

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 20th day of MAY 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 Kinnon Entertainment, located at 736 Warner Street, Fort Morgan, Colorado 80701, hereinafter referred to as the "Contractor." The County and the Contractor 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 attached RFP 2015.031 and the Contractor's response to the RFP 2015.031 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. 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 Contractor) to be performed by the Contractor. 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 Contractor 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 Contractor 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 10, 2015.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for the 2016 and 2017 Adams County Fairs (dates to be determined) providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: Thirty Nine Thousand Nine Hundred and Eighty Dollars (\$39,980.00).

- 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. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the

Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. 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.
- 10.2. 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.

11. MUTUAL UNDERSTANDINGS:

- 11.1. 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.
- 11.2. 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).
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.

- 11.6. 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.
- 11.7. 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.
- 11.8. 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: Kinnon Entertainment
Contact: Mike Blecha
Address: 736 Warner Street
City, State, Zip: Fort Morgan, Colorado 80701
Phone: 970.420.2760
E-mail: mike@kinnonentertainment.com

- 11.9. 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.
- 11.10. 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.

11.11. 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.

11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

13. 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:

13.1. 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.

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

13.3. 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.

13.4. 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.

13.5. 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.

- 13.6. 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.
- 13.7. 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).
- 13.8. 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]
Signature

20 May 2015
Date

Raymond H. Gonzales
Printed Name

Deputy County Manager
Title

Kinnon Entertainment

[Signature]
Signature

5.15.15
Date

Chelsea J Schraeder
Printed Name

Administrative Director
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

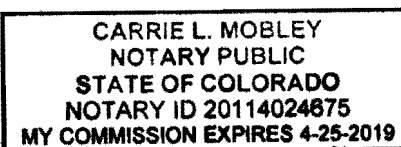
COUNTY OF Morgan

STATE OF Colorado)SS.

Signed and sworn to before me this 15 day of May, 2015,

by Chelsea J. Schraeder,

[Signature]
Notary Public



My commission expires on: 04-25-2019

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:

Kinnon Entertainment LLC 5-15-15
Company Name Date

Chelsea J Schraeder
Signature

Chelsea J Schraeder
Name (Print or Type)

Administrative Director
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

EXHIBIT A



Kinnon Entertainment | 720.370.3621 | mike@kinnonentertainment.com

April 9, 2015

Dear Adams County Fair:

Thank you for the opportunity to bid on concert production for the 2015 Adams County Fair. Included in this document are all of the documents requested in the RFP #2015.031 completed to the best of our ability.

Kinnon Entertainment has had the opportunity to work with a couple of the bands scheduled to perform this year, along with many events in conjunction with your buyer Winterset Concert Events, we have enjoyed all of those events and hope to be part of the resurgence of the Adams County Fair Concert Series.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Goss', with a long horizontal flourish extending to the right.



EVENT PRODUCTION & SERVICE AGREEMENT

This agreement made between KINNON ENTERTAINMENT, LLC, Denver, Colorado herein referred to as Contractor and Adams County Fair herein referred to as Purchaser.

AUTHORIZED PERSONS:

Only the persons named below shall be authorized to modify this Agreement or to respond to inquiries in connection with this KINNON ENTERTAINMENT Production & Service Agreement.

Purchaser Contact Person

Name: Ben DeRomanis

Phone: 720.523.6043

Fax: 720.523.6058

Email: BDeRomanis@adcogov.org

Kinnon Entertainment Contact Person

Name: Michael 'Whip' Blecha

Phone: 720.370.3621

Fax: 720.370.3595

Email: whip@kinnonentertainment.com

FEIN: 46-2770212

Contractor agrees to provide event production as specified in attached document, and Purchaser agrees to pay for event production as is more fully set forth below.

EVENT DETAILS

EVENT NAME: Adams County Fair

LOCATION OR VENUE NAME: Adams County Fairgrounds

ADDRESS: 9788 Henderson Rd CITY, STATE, ZIP: Brighton, CO 80601

DATE/S & TIMES OF EVENT: 8.5.15-8.9.15

PRICE

Purchaser shall pay Contractor for the services rendered, the total sum of \$39,980.00 payable as follows: \$ 19,990.00 payable in cash or certified funds upon return of the signed Agreement for a non-refundable reservation fee.

The balance of \$19,990.00 to be paid in cash or certified funds preferably 30 days prior to event on 7.5.15 or no later than load-in on event day 8.5.15. If other payment arrangements are necessary please contact Whip.

ADDITIONAL PROVISIONS

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached RFP 2015.031 and the Contractor's response to the RFP 2015.031 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. 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 Contractor) to be performed by the Contractor. 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 Contractor 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 Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

3.1. **Term of Agreement:** The Term of this Agreement shall be for the 2016 Adams County Fair which takes place between 8.4.15 to 8.9.15.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: \$39,980.00

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. Index A

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

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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 Index A

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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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.

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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. Index A

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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 §§ 8-17.6-101, 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 Index A 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 email was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:
Department: Adams County (department name) Contact: Address: City, State, Zip: Phone: Email: Department:

Adams County Purchasing Contact: Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601 Phone: Email: Department: Adams County Attorney's Office Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601 Phone: 720.523.6116 Email: Contractor: Winner123 Contact: Address: City, State, Zip: Phone: Email:

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.

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Index A

11. CHANGE ORDERS OR EXTENSIONS:

11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

12. 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:

12.1. 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.

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

12.3. 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.

12.4. 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.

12.5. 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.

12.6. 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 index A three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

12.7. 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).

12.8. 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.

PURCHASER INFO:

COMPANY NAME:____
ADDRESS:____
CITY/STATE/ZIP:____
FEDERAL ID:____
PRINTED NAME OF AUTHORIZED SIGNER:____

**PURCHASER
SIGNATURE:**_____

DATE:_____

CONTRACTOR INFO:

COMPANY NAME: Kinnon Entertainment
ADDRESS: 736 Warner St.
CITY/STATE/ZIP: Fort Morgan, CO 80701

**CONTRACTOR
SIGNATURE:** 

DATE: 4.8.15

Exhibit A: 2015 Adams County Fair Concert Production Specs

Grandstand Stage: 8.5.15-8.6.15

32x24 Mobile Covered Stage

2-3 Risers Per day

Flown ISP Line Array System

Straight Snake

SC48 Console(8.5.15 Only)

Production/Stage Gear per Riders

LED Stage Wash Light System w/ 6 Movers and Chamsys Console

2 Spot Lights(8.6.15 Only)

45k Generator and Power Distro

Park Stage: 8.8.15-8.9.15

32x24 Roof for Existing Concrete Stage

Drum Riser

vDosc Line Array System

8 Bi Amp SRX JBL Floor Monitor System w/ QSC Drum Fill and Side Fills

Production/Stage Gear per Riders

LED Stage Wash Light System w/ 12 Movers, Crowd Blinders, Spot(s) and Avo Pearl Console

Backline per Plain White T's Rider(8.8.15 Only)

Free Stage: 8.5.15-8.9.15

24x20 Stage Deck

VRX Line Array System

JBL Powered Monitors

X32 Digital Console

LED Stage Wash w/ DMX 512 PC Control

Staff/Labor:

Grandstand Stage:

Stage Manager

A1

A2

LD

4 Load In/Out Hands

Park Stage:

Stage Manager

A1

A2

LD

Rigger

4 Load In/Out Hands

Free Stage:

Stage Manager

A1

Kinnon Entertainment



Kinnon Entertainment
736 Warner St.
Fort Morgan, CO 80701
(970)420-2760
kinnonentertainment@gmail.com

Estimate

Date	Estimate #
04/09/2015	1084
Exp. Date	
06/09/2015	

Address

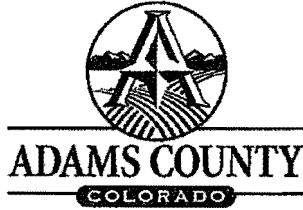
Ben DeRomanis
Adams County Fair
4430 South Adams County Parkway
Brighton, CO 80601

Date	Item	Activity	Quantity	Rate	Amount
08/05/2015	Equipment Rental:Grandstand Stage	32x24 Covered Mobile Stage, 2 8x8' Risers, ISP Line Array, Artist Carrying MON Rig, SC48 FOH Console, FOH Snake, LED Stage Wash w/ 6 Movers, Chamsys Console. All Power Included. Tech Staff and Labor Included. All per Cody Johnson Tech Rider	1	6,900.00	6,900.00
08/05/2015	Equipment Rental:Free Stage	24x20 Stage Deck to Place Inside Tent, VRX Line Array, X32 Digital Console, JBL Monitors, LED Stage Wash w/ PC Controller, Tech Staff and Labor Included---DAILY 8/5-8/9	5	1,200.00	6,000.00
08/06/2015	Equipment Rental:Grandstand Stage	32x24 Covered Mobile Stage, 3 8x8' Risers, ISP Line Array, Artist Provides Consoles, Artist Carrying MON Rig, LED Stage Wash w/ 6 Movers + 2 Spots, Chamsys Console. All Power Included. Tech Staff and Labor Included. All Per Chris Cagle Tech Rider	1	6,780.00	6,780.00
08/08/2015	Equipment Rental:Park Stage	Roof to Cover 32x24 Concrete Platform Stage, vDosc Line Array, SC48 Consoles, Split Snake, SRX Bi Amp Monitors, Drum Fill and Side Fills, LED Stage Wash, 12 Mover Lights, Crowd Blinders, Spot(s) + etc Lights per Rider, Avo Pearl Console. Backline and Tech Needs per Plain White T's Rider. All Tech Staff and Labor Included	1	9,500.00	9,500.00
08/08/2015	Backline Equipment	Backline per Karmin Rider---TBD	1	0.00	0.00
08/08/2015	Backline Equipment	Backline per Lights Rider---TBD	1	0.00	0.00
08/09/2015	Equipment Rental:Park Stage	Roof to Cover 32x24 Concrete Platform Stage, vDosc Line Array, SC48 Consoles, Split Snake, SRX Bi Amp Monitors, Drum Fill and Side Fills, LED Stage Wash, 12 Mover Lights, Crowd Blinders, Avo Pearl Console. All Tech Staff and Labor Included	1	8,300.00	8,300.00
Continue to the next page					

Date	Item	Activity	Quantity	Rate	Amount
08/09/2015	Backline Equipment	Backline per Latin Bands Rider---TBD	1	0.00	0.00
08/09/2015	Labor: Production n Management	Production Management per day 8/5-8/9	5	500.00	2,500.00
Total					\$39,980.00

Accepted By

Accepted Date



PROPOSAL FORM
RFP 2015.031 Concert Production
For the Adams County Fair

VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

Thirty Nine Thousand Nine Hundred Eighty Dollars \$ 39,980.00
 Written Amount 4 No 0/100 Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # None Addenda # _____
 If None, Please write NONE.

<u>Kinnon Entertainment LLC</u>	<u>11-9-15</u>
Company Name	Date
<u>730 Warner St</u>	<u>Mike Blecha</u>
Address	Signature
<u>Fort Morgan CO 80701</u>	<u>MIKE BLECHA</u>
City, State, Zip Code	Printed Name
<u>Morgan</u>	<u>Owner</u>
County	Title
<u>970.420.2760</u>	<u>720.370.3595</u>
Telephone	Fax
<u>mike @ kinnonentertainment.com</u>	
Email Address	

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

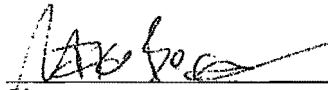
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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:

Kinnon Entertainment
Company Name

4/9/15
Date

MIKE BLECHN
Name (Print or Type)


Signature

Owner
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



2015 Concert Production REFERENCES

Mark L Murphy---Yuma County Fair Manager

Michael Blecha of Kinnon Entertainment provided the backline and covered stage for our Concert at the Yuma County Fair last year. We enjoyed working with Whip so much we are having him back again this year. We never even considered anyone else. He does a professional job and is a pleasure to work with. I highly recommend Michael of Kinnon Entertainment.

Wayne Johnson---Owner/Gm Media Logic Radio

I understand you're considering Kinnon Entertainment to provide services for your event. We are currently preparing for the 8th annual BOBSTOCK Music Festival we host in Fort Morgan each July.

Kinnon Entertainment has provided the sound and stage for each of our 8 shows and has met or exceeded our expectation each time.

If you're hosting an event that requires sound, lighting and stage, I would highly recommend Kinnon Entertainment.

