

EXHIBIT A

apa

AGENCY FOR THE PERFORMING ARTS, INC.
NEW YORK LOS ANGELES NASHVILLE

Contract:	1 / 1
Received Deposit: \$	
Date:	1 / 1

Agreement made this date, Tuesday, January 6, 2015, by and between Big Horse Inc. (hereinafter referred to as Artist) and Winterset Concert Events (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

CONTRACT #: 107531

ARTIST(S): Chris Cagle 100% Headline
VENUE: Adams County Fair - Adams County 9755 Henderson Road, Brighton, CO 80640
Phone: **Fax:**
DATE(S): Wed. August 5, 2015

Artist to Perform one (1) set approximately 75-90 minutes in length.

TICKETS:	Quantity	Grs Price	Cmp/Kls	Deduct	Net Price	Discriptn	No. Days/Shws:	1 / 1
	5,000 @	\$0.00			\$0.00		Load In:	Per advance
							Snd Chk:	Per advance
							Doors Open:	TBD
							Showtime(s):	7:00pm
							Onstage:	7:00pm
							Ages:	
							Curfew:	

GP: \$0.00	Capacities	Merchandising
Tax:	Per Show: 5,000	Artist sell: 80/20 %
Net: \$0.00	Total lts: 5,000	Build sell:

Scaling Notes: Ticket prices: Free Show.

TERMS: \$22,500.00 Flat Guarantee
 Flat.

PLUS Purchaser agrees to provide and pay for sound and lights to meet with artist's specifications and approval.
 Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full.

ADDITIONAL PROVISIONS:

Purchaser shall provide and pay for, as per Artist's specifications, any and all rider requirements.

For approved ads, please go to: <http://www.tourdesign.com/chris-cagle/chris-cagle.html>

Artist requested for meet and greet for 35 people at artist's convenience.

Radius clause: 160 miles, from time offer is accepted till 30 days after.

Event does not provide bus stock, alcohol or tobacco products, food or drink for offsite consumption, clothing items, or laundry service.

Event will use artist supplied ad mats, but will not pay for them.

Event reserves the right to permit the stage sponsor to place signage around or adjacent to the stage during artist's performance. No sponsor signage directly on the stage without artist approval.

Children Show: Artist to be paid rain or shine

OTHER ACT(S): Kory Brunson Support**PAYMENTS:** \$11,250.00 US deposit made payable to APA, Inc. by cashier's check or bank wire only due by: July 5, 2015

Signed contracts and riders due by: February 16, 2015

THE BALANCE OF THE GUARANTEE SHALL BE PAID TO THE ARTIST OR ARTIST'S REPRESENTATIVE UPON DEMAND DAY OF SHOW VIA CASH, CERTIFIED/CASHIER'S CHECK, OR MONEY ORDER ONLY!

Artist's certified/cashier's checks should be made payable to Big Horse Inc.

Agency for the Performing Arts, Inc. Bank Wire Information
Union Bank of California ABA#: 122 000 496 Account#: 4780064698 9460 Wilshire Blvd., Beverly Hills, CA 90212

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement. and shall be signed by all parties to this contract.

This contract and its attachments may be executed and exchanged electronically or by fax.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Big Horse Inc.

Fed ID #: 62-1829202

X Big Horse Inc.
 c/o APA, Inc. 3010 Poston Ave.
 Nashville, TN 37203

615 297 0100

Fax: 615 297 5434

BOOKING AGENT: Frank Wing

Winterset Concert Events

Raymond H. Gonzales

X

c/o xondra@wintersetconcertevents.com 181 Brooke Castle Drive
 Hermitage, TN 37076

615-754-5003

Fax:

CONTACT: Xondra Merrill

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 13th day of February 2015, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Agency for the Performing Arts, INC., located at 3010 Poston Avenue, Nashville, Tennessee 37203 hereinafter referred to as the "Contractor." The County and the Contractors may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the Contracts attached hereto as Exhibit A, Exhibit B, and incorporated herein by reference. Should there be any discrepancy between Exhibit A, Exhibit B and this Agreement, the terms and conditions of this Agreement shall prevail.
- 1.2. The following provisions of Exhibit A are altered as follows:
 - 1.2.1 Work Permits and Visas: Paragraph deleted in its entirety.
 - 1.2.2 Confidentiality: Purchaser is a public entity subject to the Colorado Open Records Act (CORA). In the event of conflict between the terms of this agreement and CORA, the terms of CORA shall prevail.
 - 1.2.3 Indemnification: Paragraph deleted in its entirety.
 - 1.2.4 Insurance: Paragraph deleted in its entirety.
 - 1.2.5 Artist's Cancellation: Paragraph deleted in its entirety.
 - 1.2.6 Merchandising: Sales of merchandise shall be an 80/20% Artist/Purchaser split.
 - 1.2.7 Entire Agreement: This Agreement shall be construed in accordance with the laws of the State of Colorado, and the state and federal courts in Adams County in the State of Colorado shall have exclusive jurisdiction over any matters pertaining hereto.
- 1.3. The following provisions of Exhibit B are altered as follows:
 - 1.3.1 Section VII, D Cancellation: Paragraph deleted in its entirety.
 - 1.3.2 Section VII, F Change of Law Forum: The parties hereto consent to venue in Adams County, State of Colorado, in any such court action.
 - 1.3.3 Section VII, G Miscellaneous: Paragraphs deleted in entirety.
 - 1.3.4 Section VIII, E Confidentiality: Purchaser is a public entity subject to the Colorado Open Records Act (CORA). In the event of conflict between the terms of this agreement and CORA, the terms of CORA shall prevail.
 - 1.3.5 Section IX, E: Paragraph deleted in its entirety.
 - 1.3.6 Section X, B, 1: Paragraph deleted in its entirety.
 - 1.3.7 Section X, B, 2: the word "room" shall now read "tent."
 - 1.3.8 Section XVII, A, B, C, D: Paragraphs deleted in entirety. Final Catering arrangements to be determined 30 days prior to event.
- 1.4. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractors) to be performed by the Contractors. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the

2. **RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractors to enable the Contractor's performance under this Agreement.

