallas</sup> County in the State of ~~Tennessee~~ <sup>Texas</sup> 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~~ <sup>Addison, Dallas</sup> County in the State of ~~Tennessee~~ <sup>Texas</sup> and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

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

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

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, ~~AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.~~

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

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