NERF(Jeb Freedman)---Program Director iHeartMedia./Clear Channel Radio

My radio station has employed Mike Blecha for several events in which we needed top quality PA and or Monitor Sound, as well as backline and several other services. These aren't your everyday gas station grand openings, and Bat Mitzvahs. These are giant radio promotions, often broadcast on the air, and usually with demanding clients and media in attendance such as the infamous annual Keggs & Eggs event. If problems arise, he knows how to take care of things and does so faster than could be expected. In short, he's your man. Hire him.

Keith Schneider---Co-Owner, Higher Ground Music Festival

Kinnon Entertainment did a fantastic job on our multi-stage set-up at Higher Ground Music Festival last year (2014). Not only did the sound engineers show a deft ear for mixing, the set-up, tear-down, stage management, and overall efficiency of the Kinnon team helped us greatly in achieving a very successful event!

Scott Durlan---Owner, Grizzly Rose

Scott said to call him for a personal recommendation ☺

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2015.031**

Concert Production for the Adams County Fair

All documents and Addendum related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

RFP Issuance: March 12, 2015

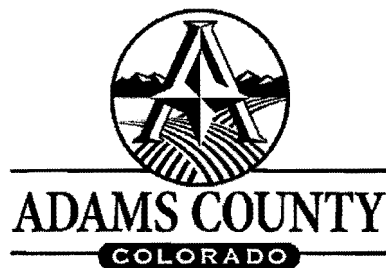
**Pre-Proposal Walkthrough:
March 19, 2015
Location: 9755 Henderson Road
Brighton, Colorado 80601**

**Written questions regarding this RFP will be accepted through
March 24, 2015**

**An Addendum to answer submitted questions will be
issued no later than March 31, 2015**

**Proposal Deadline: April 9, 2015
Time: 3:00 p.m.
There will be no public opening**

**Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601**



GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for **RFP-BD 2015.031 Concert Production for the Adams County Fair**.
2. All documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 2.1. Vendors must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through March 24, 2015. All questions are to be submitted to Ben DeRomanis, Purchasing Agent by email at bderomanis@adcogov.org.
4. An Addendum to answer all questions will be issued no later than March 31, 2015.
5. There will be a **Pre-Proposal conference** at the Adams County Regional Park Administration Building located at 9755 Henderson Road, Brighton, Colorado 80601 at 2:30 p.m. on March 19, 2015. **Attendance is not mandatory but highly recommended.**
6. Proposals:
 - 6.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A Brighton Colorado 80601, up to 3:00 p.m. on April 9, 2015.
 - 6.2. The proposal opening time shall be according to our clock.
 - 6.3. Proposals will not be publicly opened. When opened, the names of the companies submitting proposals will be read aloud and recorded.
 - 6.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
 - 6.5. No proposals will be accepted after the time and date established above except by written addenda.
 - 6.6. The proposal must be submitted on a CD or USB drive in a single PDF file. Brochures or other supportive documents may be included with the proposal narrative.
 - 6.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, and the "**PROPOSAL FORM**" acknowledging the receipt

of addendum(s) must be signed and included as hard copy with the CD or USB drive. These are the **last two pages of the RFP**.

- 6.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 6.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 6.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 6.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: **Concert Production for the Adams County Fair and 2015,031.**
- 6.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 6.13. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 6.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 6.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 6.16.1. Any Proposal which does not meet bonding requirements, or,
 - 6.16.2. Proposals which do not furnish the quality, or,
 - 6.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 6.16.4. Proposals from offerors who lack experience or financial responsibility, or,

- 6.16.5. Proposals which are not made to form.
- 6.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 6.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 6.19. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
7. Adams County is an equal opportunity employer.
8. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
9. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- | | |
|--------------------------|-------------|
| 9.1.1. Each Occurrence | \$1,000,000 |
| 9.1.2. General Aggregate | \$2,000,000 |
- 9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- | | |
|--------------------------------------|-----------------------------|
| 9.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 9.2.2. Personal Injury Protection | Per Colorado Statutes |
- 9.3. Workers' Compensation Insurance: Per Colorado Statutes
- 9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- | | |
|--|-------------|
| 9.4.1. Each Occurrence | \$1,000,000 |
| 9.4.2. This insurance requirement applies only to 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.

- 9.5. The Contractor's commercial general liability, and comprehensive automobile 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:
 - 9.5.1. 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.
 - 9.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 9.6. 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.
- 9.7. 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.
- 9.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 9.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 9.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 9.11. 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 covered by the described insurance.
- 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.

9.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.

10. 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.

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 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

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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 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.

End General Information

The remainder of this page is left blank intentionally.

Statement of Work:

12. **Project Background:** The Adams County Parks and Open Space Department will be hosting a series of summer concert events in conjunction with the 2015 Adams County Fair August 5-9. The County is seeking a qualified and reputable live sound production contractor to provide staging, sound and lighting for these events. Live production must be provided in coherence with contracted artist production riders and if required, requested backline. Production riders will be attached to this RFP as exhibits. Several stages will be required, each utilized for multiple events. Contractor must provide all personnel necessary for required production (i.e. Sound Engineers, Lighting Engineers, Stage Hands, etc.).

13. **Grandstands Stage:**

This stage will be located in the main grandstands area and will need to be mobile and roofed (see map Exhibit B, attached separately). Required stage measurements are 32'x24'x4'. Concert Events on this stage are as follows:

13.1 **Event 1:** **Artist: Cody Johnson**
 Date: Wednesday August 5, 2015
 Time: 7pm
 Capacity: 4,500
 Rider: **Exhibit C** (attached separately)

13.2 **Event 2:** **Artist: Chris Cagle**
 Date: Thursday August 6, 2015
 Time: 9pm
 Capacity: 4,500
 Rider: **Exhibit D** (attached separately)

Event 2 will follow a bull riding event scheduled from 7-9pm at the main grandstands.

Grandstands stage will not be required upon completion of Event 2.

14. **Park Stage:**

This stage will be located in the main park amphitheater area (see maps Exhibits A, B, attached separately). This stage will need to be constructed on an existing concrete platform located in this area. Stage will need to be roofed and measure a minimum of 32'x24'x4'. Concert Events on this stage are as follows:

14.1 **Event 1:** **Artist 1: Lights; Artist 2: Karmin; Artist 3: Plain White T's**
 Date: Saturday August 8, 2015
 Time: 6-11pm
 Capacity: 6,000
 Riders: Lights (Rider not yet provided)*
 Karmin (Rider not yet provided)*
 Plain White T's (**BACKLINE REQUIRED**; Exhibit E)

(Exhibit E attached separately)

***Adams County has not yet received riders for these artists as the booking process is not yet final. Once received, they will be issued in an addendum. Should they not be received by RFP closure date, submit proposals based on included riders. Should rider not be received prior to contractor selection, the County will negotiate necessary additional costs with selected contractor upon receipt.**

14.2 Event 2: Latin Band Series (Various Bands)
Date: Sunday August 9, 2015
Time: 12-10pm
Capacity: 6,000-8,000
Rider: N/A

Sound and Backline from Event 1 are to be utilized for Event 2. Additional Backline pieces may be required. Full schedule to be emailed to contractor once finalized.

15. Free Stage:

This stage will be housed under a tent and will at a minimum need to measure 22'x20'. (See map for location, Exhibit B). Stage lights required.

15.1 Events: Various Local Artists (Daily)
Dates: Wednesday August 5 – Sunday August 9
Times: Variable (schedule not finalized)
Capacity: 900
Rider: N/A

Local Artists will supply their own backlines. Main House speakers and stage monitors required.

16. Evaluation Criteria: Responses will be evaluated on the following criteria:

1. Adherence to RFP Format
2. Production Equipment and Plan
3. Production Costs
4. Contractor References

End Statement of Work

The remainder of this page left blank intentionally

Submittal Checklist

- ☐ Response to RFP
- ☐ Vendor Information Form
- ☐ W-9
- ☐ Contractor's Certification of Compliance
- ☐ Proposal Form
- ☐ References
- ☐ One CD or USB drive of submitted proposal in a single PDF document

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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Signature

Title

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PROPOSAL FORM
RFP 2015.031 Concert Production
For the Adams County Fair

VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

Written Amount _____ \$ _____
Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____
If None, Please write NONE.

_____	_____
Company Name	Date
_____	_____
Address	Signature
_____	_____
City, State, Zip Code	Printed Name
_____	_____
County	Title
_____	_____
Telephone	Fax
_____	_____
Email Address	_____

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.

RFP EXHIBIT C

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

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 or 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 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).
- 2.) ARTIST needs a room 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.) BAND 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

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.

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.

RFP EXHIBIT D

**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

Plain White T's BACKLINE RIDER 2014**DRUMS**

De'Mar Hamilton is lucky enough to be endorsed by DW Drums, Remo Drumheads, and Zildjian Cymbals. No other brands accepted please!

DW Collectors Series

- ☐ 14x24" or 16x24" Kick Drum
- ☐ 14x6.5" Brass Snare
- ☐ 13x5" Snare
- ☐ 9x13" Suspended Rack Tom (NO 10x13 PLEASE!!)
- ☐ 16x16" or 14x16" Floor Tom w/legs*
- ☐ 16x18" Floor Tom w/legs*

DW 9000 Hardware – Only!!

- ☐ (1) 9500 Two-Leg Hi-hat Stand (WITH SHORT ROD PLEASE!!)
- ☐ (1) 9000 Single Kick Pedal (Chain Drive)
- ☐ (2) 9300 Snare Stands
- ☐ (3) 9710 Straight Cymbal Stands
- ☐ (1) DWSM911 Single Tom Clamp
- ☐ (2) 9700 Boom Cymbal Stands
- ☐ (2) 9100M Round Seat Thrones

☐ **Heads:** REMO Clear Powerstroke 3 with Black Dot, Coated Emperor Controlled Sound X on Snare, and Clear Controlled Sound on Toms.

☐ **Cymbals:** Zildjian K 22" Ride, 20" K Crash Ride, 20" A Custom EFX Crash, 18" K Custom Dark Crash, 15" Hi Hats

☐ **Extra Snares:** In addition to all drum choices, and extra 14x6.5" Snare is needed as a back up.

*No suspended style Floor Toms accepted

☐ ***DRUM HEADS MUST BE NEW AT SOUNDCHECK***

GUITARS

- ☐ (1) Vox AC30
- ☐ (1) Gallien Kruger Bass Cab (2x10 w/ head)
- ☐ (1) Fender P Bass
- ☐ (1) Les Paul Electric Guitar
- ☐ (1) ES335 Electric Guitar
- ☐ (1) Ukulele with Pickup
- ☐ (4) Guitar Stands
- ☐ (2) Guitar Boats (8 guitar slots each)
- ☐ (8) 1/4" 15' Cables
- ☐ (2) Guitar Tuners

PLAIN WHITE T'S

Input List 2015

Snake	Input	Mic/DI	Stand	Stage
1	Kick 1	Audix D6	Short Boom	B1
2	Kick 2	Beta 91		B2
3	Snare Top	SM57	Short Boom	B3
4	Snare Bottom	KSM 32	Claw	B4
5	Snare 2	SM57	Short Boom	B5
6	HH	SM57	Short Boom	B6
7	Tom 1	e604, Beta98		B7
8	Tom 2	e604, Beta98		B8
9	Tom 3	e604, Beta98		B9
10	Ride	AT3031, M44	Short Boom	B10
11	OH L	KSM 32	Tall Boom	B11
12	OH R	KSM 32	Tall Boom	B12
13	Bass DI Clean	XLR		A1
14	Bass DI Dirty	XLR		A2
15	Ukulele	XLR		A3
16	Dave Guitar L	XLR		A4
17	Dave Guitar R	XLR		A5
18	Tim Guitar L	XLR		A6
19	Tim Guitar R	XLR		A7
20	Tim Guitar Mic	Shure KSM44		A8
21	Tim ACO	XLR		A9
22	Tom ACO	XLR		A10
23	Loops L	XLR		C1
24	Loops R	XLR		C2
25	Trax L	XLR		C3
26	Trax R	XLR		C4
27	Splenda L	XLR		C5
28	Splenda R	XLR		C6
29	Click	XLR		C7
30	Dave Vox	Sennheiser 935	Tall Boom	A9
31	Tim Vox	Sennheiser 935	Tall Boom	A10
32	Tom Vox	Wireless 935	Straight Stand	
33	Mike Vox	Sennheiser 935	Tall Boom	B1
34	De'Mar Vox	Sennheiser 935	Tall Boom	B2
35	Elvis Mic	Shure 55SH		B3
36	Spare Vox	Sennheiser 935		B4
Monitor Stuff				
	FOH T/B	58 w/ switch		
	MON T/B	58 w/ switch		
	Drum Wired Ears L			
	Drum Wired Ears R			

Subsnakes

A: Stage Right (10 channels)