3. **TERM:**

3.1 **Term of Agreement:** The Term of this Agreement shall be from the date of this Agreement through August 21, 2015.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractors for services furnished under this Agreement, and the Contractors shall accept as full payment for those services, the sum of: \$22,500.00.

4.1 Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1 **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of

damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:

8.1 Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. General Aggregate: \$2,000,000

8.2 Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1 Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2 Personal Injury Protection: Per Colorado Statutes

8.3 Workers' Compensation Insurance: Per Colorado Statutes

8.4 Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1 Each Occurrence: \$1,000,000

8.4.2 This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5 Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1 Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2 The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3 Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6 Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7 Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8 Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. TERMINATION:

9.1 For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

9.2 For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

10.1 Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

10.2 Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, *et seq.*, C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.3 OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

10.4 Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or

audit by authorized Federal, State, or County personnel.

- 10.5 Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6 Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7 Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8 Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Parks and Open Space
Contact: Melanie Snodell
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado 80601
Phone: 303.637.8027
E-mail: MSnodell@adcogov.org

Department: Adams County Purchasing
Contact: Ben DeRomanis
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6043
E-mail: bderomanis@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Agency for the Performing Arts
Contact: Frank Wing
Address: 3010 Poston Avenue
City, State, Zip: Nashville, Tennessee 37203
Phone: 615.297.0100

- 10.9 Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10 Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11 Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

11.1 The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

11.2 The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

11.3 The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

11.4 At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

11.5 The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

11.6 If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

11.7 Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the

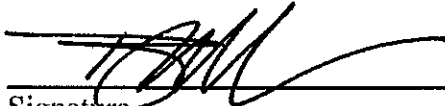
Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

- 11.8 If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Adams County Manager's Office



Signature

13 Feb 2015
Date

Raymond H. Gonzales
Printed Name

Deputy County Manager
Title

Agency for the Performing Arts


Signature


9 March 2015
Date

Frank J. Wing
Printed Name

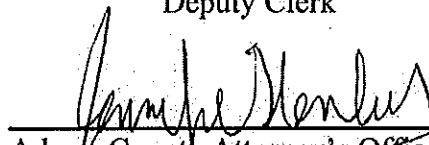
VP/Agent
Title

Attest:

Stan Martin, Clerk and Recorder


Deputy Clerk

Approved as to Form:


Adam's County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2015,

by _____,

Notary Public

My commission expires on: _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

APR, INC
Company Name

9 March 2015
Date

[Signature]
Signature

FRANK J. LEON
Name (Print or Type)

VP / Agent
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



STANDARD TERMS AND CONDITIONS

PRODUCTION CONTROLS: Artist shall have sole and exclusive creative control over the production, presentation and performance of Artist's engagement hereunder and any changes thereto. Purchaser agrees to comply promptly with the directions of Artist or Artist's representative concerning stage settings for Artist's engagement hereunder.

ARTIST'S COMPENSATION: Purchaser shall first apply any and all receipts derived from Artist's engagement hereunder toward the payments required to be made by Purchaser hereunder. If payment to Artist is based in whole or in part on receipts from Artist's engagement, Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, all of which shall be the sole responsibility of Purchaser.

BALANCE OF GUARANTEE: The balance of the Guarantee shall be paid to Artist via bank wire no later than the scheduled engagement date if Purchaser fails to present the engagement.

OVERAGES: All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by cash or cashier's check only.

ROYALTIES: Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder.

BRD WORK PERMITS AND VISAS: Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (i) will be relieved of any further obligations Artist may have pursuant to this Agreement; (ii) shall have the right to retain all monies previously paid by Purchaser; and (iii) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas.

CONFIDENTIALITY: Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative.

BRD SEE SECTION 1.2.2

ARTIST'S RIGHT TO PAYMENT OF GUARANTEE IN ADVANCE: If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder; or (c) Artist has good faith reason to believe the Engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s) and Purchaser agrees to remit full payment of the Guarantee to Artist via bank wire promptly upon request.

BILLING: Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.

USE OF ARTIST'S NAME AND IMAGE: Purchaser may only use Artist's name and pre-approved voice, photograph, likeness, image or other identification of Artist in connection with Purchaser's advertisements and publicity for Artist's engagement hereunder. Purchaser may not use Artist's name, voice, photograph, likeness, image or other identification of Artist as a direct or implied endorsement of any product or service. There shall be no corporate or product or service name or logo included in any such advertising or publicity without the prior written approval of Artist or Artist's representative obtained in each instance. Notwithstanding the foregoing, the placement, form, content, appearance and all other aspects of Purchaser's use of Artist's name, voice, photograph, likeness, image or other identification of Artist shall at all times be subject to the prior written approval of Artist or Artist's representative.

MERCHANDISING: 6AD Artist shall have the exclusive right to sell merchandise in connection with Artist's engagement hereunder, including but not limited to, soft goods (e.g. T-shirts), souvenir programs, photographs, posters, stickers and CDs, on the premises or otherwise, and Purchaser shall have no right to share in the proceeds from the sale of such merchandise. **SEE SEC. 1.2.6**

NO REPRODUCTION PERMITTED: Purchaser will not and will not permit or authorize others (including, but not limited to, venue employees, representatives and contractors) to record, broadcast, photograph or otherwise reproduce in any manner the audio or visual performance by Artist or any part thereof.

STAGE SEATS: It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.

PROMOTION: Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative.

