

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 13<sup>th</sup> 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 Red 11 Music, LLC, located at 1612 West 5<sup>th</sup> Street, Suite A, Austin, Texas 78703 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 Cancellation: Paragraph deleted in entirety.
  - 1.2.2 Insurance/Indemnity: Paragraph deleted in entirety.
- 1.3. 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 emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractors shall bill for such services at the rates provided for in this Agreement.

### 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: \$10,000.00.

- 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.

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

8.1.2. 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: Red 11 Music  
Contact: Xondra Merrill  
Address: 1612 West 5<sup>th</sup> Street, Suite A  
City, State, Zip: Austin, Texas 78703  
Phone: 512.373.8511

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

**Red 11 Music**

\_\_\_\_\_  
Signature


\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

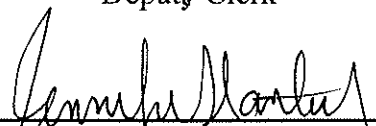
\_\_\_\_\_  
Title

**Attest:**

Stan Martin, Clerk and Recorder

  
\_\_\_\_\_  
Deputy Clerk

Approved as to Form:

  
\_\_\_\_\_  
Adams 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:

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Company Name

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Date

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Signature

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Name (Print or Type)

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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





Nashville:  
1305 Clinton Street, Suite 210, Nashville, TN 37203  
615-457-2414 Office | 615-457-1659 Fax  
www.red11music.com

Austin:  
1612 West 5th Street, Suite A, Austin, TX 78703  
512-373-8511 Office | 512-233-5192 Fax  
www.red11music.com

## CONTRACT FORM

This CONTRACT is made by and between **Cody Johnson** (hereinafter referred to as "Artist") and **Raymond H. Gonzales - Adams County Fair** (hereinafter referred to as "Purchaser"). Both parties are aware that Red 11 Music is acting as the agent between both parties. This contract is to be signed by Purchaser and returned to Red 11 Music, WITHIN 14 DAYS OF ISSUE DATE ALONG WITH A 50% DEPOSIT MADE PAYABLE TO Red 11 Music, and this contract shall consist of all provisions listed below as well as any attachments.

Deposit Due Date: 01/02/2015 Deposit Amount Due: \$5,000.00 \*

\*ANY AND ALL RIDERS ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT\*\*  
This contract may become void at the AGENT'S discretion if PURCHASER fails to return contract and deposit by stated due date.  
PLEASE RETURN CONTRACTS SIGNED VIA EMAIL, FAX OR BY MAIL TO Red 11 Music.

Date Of Show : 08/06/2015																											
Name Of Artist : Cody Johnson																											
<table border="1"> <tr> <th>Venue Information</th> <th>Talent Buyer Information</th> </tr> <tr> <td>Name Of Venue : Adams County Fair</td> <td>Name : Xondra Merrill</td> </tr> <tr> <td>Venue Address : 9755 Henderson Rd.</td> <td>Email : xondra@wintersetconcertevents.com</td> </tr> <tr> <td>Venue City : Brighton</td> <td>Phone : 615-934-3295</td> </tr> <tr> <td>Venue State : CO</td> <td>Cell Phone : 615-934-3295</td> </tr> <tr> <td>Venue Zip : 80640</td> <td></td> </tr> <tr> <td>Venue Contact : Xondra, Merrill</td> <td></td> </tr> <tr> <td>Venue Phone : 615-934-3295</td> <td></td> </tr> <tr> <td>Venue Fax : N/A</td> <td></td> </tr> <tr> <td>Venue Website : www.WintersetConcertEvents.com</td> <td></td> </tr> <tr> <td>Venue Contact Email : xondra@wintersetconcertevents.com</td> <td></td> </tr> </table>		Venue Information	Talent Buyer Information	Name Of Venue : Adams County Fair	Name : Xondra Merrill	Venue Address : 9755 Henderson Rd.	Email : xondra@wintersetconcertevents.com	Venue City : Brighton	Phone : 615-934-3295	Venue State : CO	Cell Phone : 615-934-3295	Venue Zip : 80640		Venue Contact : Xondra, Merrill		Venue Phone : 615-934-3295		Venue Fax : N/A		Venue Website : www.WintersetConcertEvents.com		Venue Contact Email : xondra@wintersetconcertevents.com					
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Stipulations : \$10,000 Flat Guarantee																											
Tax Rate :	Merchandise Rate : soft: 75% / 25% rec: 75% / 25%																										
Hotel Rooms : N/A	Who Sells : Venue Sells																										
Capacity : 5000	Age Limit : All Ages																										
Ticket Ph.No/Website :	Radio Sta. Presenting :																										
Billing : Headliner																											
Show Lineup/Support : TBD																											
Time Of Show : 9:00PM (Or After Bull Riding Event)																											
Length Of Set : 1 - 90 Minute Set																											
Doors : Per Advance																											
Type Of Engagements : Public/Rodeo	Type Of Show : Full Band																										
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<p><b>Additional Information:</b></p> <p>Buyer to provide professional sound/lights and mutually agreed upon artist rider. Any and all comp tickets used for promotion must be approved by artist management. All support must be approved by Red 11 Music. Buyer must provide marketing and ad plan to Red 11 Music or Artist Management at least 30 days from the date of the show for approval. Artist to participate in a meet and greet for 35 people. No more than 40 Artist Comps. Radius: 150 Miles, 30 Days Front and Back.</p>																											