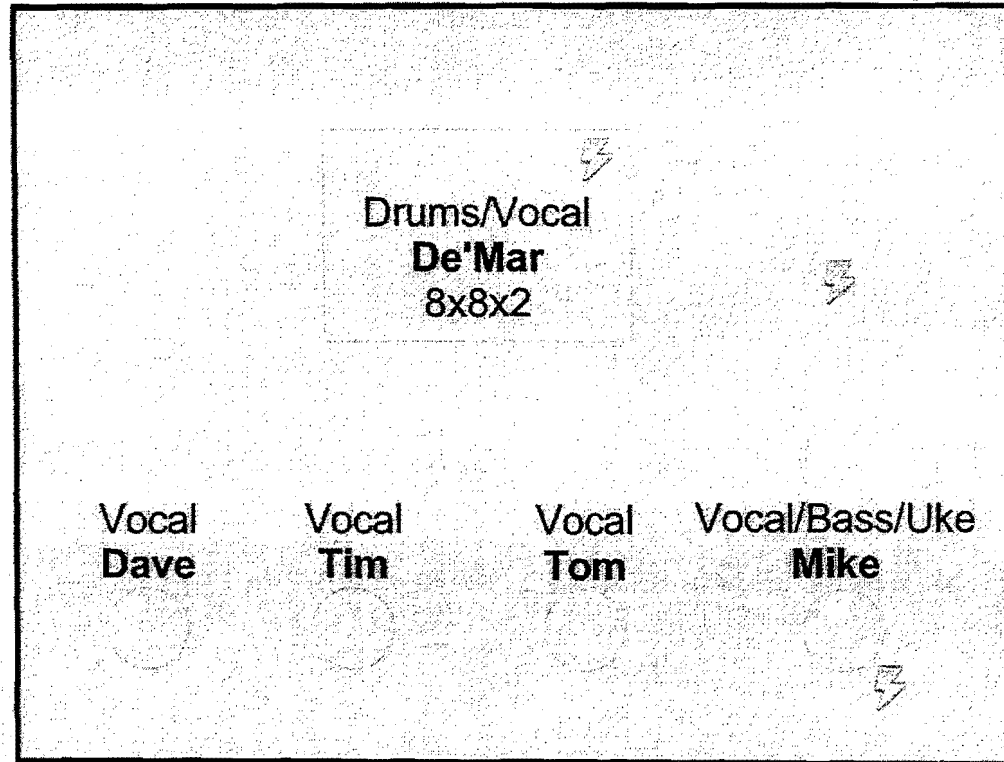
B: Stage Left (10 channels)

C: Upstage Left (7 channels)

Plain White T's

Stage Plot

Guitar World
(Inputs 13, 16-22)
Offstage Right



Tracks
Inputs 23-29



PRODUCTION RIDER 2014

THIS RIDER IS A GENERAL GUIDELINE AND PART OF THE CONTRACT WITH KARMIN

CONTENTS

- AUDIO RIDER
- LIGHTING RIDER
- INPUT LIST
- STAGE PLOTS x4 (not to scale)
- BACKLINE RIDER

MISCELLANEOUS

- **PLEASE SEND YOUR VENUE TECHNICAL SPECS AS SOON AS POSSIBLE.**
- **Please indicate if the venue/stage is indoors or outdoors.**
- **The venue must observe a NON-Smoking policy for this show for the entire day.**

PERSONNEL

- KARMIN is traveling with limited production crew so PURCHASER should supply following personnel: Any and all support acts will be handled by house staff.
- A professional well experienced FOH Systems Tech
- A professional well experienced Monitor Systems Tech
- A professional well experienced A2 Tech
- A professional well experienced LD
- Four (4) Stagehands/Loaders who are not the above mentioned staff for load-in and load out.

STAGE SET UP

- **Please provide THREE (3) 8'x8' HEAVY DUTY RISERS that need roll on casters built into the legs. One riser should be 2' high and the other two risers should be 1' high. If the playing area of the stage is smaller than 24' deep by 32' wide, only ONE (1) 8'x8' HEAVY DUTY RISER will need to be in place (please below for position). If the stage is the size that will not allow for our three riser set up, one 8'x8' riser will suffice for the drum riser. We will not be carrying risers with us.**
- The stage should be clean and cleared of everything prior to load in. There should be a 2' high 8'x8' drum riser placed in the center of the stage pushed up stage and the front edge of the riser should be 14' from the downstage edge.
- Load-In should be at least four (4) hours prior to scheduled soundcheck
- The band will bring their personal equipment at that time and will need the help of the crew to load in
- Please provide ample 110v-120v power at FOH, Monitor positions as well as all along the upstage and downstage for backline.
- We are hanging a backdrop. There will need to be a 30'+ pipe that can be flown in and out to hang the backdrop from.

Tour Manager/Tour Accountant- Janine Edwards 1-818-516-3594 janine0319@aol.com

Production Manager/FOH- Brian Pomp - 1-323-599-7596, brianpomp@mac.com

Karmin, 2014-Production Rider 04/18/14



PRODUCTION RIDER 2014

SOUNDCHECK / REHEARSALS

- We require FOUR (4) hrs of set up time prior to Sound Check
- We require ONE (1) hr Sound Check with KARMIN and the BAND so all crew members will know the show (programming lights mixing FOH and Monitors) which is separate from any and all support acts.

VIDEO:

Please send any video specs for the venue. If there is any opportunity or intention to do IMAG or record the show, please notify us prior to load-in for approval.

SOFT GOODS:

We are traveling with a 30'Wx20'H backdrop that we will need to hang. Please notice on the rider that the width of the backdrop can be cut down to about 19' and still show the entire image but the overall height should remain about 20' as not to be obstructed. Please send any details about hanging the backdrop. It is absolutely imperative that we hang this backdrop so if there aren't already the means to hang it, we'll need to make arrangements.

SHOW SECURITY:

Please provide Mojo Blow-Through barricade in front of the stage about 4 ft. in front of the downstage edge.

Please send details as to your standard security detail for this size of show.

There will be nobody other than Karmin band and crew, house crew and security allowed on stage at any time during Karmin's performance. Photographers or videographers will not be allowed on stage unless they have been pre-approved by Janine (Tour Manager).

Photographers who have been permitted by artist management will be allowed in the barricade for the first two songs (This is subject to change without notice).

Janine will conduct a security meeting to fine tune the details as they pertain to the show on a case by case basis, on the day of show, prior to doors.

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Karmin, 2014-Production Rider 04/18/14



AUDIO RIDER 2014

SOUND REQUIREMENTS

- All subjects to approval per advance
- This rider pertains to Karmin and excludes any needs that pertain to any openers or support acts. It will be the responsibility of the promoter and house to provide for the the needs of those acts.

PERSONNEL

PLEASE PROVIDE 1 EXPERIENCED FOH ENGINEER AND 1 EXPERIENCED MONITOR ENGINEER and 1 EXPERIENCED A2/AUDIO ASSIST

FOH

- **Console – Must be Midas Pro2, Pro3, Pro6(First Choice!!!), Avid Profile, SC48, Digico SD7, SD8 or SD10, Soundcraft vi6 (PLEASE NO YAMAHA CONSOLES!!!!)**
- We have a minimum of 48 dedicated inputs(not including effects returns, playback or any other production source).
- Please have an 8'x8' area dedicated for FOH set up.
- Lake Processing Preferred. Please notify as to the house processing.
- Any House Processing should be unlocked and able to access.

PA SPEAKER SYSTEM

Should be professional equipment sufficient for the room and should equally cover every area of the room.

System shall be of professional quality, in good working order, and "able" to generate a clean SPL of 110 dB SPL "A" weighted @ FOH mix position (approx. 45' from downstage edge) of clean, clear undistorted sound, with enough enclosures to cover the entire listening area. It shall be a LINE ARRAY SYSTEM, a minimum of 4 way, actively crossed over, IN STEREO. **PLEASE CONFIGURE TO RUN SUBS OFF AN AUX.** Mono systems are unacceptable! Quantity of subwoofers are per advance and at the discretion of Production Manager/ Band engineer but there should be at least a 1:1 ratio between the amount of high/ mid/low boxes in the main array to the amount of subs in the room. This is a pop show; there must be enough subwoofer cabinets to produce a healthy amount of bottom to sufficiently fill the room with pop-level bass. Subs should be able to produce 60hz for the duration of the show reaching a level of 118db.

ACCEPTABLE: Speaker systems are: D&B / L-Acoustics / EAW / Meyer / Clair / Martin Audio / QSC Wideline / JBL Vertec (Version 5 only) and with any of those manufacturers' 2x18" or 2x21" subwoofer cabinets.

UNACCEPTABLE: Speaker systems: Any Peavey/ EV Manifold / Any "Local" Proprietary system that does not meet the approval of the ARTIST sound engineer.

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Karmin, 2014-Full Band Audio Rider. 04/18/14



AUDIO RIDER 2014

MONITOR CONSOLE

- **Console – Must be Avid Profile, SC48, Digico SD7, SD8 or SD10, Midas Pro2, Pro3, Pro6, Soundcraft vi6 (PLEASE NO YAMAHA CONSOLES!!!!)**
- Please have an 8'x8' area dedicated for Monitor set up.

WEDGES

- We need TWO (2) Bi-amped 15'x1 with 2' horn wedges with amps.
- Any wedges required by any and all support acts need to be provided separate from what is mentioned above.

SUBS

- We need ONE (1) dual 18" Subwoofer or Butt Kicker for drums with amplifier and all necessary cables and adapters(P4-NL4-Banana, etc.).
- Any subs required by any and all support acts need to be provided separate from what is mentioned above.

IEM

- Please provide EIGHT (8) dedicated channels of Shure PSM 1000 In-Ear Monitor systems with antenna distribution and high powered helical or dome antenna.
- All transmitters and belt packs must be set to stereo, flat EQ and limiters turned off.
- Any wireless in-ear monitors required by any and all support acts will need to be separate of what is being provided for Karmin.

Wireless Microphone Systems

- Please provide SEVEN (7) dedicated channels of Shure UHF-R Wireless microphone systems. Sennheiser will not work.
- Of those systems, we need FIVE (5) Handheld transmitters with SM58 capsules, TWO (2) Beltpack transmitters with (1-Beta 98 Horn Mounted microphone, 1- DPA 4088 Headset microphone)
- Any wireless mics required by any and all support acts will need to be provided by the house and separate of what is being provided for Karmin.

SNAKES AND CABLING

- Please provide dedicated Sub Snakes that will remain in place and not get moved or unpatched for the duration of the day once soundcheck is complete.
- If this requires an additional split snake to take care of the openers, please have that available.
- All sub snakes used for the openers must be separate from the ones used for Karmin.
- Please provide at least 50 dedicated XLR cables of approximately 25' in length to patch the stage separate of what is required for the openers.

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Karmin, 2014-Full Band Audio Rider. 04/18/14



AUDIO RIDER 2014

MICROPHONE's/DI's

We are carrying our own mic package but need stands. Any microphones required by any and all support acts to be provided by the house. Please provide the list below or something comparable as a spare and for support acts.

- (2) Beta 91a
- (2) Shure Beta52, Audix D6, Sennheiser 602, Beyerdynamic M88
- (8) Shure SM 57, Shure SM56
- (1) Beyerdynamic M201 (If available)
- (4) Sennheiser e904, e604, (NO! Shure Beta98)
- (2) Sennheiser MD 421
- (3) AKG c451 B, or Neumann KSM 184, Shure Sm81
- (2) AKG 414 or KSM32, AT4050
- (10) Active DI- Radial J48, or Klark
- (4) Passive DI- Radial JDI
- (5) Shure UR4D wireless with SM58 Capsules with Paddle antenna distribution
- (2) Shure UR4D wireless with Beltpack transmitters with Paddle antenna distribution and (1) Beta 98 horn mounted mic and (1) DPA 4088 headset mic.
- (3) wireless clips
- (2) Shure 58s, or any other switched mic
- (8) Shure 58, or any other vocal mic

MIC STANDS

- (12) Tall Heavy-Duty Tripod Boom Stands (Black)
- (6) Short Tripod Boom Stands (Black)
- (4) Short Boom Stands (Black)
- (2) Straight Round Base Black
- (6) Black Sandbags

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Karmin, 2014-Full Band Audio Rider. 04/18/14



LIGHTING RIDER 2014

LIGHTING REQUIREMENTS

- All subjects to approval per advance
- We currently do not have a lighting plot as we do not have an LD at the moment.

PERSONNEL

PLEASE PROVIDE 1 EXPERIENCED Lighting Designer/Board Operator(as we currently are not traveling with an LD) and enough lighting technicians to assemble the lighting rig.