TICKETS: All tickets shall be numbered. No tickets shall be priced at higher than the agreed upon price (exclusive of tax) without the prior written approval of Artist or Artist's representative. If ticket price scaling is varied in any manner, the percentage of compensation payable to Artist shall be based on whichever of the following is more favorable to Artist: (i) the ticket price scaling set for in the underlying Agreement or as otherwise agreed in writing by the parties; or (ii) the actual ticket price. There shall be no dynamic ticket pricing without the prior written approval of Artist or Artist's representative. Any inclusion of Artist's engagement hereunder in a subscription or series offer shall be subject to the prior written consent of Artist or Artist's representative.

BRO INDEMNIFICATION: Purchaser shall defend, indemnify and hold harmless Artist, and any and all employees of Artist and any and all representatives of Artist from and against any and all costs, claims, expenses (including attorneys' fees and court costs), liabilities, damages, losses or judgments arising out of or in connection with, any claim, action or demand sustained as an indirect or direct result of, Artist's engagement hereunder.

BRO INSURANCE: Purchaser shall add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of Five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as promoter and operator of the Venue. In addition, Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance. Purchaser shall provide evidence of the required insurance coverage prior to Artist's engagement hereunder.

PURCHASER'S DEFAULT/CANCELLATION: If, on or before the date of Artist's engagement, Purchaser fails or refuses to perform any contractual obligations relating to Artist's engagement herein and/or any contractual obligation with any other performer, or if the financial status of Purchaser has been impaired, or in the opinion of Artist or Artist's representative, is unsatisfactory, Artist shall have the right to demand payment of the full Guarantee. If Purchaser fails or refuses to make such payment, then such failure shall be deemed a material breach of this Agreement, and Artist shall have the right, without prejudice to any other rights or remedies, to: (i) immediately terminate this Agreement and cancel Artist's engagement hereunder; (ii) retain all amounts previously paid to Artist by Purchaser; (iii) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

BRO ARTIST'S CANCELLATION: Purchaser agrees that Artist may cancel Artist's 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 this agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist 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.

FORCE MAJEURE: If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind 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 Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist 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), Purchaser shall nevertheless pay Artist 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 due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Purchaser'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 which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

INCLEMENT WEATHER: Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement 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 Artist's crew and entourage.

LIMITATION OF LIABILITY: In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

NOTHING CONTRARY TO LAW: Nothing herein contained shall require the commission of any act contrary to law or contrary to the restrictions of any guild or union having jurisdiction over Artist's engagement hereunder. In the event of any conflict between any provision of this Agreement and any such law or restriction, such law or restriction shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

ENTIRE AGREEMENT: These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control. This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of ~~California~~ **COLORADO** and the state and federal courts located in ~~Los Angeles~~ **ADAMS** County in the State of ~~California~~ **COLORADO** shall have exclusive jurisdiction over any matters pertaining hereto. **ADAMS** **COLORADO**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic delivery shall be deemed a valid and binding original.

I. GENERAL INFORMATION

CONTACT: Any questions and/ or correspondence should be directed to:

MANAGEMENT:

Big Horse Management
Phone: 216.965.4668

BOOKING AGENCY:

Jeff Howard
APA
3010 Poston Avenue
Nashville, TN 37203
Phone: 615.297.0100
Fax: 615.297.5434
jhoward@apanashville.com

PUBLIC RELATIONS:

Michael Nash
Big Horse Inc
216.965.4668
roadmanagemike@gmail.com or
mikenash25@aol.com

TOUR MANAGER:

Mike Nash
216.965.4668
roadmanagemike@gmail.com or
mikenash25@aol.com

Production Manager

Donald Obenauer
407.435.0260
Donaldbobenauer@yahoo.com

BILLING AND PROMOTIONS

- A.) **ADVERTISING:** ARTIST will receive one-hundred percent (100%) sole star billing in ANY and ALL press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, newspapers, programs, fliers, signs, lobby boards, and marquees. No other name or photograph shall appear in larger type with respect to size, thickness, boldness, and prominence of type accorded CHRIS CAGLE. The official photograph to be used in all publications and/or advertisements will be sent to PURCHASER by arrangements with ARTIST and/or ARTIST'S representative. NO OTHER PHOTOGRAPHS ARE PERMITTED.
- B.) **BILLING:** BILLING and PERFORMANCE shall read:
CHRIS CAGLE (100%)
- C.) **PUBLICITY:** PURCHASER will use only publicity material provided by ARTIST and/or ARTIST'S representative and further agrees that all advertising and publicity is subject to ARTIST and/or ARTIST'S manager's approval, prior to release. If any assistance is needed with this material, please contact ARTIST'S publicist.

- D.) **INTERVIEWS AND APPEARANCES:** ARTIST and/or ARTIST'S publicist reserves the right of approval, in writing, of any and all radio, television, newspaper, and/or magazine interviews made in conjunction with PERFORMANCE. PURCHASER further agrees not to commit CHRIS CAGLE to any personal appearances, interviews, photos, meet and greets, or any other type of promotional appearances without prior written consent of ARTIST'S publicist.

III. ADMISSIONS TO PERFORMANCE

- A.) **ADMISSIONS:** Admission for PERFORMANCE hereunder shall not be restricted due to race, religion, color, creed, of the elements thereof.
- B.) **COMPLIMENTARY TICKETS:** PURCHASER shall provide twenty-five (25) complimentary tickets and/or cover charges, if applicable, per show segment of PERFORMANCE. These seats shall be located in the center of the house within the first twenty (20) rows. Any unused tickets will be returned and may be placed on sale the day of PERFORMANCE.