Purchaser :

Raymond H. Gonzales - Adams County Fair

Artist :

Cody Johnson

### Terms

**PAYMENT** - All deposits stated herein must be sent within 14 days of issue date in the form of a cashiers/business check to Red 11 Music and be made payable to Red 11 Music.

All day of show payments must be made immediately prior to first performance in the form of cash or cashier's check to PRODUCER/ARTIST's representative unless otherwise agreed upon in advance.

Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER/ARTIST in CASH ONLY immediately following the show. When the PRODUCER/ARTIST is to be paid based upon a percentage and/or expenses are factored into the wage agreed, the PURCHASER shall provide:

- A) Printer's manifest and a box office statement signed by PURCHASER
- B) PRODUCER's representative shall have access to box office at all times during performance
- C) Verification of all expenses relating to the show (Invoices, receipts, ad schedules, logos, etc.)
- D) A final accounting of all gate receipts

\*\*\*All shall be presented in an organized manner upon final settlement with PRODUCER/ARTIST's representative.

**TICKET PRICE/VENUE CAPACITY** - PURCHASER shall not raise the ticket price or increase the venue capacity as set forth in section below.

If ticket price or venue capacity increases, 100% of excess revenue generated from the unauthorized increase will be paid in full to PRODUCER/ARTIST in cash immediately upon the completion of the performance. If the ticket price or capacity is lower than stated on the face of this contract, PURCHASER shall make up the difference and the difference shall be paid in cash in full upon completion of show.

**CANCELLATION** - Unless otherwise stipulated to in writing, PURCHASER agrees that PRODUCER may cancel the engagement hereunder without liability by giving the PURCHASER at least thirty (30) days notice prior to the day of show. PRODUCER shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within 14 days of issue date of Contract.

In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, PRODUCER/ARTIST shall have the right to refuse to perform the contract, shall retain any amounts theretofore paid to PRODUCER by PURCHASER, and PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or has been impaired or is in PRODUCER'S opinion unsatisfactory, PRODUCER shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to PRODUCER by PURCHASER and PURCHASER shall remain liable to PRODUCER for the agreed price herein and forth.

**FORCE MAJEURE** - In the event that ARTIST is unable/prevented from performance due to serious illness, accidents or accidents to means of transportation, civil tumult, strike, riots, epidemics, war conditions or similar circumstances, acts of God, or any other legitimate condition beyond their control, it is understood and agreed that there shall be no claim for damages by PURCHASER and PRODUCER'S obligations as to such performance shall be deemed waived.

**OUTDOOR ENGAGEMENTS** - For outdoor engagements where performance is deemed impossible, infeasible, or unsafe, PURCHASER will provide an alternative indoor performance location. PRODUCER/ARTIST is to be paid the full contract price "rain, shine, or inclement weather" and regardless of stage location.

**PERFORMANCE RECORDINGS** - No performance of the engagement shall be recorded, broadcast, televised, photographed, transmitted, or reproduced in any manner or by any means whatsoever without written permission by ARTIST or management.

**RELATIONSHIP** - The relationship between PRODUCER/ARTIST and PURCHASER is that of independent contractors. Nothing in this contract is intended to constitute the parties as a partnership, joint venture, employee/employer relationship, principal/agent relationship or other relationship and neither part shall represent itself to third parties as such.

**INSURANCE/INDEMNITY** - PURCHASER shall provide at its sole cost, Commercial General Liability Insurance covering any claims, liabilities, or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the venue but shall not be less than \$1,000,000 aggregate and \$1,000,000 per event. Said insurance shall be in full force and effect at all times. PURCHASER shall provide ARTIST with a copy of the Certificate of Insurance no less than 14 days prior to the performance. Also, purchaser shall indemnify and hold ARTIST and ARTIST'S employees and representatives harmless from and against any and all claims, demands, actions, damages, liabilities, costs and expenses including attorney's fees arising out of or in conjunction with any personal injury, death, and loss of or damage to property which occurs in connection with any performance by ARTIST unless caused by the sole conduct of ARTIST.