- Acceptable Consoles: Grand MA, Avo Pearl, Whole Hog, etc.

Lighting Rig

Flown rig with downstage and upstage truss each spanning the width of the stage.

40 ft. pipe that can be brought in and out to hang backdrop from positioned just upstage of the upstage truss.

At least 48k(96k would obviously be better) conventionals in RGBA upstage and downstage

4 moles for audience blinders

12 lekos for specials(two main artists and three other band members).

Please let me know what you have in the way of movers.

At least two to four follow spots with operators.

If there isn't an appropriate place for the follow spots already in the venue, please build scaffold towers with drape to conceal them.

Com system(RTS or Clearcom) to communicate between LD and follow spot operators.

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Karmin, 2014-Full Band Lighting Rider. 04/18/14

Karmin Input List Full Band as of 04.18.14

Split	Sub Snake	Monitors (Patch)	FOH (Patch)	Instrument	Mics/D.I.'s	Type	FOH Processing	Notes	48V
1	Drum & Bass Ch. 1	1	1	Kick Drum In	Shure Beta91	Drums	Gate/Comp	We Carry Mic	X
2	Drum & Bass Ch. 2	2	2	Kick Drum Out	Heil PR48	Drums	Gate/Comp	We Carry Mic & NEED Short Boom Stand	
3	Drum & Bass Ch. 3	3	3	Sub Kick	Yamaha Subkick	Drums	Gate	We NEED Mic & NEED Stand	
4	Drum & Bass Ch. 4	4	4	Snare Top (Dynamic)	Beyerdynamic M201	Drums	Compressor	We Carry Mic & NEED Medium/Short Boom Stand	
5	Drum & Bass Ch. 5	5	5	Snare Top (Condensor)	AKG C451	Drums	Compressor	We Carry Mic & NEED Medium/Short Boom Stand	X
6	Drum & Bass Ch. 6	6	6	Snare Bottom	Shure SM57	Drums		We Carry Mic & NEED Short Boom Stand	
7	Drum & Bass Ch. 9	7	7	Hi Hat	Shure SM81	Drums		We Carry Mic & NEED Medium/Short Boom Stand	X
8	Drum & Bass Ch. 10	8	8	Rack Tom 1 (10")	Heil PR28	Drums	Gate/Comp	We Carry Mic & Clamp	
9	Drum & Bass Ch. 11	9	9	Rack Tom 2 (12")	Heil PR28	Drums	Gate/Comp	We Carry Mic & Clamp	
10	Drum & Bass Ch. 12	10	10	Floor Tom 1 (14")	Heil PR31BW	Drums	Gate/Comp	We Carry Mic & Clamp	
11	Drum & Bass Ch. 13	11	11	Floor Tom 2 (16")	Heil PR30B	Drums	Gate/Comp	We Carry Mic & Clamp	
12	Drum & Bass Ch. 14	12	12	Ride	AKG C451	Drums		We Carry Mic & NEED Medium/Short Boom Stand	X
13	Drum & Bass Ch. 15	13	13	Overhead L	AKG C214	Drums	Compressor	We Carry Mic & NEED Tall Boom Stand	X
14	Drum & Bass Ch. 16	14	14	Overhead R	AKG C214	Drums	Compressor	We Carry Mic & NEED Tall Boom Stand	X
15	Drum & Bass Ch. 17	15	15	SPD	Radial JDI	Drums	Compressor	We Carry DI	
16	Drum & Bass Ch. 18	16	16	Drum Talkback	Heil PR22	Talkback		We Carry Mic and OptiGate & NEED Tall Boom Stand	X
17	Drum & Bass Ch. 19	17	17	Bass D.I. Pre	A-Designs REDDI	Bass	Compressor	We Carry DI	
18	Drum & Bass Ch. 20	18	18	Bass D.I. Post	Direct Output from Amp	Bass	Compressor		
19	Drum & Bass Ch. 21	19	19	Bass TB Mic	Heil PR22	Talkback		We Carry Mic and OptiGate & NEED Tall Boom Stand	X
20	Guitar 1 Ch. 1	20	20	Electric Guitar 1	Heil PR30	Guitars		We Carry Mic & Z-Bar	
21	Guitar 1 Ch. 2	21	21	Electric Guitar 2	Royer R101	Guitars		We Carry Mic & Z-Bar	
22	Guitar 1 Ch. 3	22	22	Drum Track L	Radial SW8 1 Ch1	Track	Compressor	We Carry DI	
23	Guitar 1 Ch. 4	23	23	Drum Track R	Radial SW8 1 Ch2	Track	Compressor	We Carry DI	
24	Guitar 1 Ch. 5	24	24	Music Track L	Radial SW8 1 Ch3	Track	Compressor	We Carry DI	
25	Guitar 1 Ch. 6	25	25	Music Track R	Radial SW8 1 Ch4	Track	Compressor	We Carry DI	
26	Guitar 1 Ch. 7	26	26	Vocal Track L	Radial SW8 1 Ch5	Track	Compressor	We Carry DI	
27	Guitar 1 Ch. 8	27	27	Vocal Track R	Radial SW8 1 Ch6	Track	Compressor	We Carry DI	
28	Guitar 1 Ch. 9	28	28	Cue	Radial SW8 1 Ch7	Track		We Carry DI	
29	Guitar 1 Ch. 10	29	29	Click	Radial SW8 1 Ch8	Track		We Carry DI	
30	Guitar 1 Ch. 11	30	30	Guitar Vocals	Telefunken M81SH	Vocals	Compressor	We Carry Mic & NEED Tall Boom Stand	
31	Guitar 1 Ch. 12	31	31	Guitar TB Mic	Heil PR22	Talkback		We Carry Mic and OptiGate & NEED Tall Boom Stand	X
32	Keyboard Ch. 1	32	32	Midi Keys Left	Radial Pro D2 Left	Keys	Compressor	We Carry DI	
33	Keyboard Ch. 2	33	33	Midi Keys Right	Radial Pro D2 Right	Keys	Compressor	We Carry DI	
34	Keyboard Ch. 3	34	34	Keyboard Left	Radial Pro D2 Left	Keys	Compressor	We Carry DI	
35	Keyboard Ch. 4	35	35	Keyboard Right	Radial Pro D2 Right	Keys	Compressor	We Carry DI	
36	Keyboard Ch. 5	36	36	Nick TB	Heil PR22	Talkback		We Carry Mic and OptiGate & NEED Tall Boom Stand	X
37	Direct to Split	37	37	Trombone	Shure RF Beta98	Horns	Compressor	We NEED RF System and Mic	
38	Direct to Split	38	38	Main Vocals (Amy)	Shure RF Microphone with Telefunken M80 Capsule	Vocals	Compressor	We Need Wireless System BUT Carry Capsule. We Need Tall Straight Stand with Wireless Clip	
39	Direct to Split	39	39	Keys Vocals (Nick)	Shure RF Microphone with Telefunken M80 Capsule	Vocals	Compressor	We Need Wireless System BUT Carry Capsule. We Need Tall Boom Stand with Wireless Clip	
40	Direct to Split	40	40	Amy FX Mic	Shure RF Microphone with Heil RC35 Capsule	Vocals		We Need Wireless System BUT Carry Capsule. We Need Tall Straight Stand with Wireless Clip	
41	Direct to Split	41	41	Jimmi Talkback	Shure RF Microphone with DPA 4088 Headset	Talkback		We Need Wireless System, mic and talkback	
42		42	42						
43		43	43						
44		44	44						
45		45	45						
46		46	46	Walkie-Talkie	Whisperwind DI	Talkback		We Carry Walkie and NEED DI	
47		47	47	Talkback from Mons				We Need Mic	
48		48	48	Talkback from FOH				We Need Mic	

FOH Auxes

Patch	Sub Snake	Aux/ Group	Mix				Notes
1		1	Kick/Snare Group				Compressor
2		2	Bass Group				Compressor
3		3	Guitar Group				Compressor
4		4					
5		5					
6		6					
7		7					
8		8					
9		9	Snare Verb				Drum Room/Large Plate/Small Hall
10		10	Tom Verb				Hall Verb
11		11	BGV Verb				Small Plate
12		12	Amy Verb				Small Plate
13		13	Nick Verb				Small Plate
14		14	Pitch				Stereo Pitch Shift (Left Channel -9cents Fine, Right Channel +9cents Fine)
15		15	Amy Delay				Mono Tap Delay
16		16	Nick Delay				Mono Tap Delay
17		17					
18		18					
19		19					
20		20					
21		21					
22		22	Send to Monitors				
23		23	Center Fill Routed to Matrix 3				
24		24	Sub Routed to Matrix 4				