IV. OPENING ACTS

- A.) The appearance of another act or acts on the same bill as ARTIST shall be subject to ARTIST and/or ARTIST'S manager approval. Length of said act's(s) set shall be predetermined to allow for adequate time to rearrange the stage between performances and still allow ARTIST to perform entire show at designated time.
- B.) PURCHASER shall indemnify and hold ARTIST harmless from any and all liability for damage to any and all equipment owned by, placed on the stage by, or used by any other acts.
- C.) ARTIST shall, in ARTIST'S sole discretion, determine whether any opening act(s) shall use any of ARTIST'S equipment.

V. SPONSORSHIP

All forms of sponsorship, whether part of an ongoing series specifically for ARTIST'S PERFORMANCE, must be authorized in writing by ARTIST'S manager prior to PERFORMANCE.

VI. PAYMENT

- A.) Payment to ARTIST for PERFORMANCE shall be made, in full to ARTIST'S representative prior to PERFORMANCE. Said payment shall be made only by **CASH OR CASHIER'S CHECK.**

- B.) In case payment or any part thereof of PERFORMANCE hereunder is based on a percentage of gross admission receipts, then such admission receipts shall be computed on the actual full admission price provided on each ticket, and, in the absence of prior written agreement by ARTIST, no ticket shall be offered or sold at a discount or premium. In the case of payment being based on percentages, as set forth above, no more than ten (10) complimentary tickets shall be offered or given away by PURCHASER, and no one authorized by PURCHASER shall be allowed into any part of PERFORMANCE venue without a ticket or free without ARTIST'S and/or ARTIST'S manager's prior written consent, with exception of ARTIST'S complimentary tickets.
- C.) In case of payment being based in whole or in part on a percentage of gross admission receipts, with return of signed contract, PURCHASER will provide to ARTIST a certified document specifying the number of tickets in each price category, broken down and then totaled to give accurate reflection of gross potential. Accompanying the ticket breakdown should be a ticket or seating chart for ticket locations and placement. Any deviation from this on the day of PERFORMANCE will constitute forfeiture on part of PURCHASER of all monies in discrepancy.
- D.) In case of payment being based in whole or in part on a percentage of gross receipts, ARTIST'S tour manager or ARTIST'S representative shall be allowed to be present in the box office at all times and shall be permitted to inspect ticket sales and otherwise determine gross receipts at each PERFORMANCE. PURCHASER shall, at ARTIST'S request, provide ARTIST with a written manifest of tickets sold and gross receipts at the conclusion of each segment of PERFORMANCE or at the end of PERFORMANCE at ARTIST'S sole option.
- E.) In case of payment being based in whole or in part on a percentage of gross admission receipts, PURCHASER agrees to have on hand, at the place and time of PERFORMANCE, for counting verification by ARTIST'S representative, all unsold tickets. Except as hereinabove provided for, ARTIST shall be compensated for all seats shown as complimentary tickets. Unless an unsold ticket is shown to ARTIST'S representative, it shall be deemed that PURCHASER has sold a ticket for that seat at the highest price for which that seat could have sold.

VII. ADDITIONAL TERMS

- A.) If before the date of any scheduled PERFORMANCE it is found that PURCHASER has not fully performed his obligations under any other agreement with any party for another engagement or PERFORMANCE or that the financial credit of PURCHASER has been impaired, ARTIST may cancel this agreement, without any penalty to, or liability by ARTIST whatsoever. In the event that PURCHASER does not perform fully all of his

obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder, which PERFORMANCE or refusal to PERFORM shall not be a waiver of any other remedies that ARTIST may have against PURCHASER, and PURCHASER shall be liable to ARTIST for damage, including but not limited to, reasonable attorney's fees and costs, in addition to the compensation provided to herein.

B.) FORCE MAJEURE: ARTIST'S obligation to furnish the PERFORMANCE hereunder, or any portion thereof referred to herein, is subject to detention or prevention by sickness, inability to perform, accidents, means of transportation, acts of God, riots, strikes, labor difficulties, epidemics, any act of order of public authority, or any cause similar or dissimilar beyond ARTIST'S control, which, in ARTIST'S sole determination, would prevent or interfere with the presentation of the PERFORMANCE.

C.) INCLEMENT WEATHER: ARTIST'S obligations hereunder shall be excused and ARTIST shall have no liability to PURCHASER if ARTIST determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), PURCHASER shall remain liable to ARTIST for the full contract price plus any percentage monies called for in the contract.

D.) CANCELLATION: ARTIST shall have the right to cancel this engagement within thirty (30) days in the event that there has been secured for ARTIST a commitment for a motion picture, television series, television "special", major television network guest appearance, "Nevada-type" engagement, "location" engagement, or a legitimate stage production which would interfere or conflict with the engagement.

Neither
Party
Can cancel
BRD mss

E.) ASSIGNMENT: PURCHASER shall not have the right to assign this agreement or any provision thereof. Nothing herein contained shall be construed as to constitute the parties hereto as a partnership or joint venture, or that the ARTIST shall be liable in whole or in part for any obligation that may be incurred by PURCHASER on PURCHASER'S carrying out, or failing to carry out, any provisions hereof or otherwise. The person executing this agreement on PURCHASER'S behalf warrants his authority to do so.

F.) CHANGE OF LAW FORUM: In the event of any default, dispute, or breach of this agreement requiring court action, the prevailing party shall be entitled to recover reasonable attorney's fees, expensed and court costs. The parties hereto consent to venue in Davidson County, State of Tennessee, in any such court action.