**BREACH/DISPUTES** - In case of breach of contract by PURCHASER, PURCHASER agrees to pay the compensation agreed upon on page 1 of the contract, plus reasonable attorney's fees, court and legal interests. In the event that any disputes arise while this agreement is in force, that results in litigation or arbitration, all reasonable attorney's fees and costs of the prevailing party will be paid by the losing party.

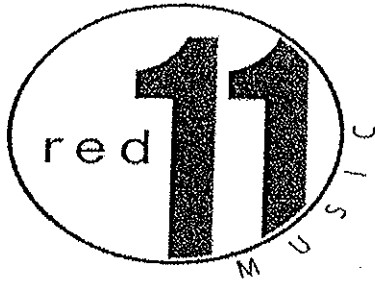
**AGENT** - Red 11 Music acts herein only as agent for PRODUCER/ARTIST and is not responsible for any act or omission on the part of either PRODUCER, ARTIST, or PURCHASER. In furtherance thereof and for the benefit of Red 11 Music. It is agreed that neither PURCHASER nor PRODUCER will name or join Red 11 Music as a party in any civil action or suite arising out of, in connection with, or related to any acts of commission or omission of PRODUCER, ARTIST, or PURCHASER.

Purchaser:

Raymond H. Gonzales - Adams County Fair

Artist:

Cody Johnson



**RED 11 MUSIC  
DEPOSIT PAYMENT OPTIONS**

Option # 1 :

**BANK WIRE INFORMATION:**

Name on Account: Red 11 Music, LLC

Account #: 586019364468

Wire Transfer Routing #: 026009593

Bank of America  
2501 S. Congress Ave.  
Austin, TX 78704  
512-440-3300

**PLEASE INCLUDE IN NOTES OF WIRE:**

Sender's Name  
Artist Name  
Date of Event  
Venue / Name of Event

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Option # 2 :

**CASHIER'S CHECK made payable to Red 11 Music, LLC:**

**PLEASE SEND TO OFFICE THROUGH WHICH THE DATE WAS  
ORIGINALLY CONTRACTED:**

<p><u>Red 11 Music Nashville</u></p> <p>1305 Clinton Street, Suite 210 Nashville, TN 37203</p> <p>Office: 615-457-2414 Fax: 615-457-1659</p>	<p><u>Red 11 Music Austin</u></p> <p>1612 West 5th Street, Suite A Austin, TX 78703</p> <p>Office: 512-373-8511 Fax: 512-233-5192</p>
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Please include **Artist Name & Date of Show** in notes if sending cashier's check.

## Cody Johnson Production Rider 2015

### Load in Requirements

- Stage should be CLEARED of all items not utilized by Artist. (Monitor wedges, cabling, microphone stands, risers, etc.)
- A minimum of four (4) sober and capable persons upon arrival for load in, and four (4) sober and capable persons 30 minutes prior to the end of performance for load out. A minimal of two (2) stagehands will need to assist in any set change(s) involving Artist's gear.
- Loaders/Stage Hands will be on site at time of load in/load out SOLELY for Artist's crew use. No bar backs, bartenders, wait staff, etc. doing double duty.
- Smooth, flat surface from trailer to performance area. NO GRAVEL, DIRT, SAND, or similar anywhere that could obstruct load in/load out process. If there is any of the previously stated, a solid path must be constructed. (E.g.: Plywood)
- Sturdy, solid ramps over any obstructions for load in/load out.
- Sturdy, solid ramp to stage.
- If there is no ramp, a forklift or similar machinery must be available with a trained operator.

### Audio and Lighting

- Artist shall be accommodated with, at no cost to Artist, a sound check on performance stage, scheduled with the approval of Artist, and to conclude before doors open to the public. The sound check will be as fully equipped and professionally staffed as the scheduled performance(s).
- The performance area shall be cleared of ALL NON--WORKING PERSONNEL at time of sound check.
- Purchaser shall provide high quality sound system capable of delivering 110 db (A Weighted) evenly to entire



audience without distortion (20hz to 20khz). Brand shall be D&B, L-Acoustic, Meyer, JBL, EV, or equivalent quality, with factory supplied crossover and EQ settings.