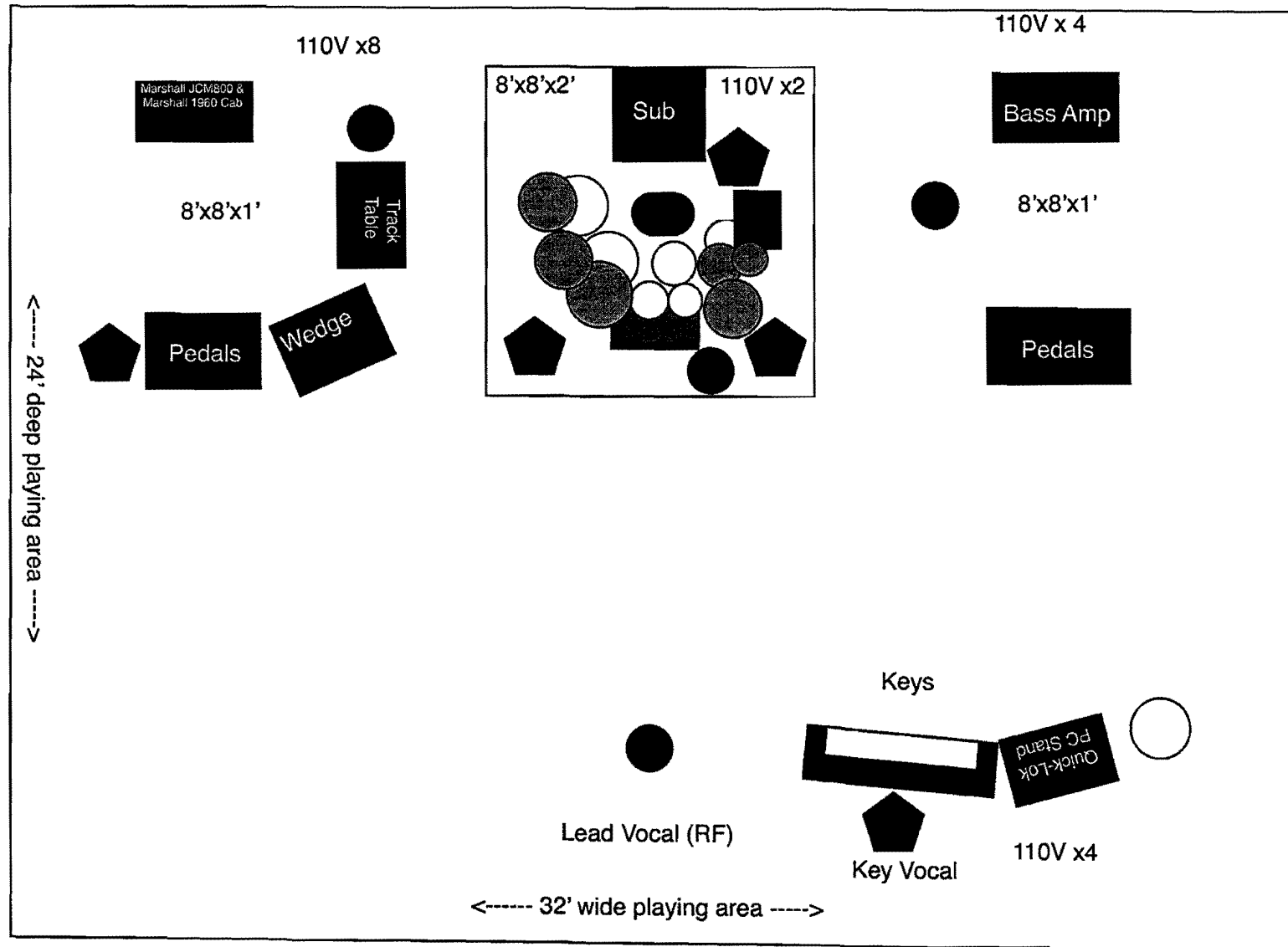
FOH Matrixes

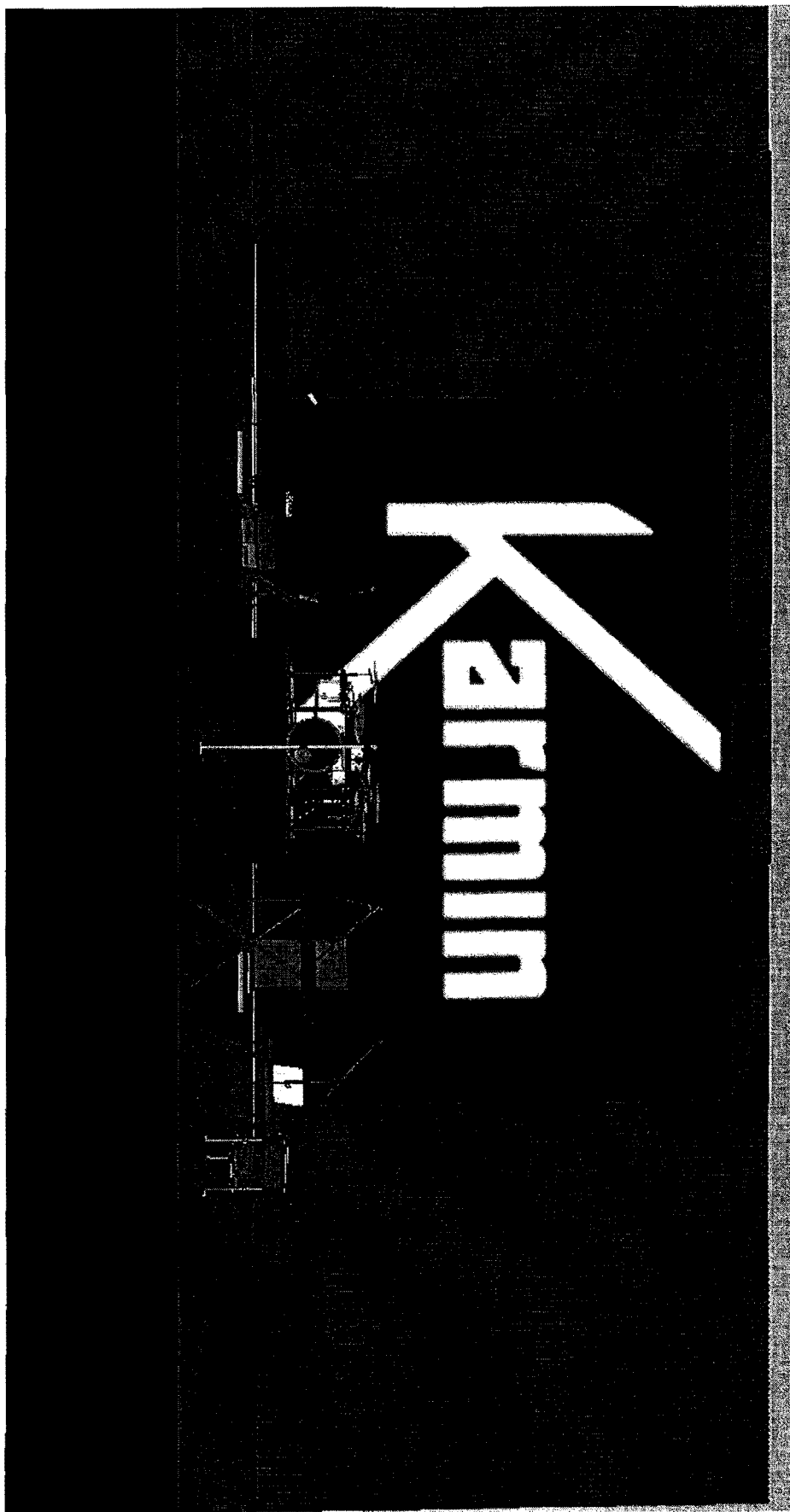
1		1	Main Left PA				Send from Main Left
2		2	Main Right PA				Send from Main Right
3		3	Center Fill				Send from Aux 23 & Left/Right
4		4	Sub				Send from Aux 24
5		5	Delay Fill				Send from Main Left/Right
6		6	Smaart Send				Send from Main Left/Right
7		7	Record Left				Send from Main Left
8		8	Record Right				Send from Main Right

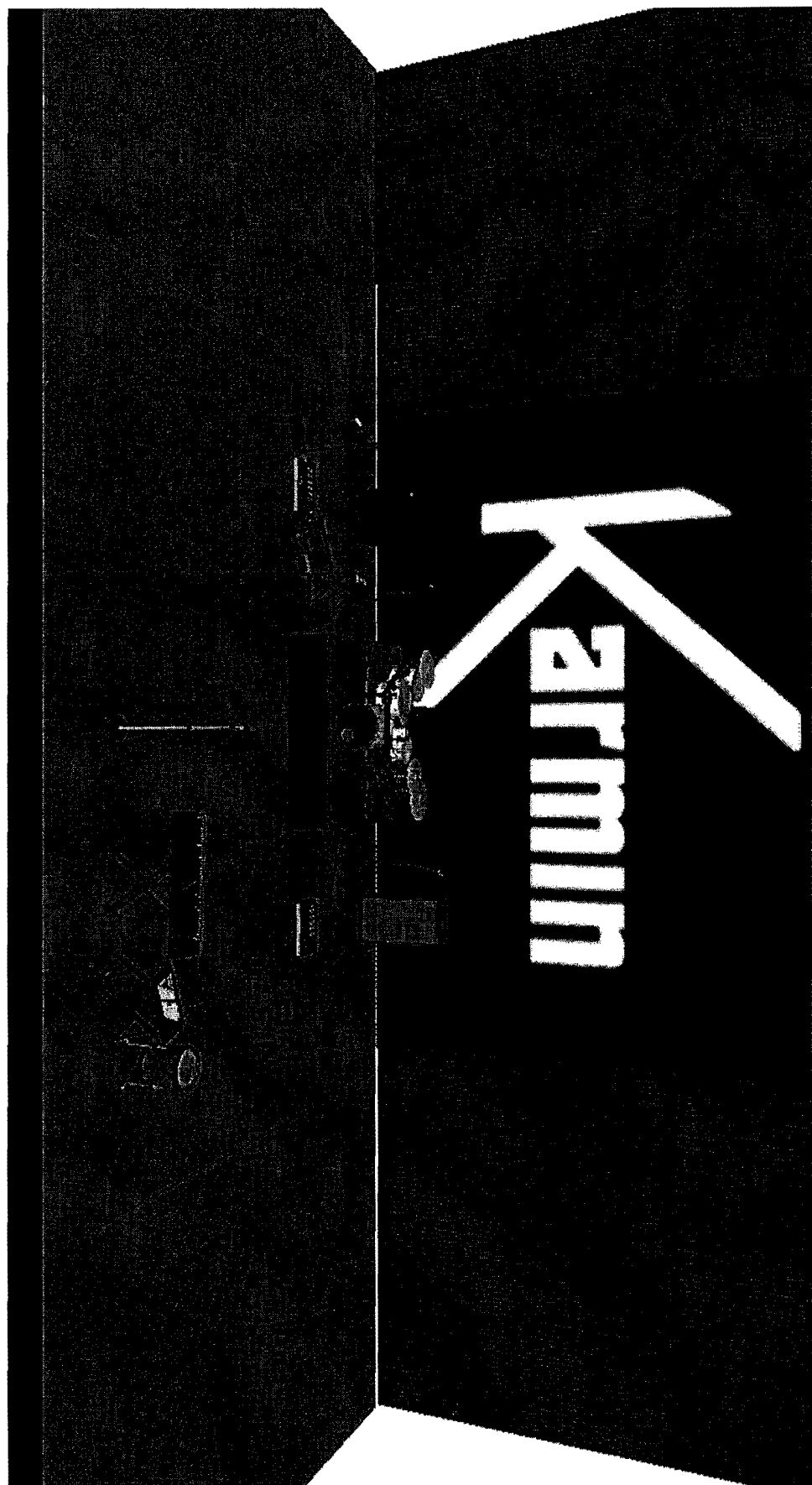
Monitor Mixes

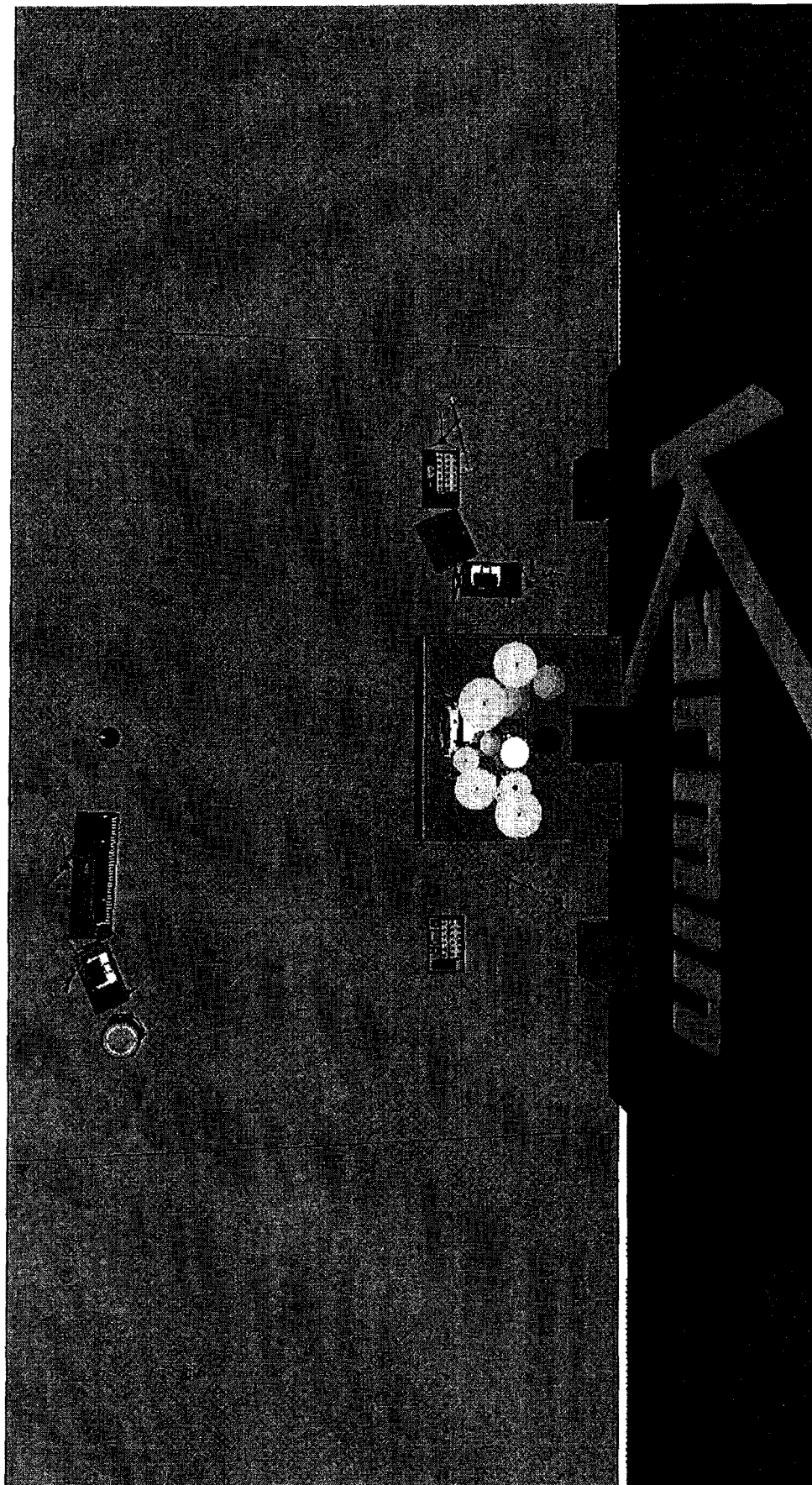
Patch	Sub Snake	Aux/ Mix	Mix	Location	Processing	Notes
		1	Lead Vox IEM Mix Left			Shure PSM 900/1000 or Sennheiser G2/G3 Wireless Stereo System
		2	Lead Vox IEM Mix Right			Shure PSM 900/1000 or Sennheiser G2/G3 Wireless Stereo System
		3	Keys IEM Mix Left			Shure PSM 900/1000 or Sennheiser G2/G3 Wireless Stereo System
		4	Keys IEM Mix Right			Shure PSM 900/1000 or Sennheiser G2/G3 Wireless Stereo System
		5	Guitar IEM Mix Left			Shure PSM 900/1000 or Sennheiser G2/G3 Wireless Stereo System
		6	Guitar IEM Mix Right			Shure PSM 900/1000 or Sennheiser G2/G3 Wireless Stereo System
		7	Bass IEM Mix Left			Shure PSM 900/1000 or Sennheiser G2/G3 Wireless Stereo System
		8	Bass IEM Mix Right			Shure PSM 900/1000 or Sennheiser G2/G3 Wireless Stereo System
		9	Drum IEM Mix Left			Shure PSM6HW Hardwired pack (We Carry Spare)
		10	Drum IEM Mix Right			Shure PSM6HW Hardwired pack (We Carry Spare)
		11	Stage Mngr Mix Left			Shure PSM 900/1000 or Sennheiser G2/G3 Wireless Stereo System
		12	Stage Mngr Mix Right			Shure PSM 900/1000 or Sennheiser G2/G3 Wireless Stereo System
		13	Drum Sub			Dual 18" Subwoofer
		14	Guitar Wedge		1/3 Octave 31 Band Graphic EQ	15" Bi-Amped Wedge
		15				
		16				
		17				
		18				
		19				
		20				
		21				
		22				
		23				
		24				
		Monitor Left				Shure PSM 900/1000 or Sennheiser G2/G3 Wireless Stereo System
		Monitor Right				Shure PSM 900/1000 or Sennheiser G2/G3 Wireless Stereo System