BRD

Adams County Colorado

G.) MISCELLANEOUS: PURCHASER shall secure and continually maintain comprehensive general liability insurance, including promoter liability coverage (with a financially responsible insurance company having a current A.M. Best's rating of not less than A Excellent) as respects to each concert event, facility and site of performance (including, without limitation, load-in to load-out), to protect against any and all bodily injury, property damage, personal injury, liquor liability, any claims related to The American Disabilities Act and third party claims in the enforceable amount of not less than

BRD

One Million Dollars (\$1,000,000) per occurrence with any deductible to paid by PURCHASER. PURCHASER further agrees to provide full all-risks insurance coverage for all equipment and instruments provided by ARTIST and/or his employees, contractors, and agents against fire, vandalism, theft, riot, or any other type of act or event causing harm or damage to, or loss of, the instruments and equipment provided. Evidence of this coverage must be presented to ARTIST upon request.

BRD

As evidence of such insurance the PURCHASER will provide a certificate of insurance naming THE ARTIST'S TOURING COMPANY, THE ARTIST INDIVIDUALLY and their agent for the Engagement, as additional named insureds. This certificate of insurance should be submitted to THE ARTIST for their approval 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 obligations. PURCHASER shall still be solely responsible for providing all of such insurance and PURCHASER shall be fully liable for its failure to provide or cause to be provided the same.

BRD

PURCHASER shall maintain in effect worker's compensation insurance covering all of their employees, including those who are involved in the installation, operation or maintenance of the equipment provided by THE PURCHASER.

The Worker's Compensation Insurance should be shown on the required Certificate of Insurance.

BRD

VIII. AGREEMENT

- A.) This Rider, and the aforesaid contract, constitute the entire agreement between the parties hereto and may not be changed. Agreement shall be construed in accordance with the laws of the State of Tennessee. Nothing in this agreement shall require the commission of any act contrary to law or PERFORMANCES hereunder or any element thereof, and wherever or whenever there is any conflict between any provision of this agreement, and any such law, rule or regulation, then that law, rule or regulation prevails, and this agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflicts.
- B.) If any provision of the agreement shall be prohibited by law, or by court decree, or by impossibility of PERFORMANCE, that provision shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of the agreement.
- C.) The captions in this agreement are inserted for convenience of reference only, are not part of this agreement, and in no way define, describe, or limit the scope or intent of this agreement.
- D.) This agreement is voidable, at ARTIST'S sole option, unless executed by PURCHASER and returned to ARTIST within three (3) weeks of issuance.
- E.) The conditions of this contract shall be confidential. SEE SECTION 1.3.4

BRD

IX. GENERAL INFORMATION

- A.) To the PURCHASER of this production, please understand that the items required below are necessary for CHRIS CAGLE to provide the best possible show for the PURCHASER and his patrons. In order to fully understand our production, please examine all parts of this rider. After reading each page, PURCHASER is asked to initial in the space provided at the bottom left of each page. Failure to provide initials will constitute PURCHASER'S acceptance of all conditions set forth on said page.
- B.) PURCHASER and/or PURCHASER'S representative agree that any changes regarding stage call times, personnel of production requirements (ours or other parties') will be subject to approval by ARTIST or ARTIST'S representative.
- C.) PURCHASER and/or PURCHASER'S representative must be present from first call time of the day until completion of load-out.
- D.) Please forward any and all information contained within to the appropriate parties concerned (staging, sound, catering, etc.).
- E.) Hotel rooms are to be provided as follows: ~~Twelve (12) Single Hotel Rooms~~. Please book the rooms ASAP at a Holiday Inn or a comparable hotel. If possible, the rooms should be close together, on ground floor, close to parking and prepared for early arrival. Hotel ~~parking lot~~ must be capable of accommodating the bus. *no lodging offered BRD per offer*

X. BASIC PRODUCTION NOTES

A.) TRANSPORTATION/PARKING:

- 1.) PURCHASER will ensure that ARTIST'S bus and any other vehicles used by ARTIST for transportation to venue will have clear access to and from PERFORMANCE venue. This will include payment of any towing costs incurred as a result of PURCHASER'S failure to comply with the terms of this paragraph.
- 2.) Parking should be provided as close to dressing room as possible for one (1) forty-five foot (45') bus with trailer. If parking is available only on the street, space must be blocked off prior to arrival.
- 3.) All parking areas will have dry, clear passage to and from stage and/or dressing room areas.
- 4.) One (1) 220 volt, 60 amp, single phase electrical service is needed for the bus. This service must be located within one-hundred feet (100') of parking area. An experienced electrician, familiar with the venue, must be present when shore power is connected.

B.) DRESSING ROOMS:

- 1.) One (1) clean, well-lit lockable dressing room is needed. This dressing room should have restroom and shower facilities (mirrors, hot water, soap, and towels). Dressing room should be heated or air-conditioned to maintain a temperature between 65 and 75 degrees with a window that opens; if possible. 110v electrical power is needed for tuning. A sofa, table, and chairs are requested. ARTIST will not be required to share this room with any other performers or crew. For dressing room catering requirements, see Catering Rider (section VIII).
- BRD 2.) ARTIST needs a ~~room~~ ^{TENT} in the backstage area to accommodate up to fifty (15) people for ARTIST'S "meet and greet" and fan club either before or after the PERFORMANCE at Road Manager's discretion. This room should have two (2) tables and six (6) chairs for ARTIST to greet his guests and sign autographs.
- 3.) It is understood that some venues will not have these facilities. Please advise ARTIST'S production manager upon advancement.

C.) BANDING EQUIPMENT:

- 1.) ARTIST reserves the option to use any and all of ARTIST'S own equipment. No assumptions should be made to use ARTIST'S and/or ARTIST'S band's equipment by any other acts.
- 2.) PURCHASER will ensure that the stage is completely cleaned and cleared of any and all equipment before ARTIST'S arrival, with the exception of sound and lighting equipment directly associated with this PERFORMANCE.
- 3.) ARTIST and/or ARTIST'S representative will determine the placement of any and all equipment owned by, placed on the stage by, or used by any and all other acts.