- Appropriate number of Fill Speakers of same quality and brand of the Main PA shall be provided to fill any area of the audience not covered by the Main PA. For example Downstage edge, Balcony overhangs and any other Audience area beyond the coverage pattern of the Main PA. (Front Fills, Out Fills and Delay Fills).
- Artist has FINAL APPROVAL of sound provider and equipment.
- Artist has FINAL APPROVAL of SPL levels during sound check and performance
- *NO PEAVEY, BEHRINGER, MACKIE, OR LIKENESS.*
- *CLUB DATES: ABSOLUTELY NO DJ RIGS OR SPEAKER ON A STICK SYSTEMS.*
- *STEREO RIGS ONLY. NO MONO SYSTEMS.*
- Artist's sound engineers shall have access to drive racks and system processors.
- Subs on Aux are preferred.
- Subs should be ground stacked or flown, *not stacked on the stage.*
- *All Neons shall be turned off during sound check(s) and performance*

### **FOH Requirements**

Artist is not currently touring with any kind of Front of House system so one **MUST** be provided. This includes console (with outboard gear if console is analog) and snake system fed from the stage. Both console and snake must be capable of transmitting 32 channels of audio.

**Front of House mix position not to exceed 150' distance from stage**



Cable ramps (Yellow Jackets or similar) to cover and protect audio snake out to FOH.

Audio snake MUST be protected from any heavy equipment or potential damaging objects.

Purchaser is responsible for any damage to audio snake if the above requirements are not met.

Preferred consoles include:

*Digital Consoles*

Avid/Digidesign (D-Show, Profile, SC48)

Soundcraft (VI Series, SI Series)

Yamaha (M7CL, PM5D)

Midas (Pro Series, XL Series, M Series)

**ABSOLUTELY NO BEHRINGER X32'S**

*Analog Consoles*

Midas (XL Series, Heritage Series, Sienna, Verona)

Soundcraft (MH Series, Series 5)

Allen & Heath (ML Series)

*Outboard Gear*

If FOH console is analog, the following outboard gear is required:

31 band graphic EQ inserted on all outputs (Left, Right, Sub, Fills, Delays)

8 Compressors

8 Noise Gates

3 Reverb Effect units

1 Tap Delay Effect unit

**Monitor Requirements**

Artist carries a monitor package. 32 Channel Soundcraft SI Performer console (In Cart) w/ 32 Channel Split w/ 75" Trunk. Artist also provides all subsnakes, cabling, mics and stands unless advanced otherwise with Artist Representative.

**Stage**

Stage should be no smaller than 32' wide x 24' deep x 4'tall. Artist



requires a minimum of two (2) 8'x8'x1' riser for drums and bass player. All other riser needs will be advanced prior to performance. Artist will need an area no smaller than 12' x 12' with clear visibility of the performance area to set up monitor and guitar world. Stage, monitor/guitar world, and FOH **MUST** be covered by a weather-safe roof system (roof over stage should be no less than 12' of clearance from stage level). ALL Venues must provide Crowd barriers with a minimum of 4' separation of Crowd & front of Performance Stage. Venue must also provide Crowd barriers for FOH and Monitor/Guitar world. Trained and Sober security personnel shall be present between barricade and stage, as well as all access points to performance area and backstage area.

### **Lighting**

Artist requires a minimum of (36) Par 64 Cans or (36) par 64 LED Cans (Complete with Stands, Dimmers, Controllers, Cables). ALL LED LIGHTS are to be equivalent to 100 Watt Consumption/14X3 or 24X3 watt bulb configuration. ABSOLUTELY NO "DJ TYPE" LIGHTS and/or FOGGERS PLEASE!! A qualified LD must also be provided to run the system.

All fixtures including "NO-COLORS" MUST HAVE GELLS.

### **Electrical**

Artist requires a minimum of three (3) 20 amp circuits on stage and one (1) at Monitor/Guitar world. Power is to be dedicated for ARTIST'S use only. **ALL POWER (AUDIO & LIGHTING) MUST MEET ARTIST'S SPECIFICATIONS.**

### **Further information**

This list serves as a guide. Please contact the Production Manager for up to date information, plots, etc. for your specific event.

### **Change-Over Time**

In the event Artist is Headlining, venue must allow for no less than 30minutes for change over between acts.



**Contacts**

**1st Contact**

Ross Schulte  
Production Manager/FOH Engineer  
(806) 252-6798  
ross@thecodyjohnsonband.com

**2nd Contact**

Jeff Smith  
Band Leader  
(979) 292-5857  
jeff@thecodyjohnsonband.com