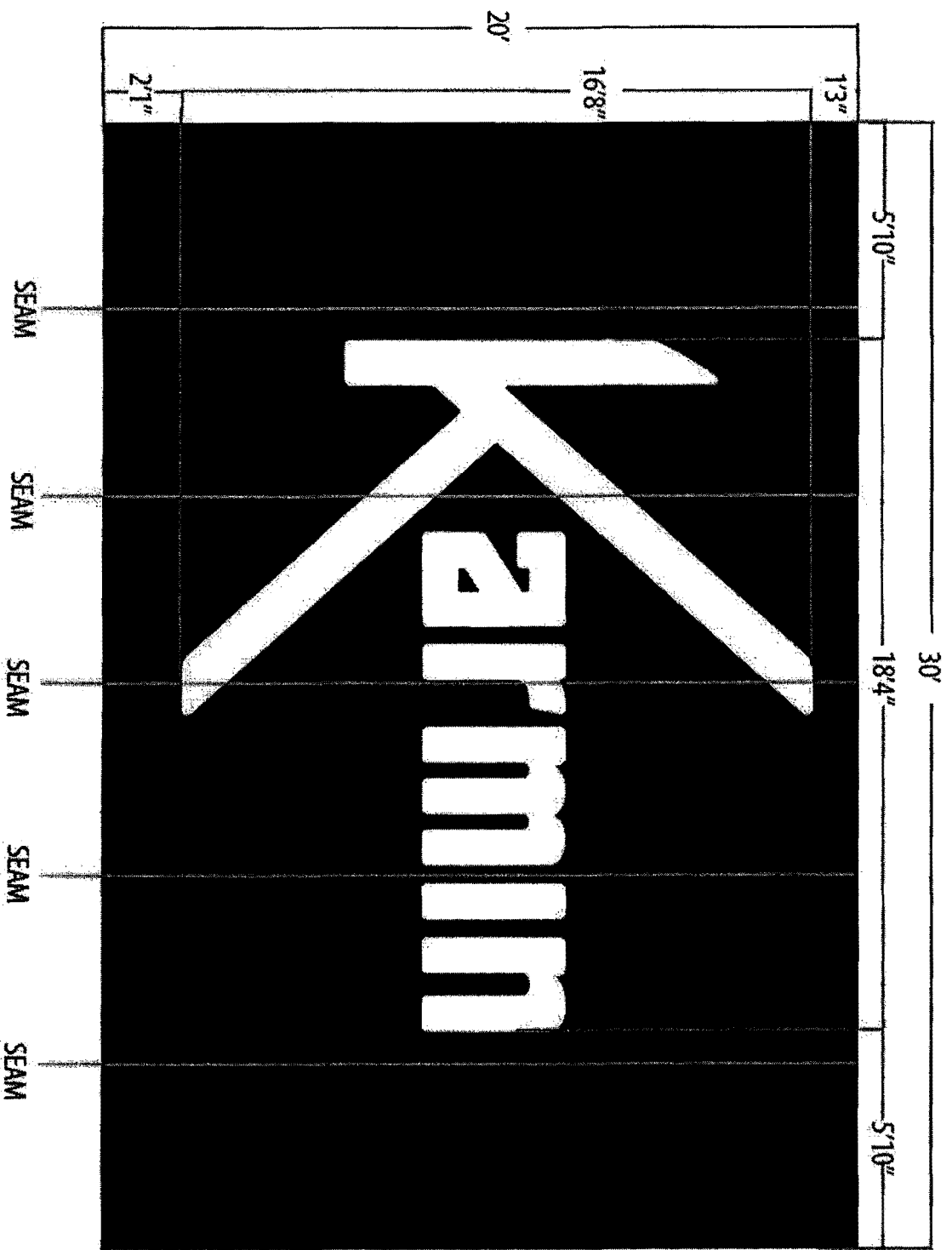
Karmin Stage Plot Schematic Diagram Summer 2014













BACKLINE RIDER 2014 "Full Band"

PERSONNEL

We will need minimum 1 professional backline technician who can set up the entire backline and can assist the band during sound check and the show

DRUMS: Mika Fineo (Fully endorsed and rep contact info is below)

DW and Sabian Cymbals

DW Rep: Steve Vega +1 805-485-6999 StevenV@dwdrums.com

DW Rep: Garrison Scott +1 805-485-6999 Ext. 355 Garrison@dwdrums.com

Sabian Rep: Chris Stankee +1 818-845-9161 christians@sabian.com

Evans Rep: Steve Lobmeier +1 631-439-3226 Steve.Lobmeier@daddario.com

Vater Rep: Chad Brandolini +1 781-767-9877 chadb@vater.com

Production Contact:

Brian Pomp (PM,FOH)

+1 323-599-7596

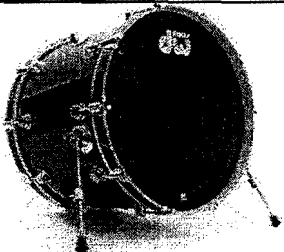
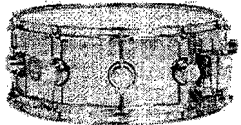

brianpomp@mac.com

Stage Manager/Backline Tech:

James Johnson

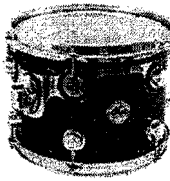
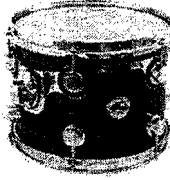
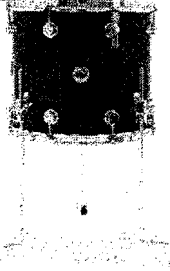
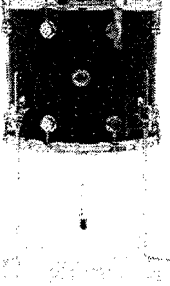
+1-323-718-0329

jimizona@gmail.com

Make	Model	Type	Quantity	Picture	Notes	Checklist
DW	Collector Series Maple	20" Long x 22" Diameter Bass Drum	1		Any color will do. The whole kit has to match. Please Evans Front Resonant Head with a 5" hole in the front right head for microphones. Also an Evans Batter Head Clear EQ3 or EQ4 with 4 Evens EQ Pads or a pillow inside the drum.	
DW	Collector Series made of Solid Metal Shell or other Top of the line DW Snares	5 1/2" Deep x 14" Diameter Snare Drum	1		Top Head: Evans Coated G14 or Remo Emperor X Bottom Head: Evans Hazy 300 or Remo Ambassador Snare Side head	
DW	Collector Series made of Solid Wood Shell or other Top of the line DW Snares	5 1/2" Deep x 14" Diameter Snare Drum	1		Top Head: Evans Coated G14 or Remo Emperor X Bottom Head: Evans Hazy 300 or Remo Ambassador Snare Side head	


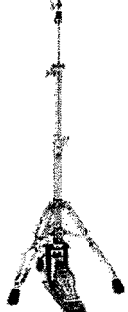



BACKLINE RIDER 2014 "Full Band"

DW	Collector Series Maple	10" Diameter x 8" Deep Rack Tom with any and all mounting attachments	1		Top Head: Evans Clear G2 or EC2 Clear Head Bottom Head: Evans G1 Clear Head Any color shells will do. The whole kit has to match.	
DW	Collector Series Maple	12" Diameter x 8" Deep Rack Tom with any and all mounting attachments	1		Top Head: Evans Clear G2 or EC2 Clear Head Bottom Head: Evans G1 Clear Head Any color shells will do. The whole kit has to match.	
DW	Collector Series Maple	14" Diameter x 14" Deep Floor Tom with LEGS	1		Top Head: Evans Clear G2 or EC2 Clear Head Bottom Head: Evans G1 Clear Head Any color shells will do. The whole kit has to match.	
DW	Collector Series Maple	16" Diameter x 16" Deep Floor Tom with LEGS	2		Top Head: Evans Clear G2 or EC2 Clear Head Bottom Head: Evans G1 Clear Head Any color shells will do. The whole kit has to match.	



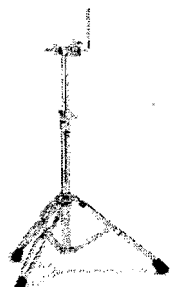



BACKLINE RIDER 2014 "Full Band"

DW	9000	Cymbal Double Braced Boom Stand	9			
DW	9000	Hi Hat Stand with 3 Legs or 2 Leg model if 3 Leg is unavailable	2			
DW	9000	Snare Drum Stand	2			

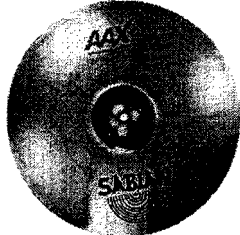
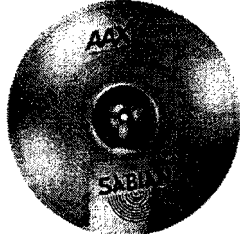
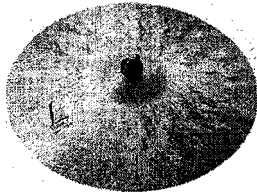
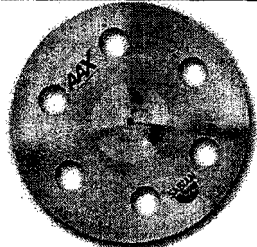


BACKLINE RIDER 2014 "Full Band"

DW	9000	Tractor Style Drum Throne	1			
DW	5000	Single Bass Drum Pedal	2		NEWER MODEL Chain Drive If it's an old model, please provide Single DW 9000 instead	
DW	9000	Single Tom Stand	3			
DW	9000	Sliding Tom Mount, Mounted to Bass Drum	1			

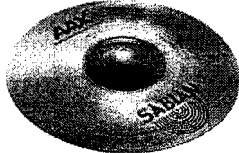
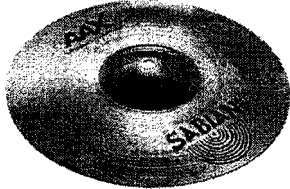
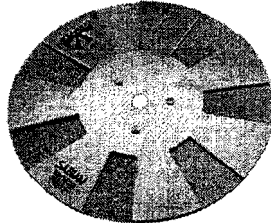
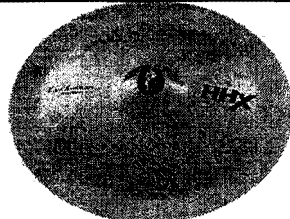


BACKLINE RIDER 2014 "Full Band"

Sabian		19" Evolution or X plosion Crash	1			
Sabian		16" Evolution or X plosion Crash	1			
Sabian		18" Legacy Crash	1			
Sabian		16" AAX O-zone Crash	1			

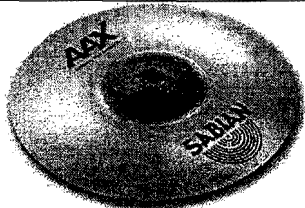
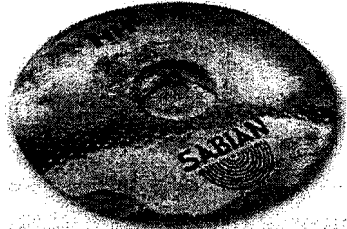
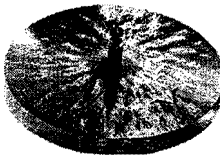
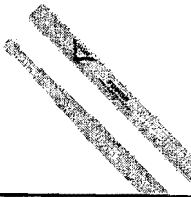
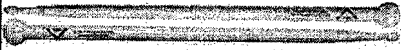


BACKLINE RIDER 2014 "Full Band"

Sabian		7" HHX Evolution Splash	1			
Sabian		10" HHX Evolution Splash	1			
Sabian		10" or 12" Chopper	1			
Sabian		14" HHX Evolution Mini Chinese Cymbal				

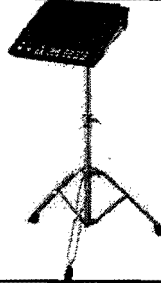

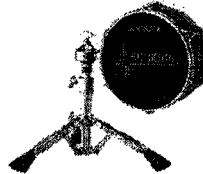
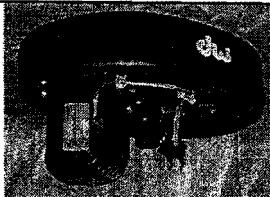


BACKLINE RIDER 2014 "Full Band"

Sabian		14" Thin Crash any model (Used to stack for an effect)				
Sabian		20" HH Leopard Ride	1			
Sabian		14" Artisan Hi Hat (Top and Bottom)	1			
Vater	Fusion	Drum Sticks	4 Pairs			
Vater	Fusion Acorn	Mallets	1 Pair			



BACKLINE RIDER 2014 "Full Band"

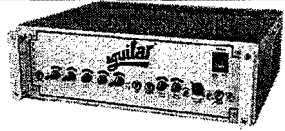



		8' x 8' Drum Rug	1			
Roland	SPD-SX	Drum Sample Pad with Floor Stand	1		Must have all mounting hardware and brackets to mount on the floor stand.	
Vater	VHSM	Multi Stick Holder	1			
Yamaha	Sub Kick	Sub Kick Microphone	1			
Butt Kicker		Throne Mounted Sub Frequency Shaker	1		Please provide any and all necessary mounting hardware and connectors and adapters.	