XI. STAGE AND RISER REQUIREMENTS

A.) DIMENSIONS:

- 1.) Minimum usable stage size is forty feet (40') wide (excluding sound wings) by twenty-four feet (24') deep of solid interlocked construction. Stage should be at least three feet (3') high and have stair units on each side. Sound wings should be on each side but not connected to main stage if sound is not flown.
- 2.) PURCHASER agrees to supply the following risers: (1) -- 8' X 8' X 18" and (2) 8' x 8' x 1'

B.) STAGING NOTES:

- 1.) Completion of performance stage is expected NO LATER THAN ONE (1) HOUR PRIOR to earliest production call. ARTIST'S production normally takes two (2) hours to set up before sound check. These two (2) hours start after staging, sound, and lights are in place. Ideally, the stage and associated risers should be built the day before the PERFORMANCE.
- 2.) The performance stage, sound wings, and all associated risers should be solidly constructed, free from holes and soft spots, and be incapable of any movement or motion.
- 3.) Back of stage should not be closer than four feet (4') to back wall of venue.
- 4.) Stage must be clear of any building overhangs.
- 5.) For outdoor performances, in addition to the above, the stage must have a secure covering a minimum of twenty feet (20') above the stage for protection of the equipment and ARTIST from rain, sun, and extreme temperatures prior to and during the PERFORMANCE.
- 6.) An adequate supply of plastic sheeting or tarps is required to cover all stage gear, lighting console, and all house and monitor electronics.
- 7.) Stair units should have handrails and be lighted.
- 8.) Sound check will require a minimum of one (1) hour after set up.
- 9.) Upon ARTIST'S arrival and through completion of sound check, venue shall remain completely closed to PUBLIC.
- 10.) Twenty (20) hand towels should be available.

XII. POWER REQUIREMENTS

PURCHASER to provide power on stage left, total of four (8) quads as following:

- 1.) Six (6) 20 amp circuits
- 2.) Two (2) 30 amp circuits

XIII. SOUND REQUIREMENTS

PURCHASER understands and agrees that to maintain the high standards of ARTIST'S sound reproductions, it is necessary that "state of the art" equipment be used for every CHRIS CAGLE PERFORMANCE. PURCHASER will provide said "state of the art" equipment for PERFORMANCE. PURCHASER may obtain a list of preferred sound contractors and acceptable equipment from ARTIST'S production manager.

A.) HOUSE SOUND SYSTEM: PURCHASER will ensure that the following are provided for ARTIST for the PERFORMANCE.

- 1.) We carry a Digidesign SC48 house mixing console with all outboard gear. In the event of a fly date this is the required console.
- 2.) Sound system should be set up in stereo with two (2) electronic crossovers and subs on an aux output.
- 3.) Speakers arrays should consist of very high quality three-, four-, or five-way enclosures of proper directivities and in sufficient quantities to cover entire venue and produce a minimum of 105db at the most distant portion of the venue seating. Unequalized frequency response should be +/-3 dB, 50 Hz-18,000 Hz. No Proprietary Boxes Please!! (Line Array, Vertec, V-DOSC, or Meyer preferred) or equivalent, subject to production manager's approval.)
- 4.) Speaker system should be "flown" whenever possible.
- 5.) If fly date house sound system should also include outboard gear as advanced by FOH Engineer.
- 6.) Front of house mix position should be located on center with the performance stage at a distance no closer than fifty feet (50') and no further than one hundred feet (100'). When a center location is not possible, it is critical that the position is located directly in front of the sound wings. There must be no physical obstructions between the stage and the console. In theaters, house mix position should not be located under or on any balconies. Front of House mix position must be covered by tent and tarp if outdoor. The tent and tarp are to contain no holes. Tent and tarp to be provided and paid for by PURCHASER.
- 7.) ARTIST'S production manager will determine the placement of the house speaker system. PURCHASER understands and agrees that speaker stacks which are located behind the microphone line are not acceptable. Please discuss any seating kill problems with ARTIST'S production manager upon advancement.

- B.) MONITOR SOUND SYSTEM:** PURCHASER will ensure that the following are provided for the ARTIST for the PERFORMANCE.
- 1.) We carry a Digidesign SC48 Console
 - 2.) 8 Shure PSM900 ear units with required combiners packs and antennas.
3 packs tuned to first unit. One pack tuned to each remaining unit.
 - 3.) Drum Sub with an amplifier and crossover.
 - 4.) One talk back microphone
 - 5.) One Shure P6HW hard wired ears pack and cables.
 - 6.) Two channels of wireless microphones with Beta 58 capsules.
 - 7.) Two channels of wireless guitar packs with 1/4" cables.
 - 8.) One foot switch for xlr, hold to activate line.
- C.) INTERCOM:** Communications system between house mix position and monitor mix position must be provided. Intercom must be separate from lighting communications.
- D.) SYSTEM SET-UP TIME:** PURCHASER will ensure that the sound system is SET-UP and OPERABLE a minimum of six (6) hours prior to the start of the PERFORMANCE. It is also understood and agreed that ARTIST may check sound during said period of six (6) hours prior to start of the PERFORMANCE at a time solely determined by ARTIST.
- E.) SYSTEM TECHNICIAN:** PURCHASER will provide a technician familiar with the sound system for both the house and monitor systems from load-in until the end of the PERFORMANCE. This technician will have the sound system in working order by ARTIST'S designated load-in time and will maintain the system in working order throughout the PERFORMANCE.
- F.) SYSTEM CONTROL:** ARTIST'S representative will, at all times, have complete control over the sound mixing and house volume.
- G.) SOUND SYSTEM ADEQUACY:** PURCHASER specifically understands and agrees that the sound system must be adequate, in ARTIST'S sole opinion, and that, should said sound system not be of a quality and power capacity deemed adequate by ARTIST, ARTIST may, at ARTIST'S sole option, refuse to perform until said sound system is deemed by ARTIST to be adequate. Should the sound system not be deemed to be adequate at the time of the PERFORMANCE, ARTIST may refuse to perform and any amounts due to ARTIST for the PERFORMANCE will be paid to ARTIST regardless of ARTIST'S refusal to perform.