BACKLINE RIDER 2014 "Full Band"

BASS: Andrew James (Full Aguilar Endorsed, Rep contact info below)

Aguilar Rep: Justin Huth +1(212) 431-9109 jhuth@aguilaramp.com


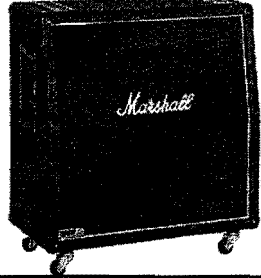
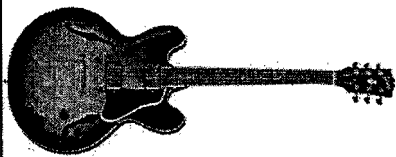

Aguilar	750 or 751	Bass Amplifier Head in Road Case.	2		With (2x) 5' NL4 speaker cable. In a	
Aguilar	GS412	GS 4x 12" Speaker Cabinet in Road Case.	2			
Fender	Jazz Bass	4 string American made Jazz bass	1			
		Bass Guitar Stand	2			
		25' Instrument Cables	3			
		10' Instrument Cables	2			
		1' Instrument Cable	2			
Boss	TU2	Guitar Tuner	1			



BACKLINE RIDER 2014 "Full Band"

GUITAR: Zak Bowman (Endorses Gibson Guitars and rep info is below)

Gibson Rep: Tina Simpkin 416-531-4327 tina.simpkin@gibson.com


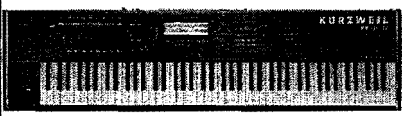

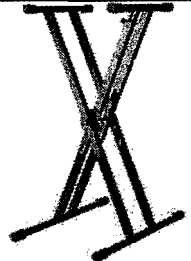
Marshall	JCM 800	Guitar Amplifier Head	1		JCM 2000 is a good substitution. In Road Case	
Marshall	1960 4x12 Cabinet	Guitar Speaker Cabinet	2		In Road Case. Need to be able to remove wheels.	
Gibson	ES335, ES336 or ES355	Hollow body Gibson Guitar	1		Cannot be substituted by any other brand or knock off	
		Guitar Stand	4			
		25' Instrument Cables	4			
		1' Instrument Cable	4			
Latin Percussion		Percussion Table (No Accessory Rack Necessary)	1		Any other type of percussion table will not work due to the weight of the rack we will place on it.	



BACKLINE RIDER 2014 "Full Band"



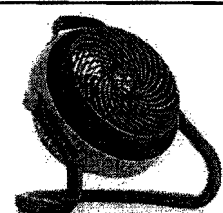
PIANO: Nick Noonan (Fully endorsed with Kurzweil and rep contact info is below)

Kurzweil Rep: Randy Fuchs +1 (954) 536-8436 Randy@artistrelations.com

Kurzweil	PC3LE8	88 key, Weighted Keyboard	1		THERE ARE NO SUITABLE SUBSTITUTIONS!!!	
Kurzweil	PC3K8	88 key, Weighted keyboard	1		THERE ARE NO SUITABLE SUBSTITUTIONS!!!	
		10' Instrument Cables	6			
Kurzweil		Sustain Pedal WITHOUT polarity switch	2			
QuikLok	2-Tier X-Stand	HEAVY DUTY - Single Tier Keyboard X-Stand. (<i>Upper tier must be able to support 60lbs at a 30 degree angle.</i>)	2			



BACKLINE RIDER 2014 "Full Band"

Quiklok	LPH-003	Portable Laptop Stand	1		It is very important to have this stand because we need it to be very portable.	
MISCELANNEOUS						
N/A		Trombone Stand	1			
		Floor Fan	4			
N/A	Power Convertor	THIS ONLY APPLIES TO SHOWS OUTSIDE OF THE UNITED STATES.	6		Needs to convert your power(Perhaps 220v-240v) to U.S. 110v-120v 20 amps	

Little Machines Tour Rider – 2015

This rider to the contract dated _____ by and between LIGHTS (herein referred to as "ARTIST") and _____ (herein referred to as "PURCHASER") for the engagement at _____ on the date of _____ is made part of and setting forth additional terms and conditions to the attached contract.

Should the PURCHASER have any problems in fulfilling any items herein, please immediately contact:

AGENCY:

THE AGENCY GROUP
2 BERKELY ST, SUITE 202
TORONTO, ON
M5A 4J5
PH: (416) 368-5599
FAX: (416) 368-4655

Canada

JACK ROSS
jackross@theagencygroup.com

JAIME LABADIE
jaime@theagencygroup.com

United States

DAVID GALEA
davidgalea@theagencygroup.com

RYAN EDMUNDSON
ryanedmundson@theagencygroup.com

MANAGEMENT:

Last Gang Entertainment
171 East Liberty Street suite 330
Toronto, ON M6K 3P6

RYAN CAIN
+1 416 706 0522
ryan@lastgangentertainment.com

TOUR MANAGER:

MIKE SAVAGE
+1 904 608 3930
savageaudio@ms.com

THIS DOCUMENT CONTAINS 5 PAGES

Little Machines Tour Rider – 2015

RIDER CONTENTS:

1. Compensation
2. Billing and Advertising
3. Complimentary Tickets
4. Lodging
5. Dressing Room & Production Office
6. Merchandise
7. Catering Requirements
8. Security
9. Audio/Lighting/Stage requirement
10. Labor requirements
11. Call Times and Day Schedules
12. Parking
13. Cancellation

1. COMPENSATION

Balance of guarantee as well as any percentage that may occur should be settled after box office closes, during Lights' performance. Purchaser to provide a pre-settlement early on in the day along with receipts to back up expenses. Every effort should be made to keep the Tour Manager up to date with expenses and any changes to the budgeted expenses as they occur. All expenses incurred by the show should be backed up, copied and handed to the Tour Manager at time of settlement if not with the pre-settlement. Cheques are to be made out to LIGHTS MUSIC INC.

2. BILLING & ADVERTISING

ARTIST shall receive appropriate billing in any and all approved publicity releases and paid advertisements, including but not limited to: programs, flyers, signs, lobby boards and marquees, as well as all other displays and publications where ARTIST'S name appears in connection with the engagement herein.

Management will have prior approval on any and all radio, television, newspaper and/or magazine interviews (requiring the participation of ARTIST) in conjunction with this performance.

Billed as: Lights

ARTIST will have prior approval of any corporate sponsorship in conjunction with this performance.

3. COMPLEMENTARY TICKETS & PASSES

PURCHASER shall provide and hold for ARTIST a total of twenty (20) complimentary tickets in the venue's preferred seating areas. PURCHASER will establish a preferred seating area if one is not already established. A guest list will be submitted by the ARTIST Tour Manager on day of show. Any tickets not used shall be released by ARTIST 30 minutes prior to show time for sale to the public at the regular printed price. The guest list will be returned to ARTIST Tour Manager at the end of the show with "NO SHOWS" marked and left over passes.

4. LODGING

In the event Purchaser is responsible for ARTIST'S lodging, reservations for TEN (10) SINGLE hotel rooms will be made in advance, at 4 or 5 star hotels only. Hotel is subject to Tour Manager's approval. Please have hotel information to Management with a paid confirmation number within one week of event along with point person contact at said hotel.

Little Machines Tour Rider – 2015

5. DRESSING ROOMS

Purchaser agrees to provide **TWO (2)**, secure and lockable dressing rooms and to have the following items set up in each dressing room prior to the start of load-in. Please refer any questions or advance any changes with the Tour Manager prior to the date of performance

1- Production Office: (Occupancy approximately 4 people)

Purchaser to provide a clean, well-lit and dry room to be used as a touring production office.

Please provide the following:

- TWO (2) Six foot tables or desk
- FOUR (4) chairs
- FOUR (4) 115v power outlets
- High Speed Internet, DSL or WIFI.
- Space heaters if cold, AC or fans if hot

Will provide
office to best
of ability on
site.

2-Band Dressing Room (Occupancy 6 people)

Purchaser to provide a clean, well-lit and dry room close to stage entrance to be used by LIGHTS Band Members.

Please provide the following:

- TWO (2) Six foot tables for hospitality
- SIX (6) Chairs and TWO (2) couches
- TWO (2) full length mirror
- Clothes rack and hangers
- FOUR (4) 115v power outlet
- Space heaters if cold, AC or fans if hot
- ~~Private bathroom and shower (in the event this is not possible,~~
PURCHASER to provide 1 hotel room for showers at a nearby (walking distance) hotel. If hotel is not walking distance, a runner & vehicle will be needed.
- Twelve (12) large bath towels

6. MERCHANDISE

ARTISTS shall have the right to sell Clothes, CDs, etc.; Receipts thereof shall belong exclusively to the ARTISTS. NO other sales or distribution of material pertaining to ARTISTS will be allowed without prior consent. PROMOTER must provide in a permitted, visible, ideally main entrance area:

- Three (3) 3 foot x 8 foot tables
- One (1) Chair
- 115v power outlet
- Adequate lighting for wall displays

Little Machines Tour Rider - 2015

7. CATERING REQUIREMENTS

* Dressing Room Hospitality subject to change upon advance with Tour Manager. There shall be complimentary food and beverages for ARTIST and crew (10 People Total), consisting of: Please set up for load in, in the dressing room. Please be specific with items.

- A Hot Dinner for 10 people (Please advance with Tour Manager) or a buyout of \$25 per person.
- 1 750ml Bottle of White Wine (Rouge) - Only Zinfandel wine (Barefoot, Gallo, Woodbridge, Beringer) ** THIS IS VERY IMPORTANT
- Assorted sandwiches for 6 people at load in (we prefer to make our own): 500g Turkey, 500g ham, 500g Salami, three avocados, two tomatoes and Romaine lettuce, Swiss, Cheddar and Havarti cheese, Dijon mustard and 1 loaf of fresh French baguette and 1 loaf of whole wheat bread.
- *** We will need a cutting board with knife/cutlery / plates / paper towels. ***
- Organic fruit (oranges, bananas, red seedless grapes) (whole fruit - not a tray)
- Veggie Tray enough for 6 people w/ Celery, Cucumber, Carrots, etc.
- 1 Bag of Covered Bridge or Miss Vickies Salt and Vinegar Chips
- 1 Bag of Dried Mango, Philippine brand preferred, otherwise anything from Philippines.
- 1 large container of humus with whole wheat pita crisp
- 1 bag of Restaurant-style tortilla chips (salt free if possible)
- 1 Jar of medium salsa
- 4 single serving Fat Free Yogurt (Some Plain, Some Mixed Fruit)
- 1 box of assorted Granola Bars
- 4 packs of Gum - your choice
- 72 500ml bottles of water - NO DASANI
- 4 Red Bull energy drinks
- 24 bottles of Pilsner Urquell or good local brew
- 1 bottle of Glenlivet 12 year 750ml, or Johnny Walker Black Label 750ml
- 1 750ml bottle of Bonterra Organic Cabernet Sauvignon or similar
- 6 237ml Glass Bottles Regular Coke
- 2 355ml Cans Coconut Water
- Assorted herbal teas with a kettle and six mugs
- 24 biodegradable, corn base (not plastic) beer cups
- 8 hand towels for dressing room, 8 hand towels for stage
- 12 bath towels
- 8 Medium size hand towels for onstage
- 2 x 20lb bags of Ice delivered to the Bus at end of show

Confirm
30 Days
PRIOR

8. SECURITY

Purchaser shall guarantee proper security at all times to insure the safety of ARTISTS Instruments and personal property before and after their performance. Any loss or damage to ARTISTS property shall be the sole responsibility of PURCHASER. No less than One (1) security guard shall supervise the backstage. A security meeting with ARTIST Tour Manager, Venue head of security, purchaser representative and venue manager shall be held (60) sixty minutes prior to door time. Only LIGHTS credentials will be honored. PLEASE NOTE that ARTIST Tour Manager reserves the right to clear the hall of any NON-Working peoples during ARTIST sound check and an effort should be made by PURCHASER

Little Machines Tour Rider -- 2015

to make sure that, apart from the necessary local working personnel, NO ONE should be in the hall during ARTISTS sound check.