XIV. LIGHTING REQUIREMENTS

PURCHASER agrees to provide, at PURCHASER'S sole cost and expense, adequate stage lighting and accessories. PURCHASER will ensure the following are provided for ARTIST for the PERFORMANCE.

A.) LIGHTING INSTRUMENTS:

- 1.) Large venues (more than one thousand (1,000) seats – Two (2) trusses (one (1) front, one (1) rear), each with a minimum of fifty (50) 1000w PAR lighting instruments per truss and two (2) spotlights with qualified operators and communication to each.
Small venues (less than one thousand (1,000) seats – Two (2) trusses (one (1) front, one (1) rear), each with a minimum of twenty (20) 1000w PAR lighting instruments per truss and two (2) spotlights with qualified operators and communication to each.

- 2.) Lighting system should be "flown" whenever possible.

- B.) LIGHTING CONSOLE:** Console should be "state of the art" quality and in good repair.
- C.) DIMMERS:** Dimmers should be "state of the art" quality and of more than sufficient numbers and power to cover the above instruments as well as any added special effects lighting.
- D.) BACKDROP:** A black backdrop should be supplied to cover any areas backstage.
- E.) LIGHTING SYSTEM SET-UP TIME:** PURCHASER will ensure that the lighting system is SET-UP and OPERABLE, ready to focus, at least six (6) hours prior to start of PERFORMANCE.
- F.) SYSTEM TECHNICIAN:** PURCHASER agrees to provide an experienced technician familiar with the lighting system from load-in until end of PERFORMANCE to set up, focus, and operate lighting system per instructions from ARTIST'S representative.

XV. LOCAL LABOR

PURCHASER will provide, at his sole cost and expense, the following labor:

LABOR CALL:	LOAD-IN	SHOW	LOAD-OUT
Loaders	6	-	6
Stage Hands	3	4 (deck)	3
Electricians	-	1 (house lights)	-
Spot Operators	-	2	-
Runner - NEEDED WITH VEHICLE FROM LOAD-IN UNTIL COMPLETION OF LOAD OUT.			

- A.) **LOADERS:** If loaders and stagehands are not separate calls, the same total numbers still apply as listed in Labor Call above.
- B.) **STAGEHANDS:** There should be no overlap between duties of stagehands, security and ushers. Maintaining a consistent crew is critical in that a smoother load-in and load-out is possible.
- C.) **ELECTRICIANS:** Unless electrician is a separate labor call (building staff, contract electrician, required union electrician), this position can be filled and included as one of the stagehands called.
- D.) **SPOT OPERATORS:** Requires experienced personnel.
- E.) **RUNNER:** Should be of legal age to operate a car at their disposal all day long. Runner's vehicle should be in good working order and be capable of carrying up to eight (8) adults comfortably. The runner should have no overlapping duties, such as running for the caterer or venue. The runner must be able to handle money and be responsible for the money handled.

XVI. SECURITY

- A.) **SECURITY GUARDS:** PURCHASER will guarantee at least two (2) security guards for stage, dressing rooms, and bus protection of ARTIST and ARTIST'S band and crew, their instruments and property from the time of load-in until load-out is completed after PERFORMANCE. This security will also include "FRONT OF STAGE" security during PERFORMANCE.
- B.) **OVERNIGHT:** If ARTIST is doing two (2) or more PERFORMANCES in one (1) location, or if an early load-in situation requires ARTIST and band to leave equipment at venue overnight, a security person will be needed from the official time the work ends until the official time the work begins the following day. ARTIST'S representative will provide specific times.

- C.) INSTRUMENTS: PURCHASER will be liable for any damage to and/or theft of, ARTIST'S and ARTIST'S band's/crew's personal instruments and property that is directly attributable to negligence on the part of PURCHASER and/or PURCHASER'S representative should damage and/or theft occur during the said period from load-in until load-out is completed after ARTIST'S PERFORMANCE.
- D.) VEHICLES: PURCHASER will be liable for any damage to and/or theft of and/or from ARTIST'S buses or trucks that is directly attributable to negligence on the part of PURCHASER and/or PURCHASER'S representative should such damage and/or theft occur while said buses or trucks are at the PERFORMANCE premises during said period from load-in until load-out is completed after ARTIST'S PERFORMANCE.
- E.) AUTOGRAPHS: Should ARTIST decide to sign autographs, security guards will be provided by PURCHASER at PURCHASER'S sole cost and expense. The decision of ARTIST to grant autographs will be at ARTIST'S sole discretion. Under NO circumstances will PURCHASER commit ARTIST to signing.

XVII. CATERING

- A.) LOAD-IN: PURCHASER agrees to provide the following for ARTIST'S crew and band delivered to dressing room at scheduled load-in;

3 cases of bottled water Aquafina or Dasani
 6 bottles of Gatorade (Orange, Fruit Punch, Grape)
 12 20oz BOTTLES of Diet Pepsi
 24 cans of Diet Coke
 24 cans of Coke
 12 cans of Sunkist Soda
 1 Tropicana Orange Juice (lots Of Pulp)
 12 Bottles of Sparking Ice Flavored Water (Orange-Mango, Ice Tea Lemonade)
 1 case of Michelob Ultra/1 case of Corona
 1 Bottle of Crown Royal
 1 Bottle of Sky or Grey Goose Vodka
 1 Bottle of French Vanilla Creamer 24oz (LARGE)
 24 Plastic Solo Cups
 24 Insulated Solo Coffee Cups (16oz)
 1 Set of Plastic Cutlery (Spoons, Forks, Knives)
 1 bag of Ruffles
 1 bag of Nacho Cheese Doritos
 1 Box of Cheeze-Its
 1 Loaf of Wheat Bread
 1 jar of Skippy Creamy Peanut Butter
 1 Jar of Jelly (Grape)
 2 Bags of Starbucks French roast Coffee
 1/2 Gallon of 2% Milk

NO Bus stock
 per offer
 BRD

1 Box of Raisin Bran Cereal
Sugar and Sweet and Low packets
1 Bunch of Oranges, Bananas
1 Large Bag Of Peanut M&M's
1 Can of Planters Peanuts

B.) LUNCH: A meal for twelve (12) persons will be provided for ARTIST'S band and crew at a time agreed upon per advance with tour manager.

C.) DINNER: A hot meal for twelve (12) persons will be provided for ARTIST'S band and crew immediately following sound check or at a time agreed upon per advance with tour manager.

If dinner is not provided, a buy out at \$20 per person shall be substituted, paid to Tour Manager at time of load in.

D.) BUS: To be delivered to ARTIST'S bus immediately following PERFORMANCE:

2 bags Of Ice
2 Filet Steaks (Medium Rare) as advanced for Chris Cagle
1 salad with lettuce, shredded cheese, bacon, egg, with ranch dressing on the side
After show food for 12 as advanced with Road Manager

Final
Catering
will be
determined
30 days
prior to
event.

BRD

XVIII. ADDITIONAL TERMS

A.) INCLEMENT WEATHER:

- 1.) In the event of rain or other weather conditions which might interfere with the PERFORMANCE, the parties will mutually determine whether PERFORMANCE will proceed. However, in the event that the PERFORMANCE is not held by reason of any such weather condition, PURCHASER shall pay ARTIST FULL AMOUNT provided for in the contract between parties. PURCHASER understands and agrees the ARTIST WILL NOT PERFORM ON A WET STAGE.
- 2.) Notwithstanding the provision in the paragraph above, in the case of an outdoor PERFORMANCE, should lightning be visible from PERFORMANCE site, ARTIST may, at ARTIST'S sole option, refuse to perform and/or discontinue PERFORMANCE, and PURCHASER shall pay ARTIST full amount provided for in the contract between the parties.

B.) RECORDING: PURCHASER will not permit the audio and/or visual recording or the audio and/or visual broadcast of all or any part of the PERFORMANCE without the express prior written consent of ARTIST and/or ARTIST'S manager. No portion of this PERFORMANCE may be broadcast, recorded, filmed, taped, or embodied in any form, for any purpose, without the prior written consent of ARTIST and/or ARTIST'S manager. PURCHASER will deny entrance to any person carrying any audio and/or video recorder.

C.) MERCHANDISE/SALES AND FAN CLUB:

- 1.) ARTIST and/or ARTIST'S representative shall have the sole and exclusive right, though not the obligations, to sell ARTIST'S products. PURCHASER further agrees and warrants that there shall be no sales or other distribution of recordings and/or other souvenir materials/products other than by ARTIST and/or ARTIST'S representative at the PERFORMANCE without the prior written consent of ARTIST'S manager.
- 2.) PURCHASER agrees to provide adequate space for ARTIST'S representative to vend ARTIST'S products and enroll fans into ARTIST'S fan club. ARTIST and/or ARTIST'S representative, at ARTIST and/or ARTIST'S representatives sole discretion, will determine location of ARTIST'S vending and fan club enrollment area. PURCHASER will provide ARTIST and/or ARTIST'S representatives with four (4) eight-foot (8') long heavy-duty tables for the use in displaying and selling ARTIST'S products and enrolling ARTIST'S fans into fan club. 110v electrical power is needed wherever ARTIST and/or ARTIST'S representative determines location to be.
- 3.) ARTIST and/or ARTIST'S representative may sell ARTIST'S products and enroll fans into club, before, during, and after PERFORMANCE.
- 4.) No percentage of sales receipts or other fee shall be paid by ARTIST and/or ARTIST'S representative to PURCHASER on any sale of ARTIST'S products.
- 5.) PURCHASER shall not be entitled to free items unless agreed upon in advance by ARTIST.

**CHRIS CAGLE BACKLINE REQUIREMENTS
(ON FLY DATES ONLY)**

- 1 Ampeg SVT Classic Bass Head
- 1 Ampeg SVT 8X10 Bass Cabinet
- 4 Vox AC 30
- 1 Nashville 400
- 1 Ludwig Drum Kit:
22" Kick, 13" Rack, 16" Floor, 14"x5 1/2" Wood Snare, 14"x6" Wood Snare,
All Necessary hardware
Cymbals:
22" Ride, 20" Projection, 20" custom crash, 15" Hats
- 1 Hammond B3
- 1 Leslie 147 speaker
- 1 Motif 88 keyboard
Keyboard stand (None if Hammond is full B-3/ 2 tier if just keyboard)
- 7 Guitar stands
- 1 Fiddle stand
- 7 DI Boxes

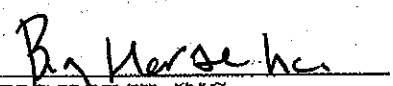
Sound requirements including FOH and monitors to match equipment ARTIST is carrying that is listed above and to be advanced by PRODUCTION MANAGER.

PURCHASER:

ACCEPTED AND AGREED TO:

ACCEPTED AND AGREED TO:

BY: 


BIG HORSE, INC.
CHRIS CAGLE
62-1829202