9. SOUND/LIGHTING/BACKLINE

The Tour Manager will advance all technical and backline requirements.

10. LABOUR REQUIREMENTS

1. The Tour Manager will determine Load-In, Call Back and Load Out times with the PROMOTER in advance.
2. PURCHASER shall provide at his own expense a minimum of four (4) qualified, willing and able stagehands to assist with the unloading and loading of the ARTIST'S trailer and with the safe transportation of the equipment to and from the stage. Crew calls and stagehand numbers will be determined by ARTIST'S Tour Manager based on the specifics of the particular venue. If load-in/load-out is to be upstairs and no elevator is available, a minimum of six (6) stagehands is required. If the tour is traveling with semis, then more stagehands will be needed.

11. DAY SCHEDULE AND CALL TIMES

Schedule is to be advanced and approved by Tour Manager.

12. PARKING

Please advance parking with Tour Manager -- vehicles must be parked as close to venue doors as possible. It is likely that fans will arrive on the venue's property prior to LIGHTS' arrival so a quick entrance is crucial. If necessary, PURCHASER will obtain meter hoods or parking permits to come into force at time of Load In on the day of the engagement in order to make sure space is available all afternoon and night of performance.

13. CANCELLATION

Artist may cancel and terminate this contract and the services to be rendered hereunder, without liability, on (30) thirty days prior written notice to Purchaser.

AGREED TO AND ACCEPTED:

AGREED TO AND ACCEPTED:

PURCHASER

ARTIST

Technical Rider (full band) 2015

Lighting:

Please advance with Tour Manager.

A. LIGHTING FIXTURES

The following is a list of preferred lighting fixtures (suggested quantities for up to approx. 800 pax). Substitutions are often possible - please advance with Tour Manager:

Upstage Flown Lighting (Please advise where flying a truss is not possible)

6 x Platinum Beam 5R or Sharpy

OR 700w or higher Moving Head Profile (Martin, Varilite, Clay Paky) 6 x Mac Aura

3 x Martin Atomic Strobe

Downstage Flown Lighting

6 x 750w Ellipsoid gelled with L202 + R119

1 x "general stage wash" appropriate to stage size, gelled with L202 (Moving wash lights are a very welcome substitution)

6 x Blinder Light (linear 2 or 4 light blinders preferred)

Floor Lighting

FLOOR LIGHTING SHOULD BE FOR THE EXCLUSIVE USE OF LIGHTS

10 x Mac 101

6 x Platinum Beam 5R or Sharpy

6 x Mac Aura

Fog/Atmosphere

2 x Radiance Hazer with fan

B. CONSOLE

Artist carries a pre-programmed show that is only compatible with Chamsys consoles. Please provide a Chamsys MQ100 2014 and playback wing. If this console is not available locally, please notify the Tour Manager and a rental can be arranged.

C. SETUP

Please provide a house LD who can operate, focus, and troubleshoot when necessary. ALL parts of your lighting rig and console. The house LD should be present from the beginning of the load-in.

D. BACKDROP

Lights will sometimes carry a 30w x 24h backdrop (Please advance with Tour Manager) that will need to be hung. Please advise if this is not possible. No exposed upstage walls please - When the Lights backdrop is not being hung, a black drape will be necessary.

E. VENUE LIGHTING

Lights is a very dark and moody show - we will require any venue lighting not required for fire code compliance to be turned off before the show. All lit signage and televisions must be off beginning at least 15 minutes before the performance. House lighting control should be accessible at FOH. Where this is not possible, please provide a house staff member available via a communication line at the house light controls beginning 15 minutes before the scheduled show time.

F. FOG/ATMOSPHERE

Water-based haze is used both during our performance and during programming. Please advise us in advance of your venue's policy on the use of atmospherics. MSDS sheets can be provided upon request.

Technical Rider (full band) 2015

G. SAFETY NOTICES

Lights performance includes heavy strobe lighting, haze/fog and bright lighting. Please clearly post notices at the entrance to the venue to notify audience members that may have medical conditions that could potentially be aggravated.

Audio:

PURCHASER shall provide and pay for the following for Artist's performance and sound check:

H. P.A.

A stereo P.A. must be able to provide clear, undistorted sound throughout the venue. The P.A. must adequately cover the entire room and be capable of 115db of undistorted audio. The actual boxes that make up the speaker system should be discussed and approved by the Tour Manager prior to the engagement. Requested are boxes such as: L-Acoustics, d&b audioteknik, Kling & Freitag or similar along with compatible sub speakers. Please run factory crossover programs on all speakers, with proper amplification.

If it is not a house PA system, please keep in mind while loading in that lights is a very sub-bass oriented act, so, please have enough and with a more distributed sub placement rather than left and right were possible.

Front fills should be set up on a separate output at FOH.

I. FOH CONSOLE

Artist strongly prefers an Avid Profile console at FOH. Please advance any other alternatives.

J. MONITORS:

One (1) Avid Profile console at monitors – NO SUBSTITUTIONS

Artist requires 6 stereo IEM mixes. These MUST be SENNHEISER (we are endorsed) IEM G3 or better. If this cannot be accommodated, please advise.

K. MICROPHONES, DIs, etc

Artist is travelling with microphones and DI boxes. Please be prepared with all stage A/C, XLR, sub-snakes, and mic stands as per input list.

Technical Rider (full band) 2015

Backline:

Drums:

- 1960's or 1970's Ludwig / Gretsch or other vintage set.
- 1x 24" x 14" or 22" x 14" Kick - with Remo Powerstroke 3 Clear Batter Head
- 1x 14 x 6.5" Metal Snare (Ludwig Supraphonic 402 if possible), Remo Emperor coated
- 1x 13" x 9" Rack Tom (will be placed in a snare stand), Remo Emperor coated
- 1x 16" x 16" Floor Tom with legs, not trippd mounted, Remo Emperor coated
- 1x 18" x 16" Floor Tom with legs (it's ok if it doesn't match the rest of the kit), Remo Emperor coated
- 1 6FT x 6FT Drum Carpet
- 1x A Chain Drive Pedal (no DW 5000 please)

Cymbals (Sabian only):

- 1x 15" High Hats
- 2x 20" Thin Crash Cymbal
- 3x Cymbal Straight Stand

Hardware:

- 1 Hi Hat Stands
- 2 x Snare Drum Stands
- 1x Drum Throne no back.
- 1 6FT x 6FT Drum Carpet
- 1x Fan

Amps:

- 2 x Fender 1x12" Hot Rod Deluxe (1x12 Fender Blues reissue if deluxe not available)

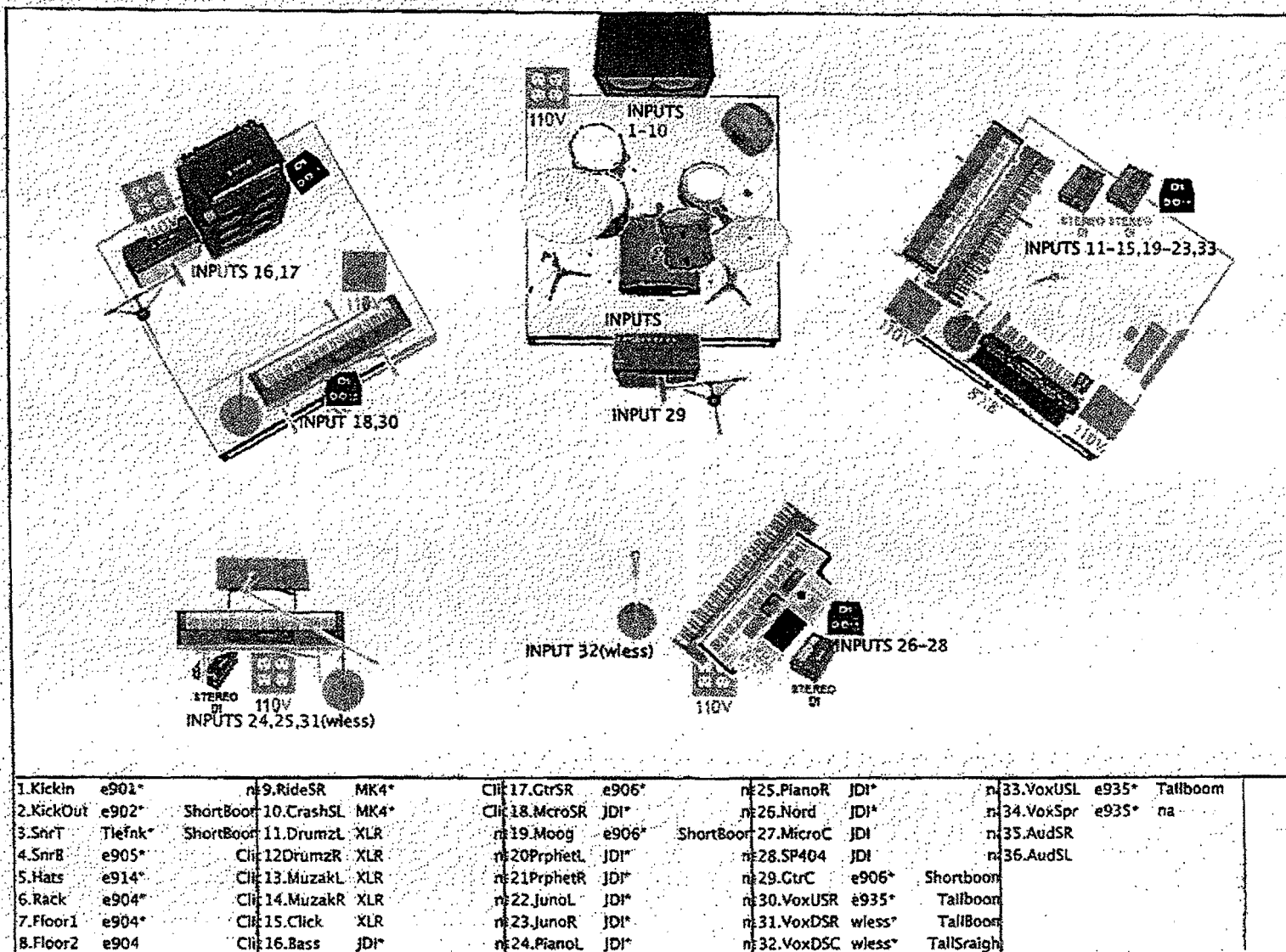
Keyboards and stands:

- 1x Electric Piano - Roland RD300NX or Roland FP4 or Roland RD700NX with sustain pedal - Piano must have Transposition Function
- 1x piano bench
- 1x Quik-Lok WS-550 (4- Post Stand) No Substitutions
- 4x Quik-Lok "A Frame" Electric Guitar Stands
- 5x Quik-Lok double brace X-Stand Single Tier
- 2x Ultimate APEX 48 Pro Two-Tier Portable Column Stand or (Quik-Lok QL642 with Second Tier Stand)

Guitars:

- 1x Fender Thinline Telecaster preferably with 10-46 gauge strings
- 1x Fender Telecaster preferably with 9-42 gauge strings
- 1x Fender Precision Bass guitar - 4 String (Preferred White or sunburst finish) American

For shows outside North America - 2x Power Converters - 230v to 115v step down transformers (1000w)








LITTLE WAGGLES

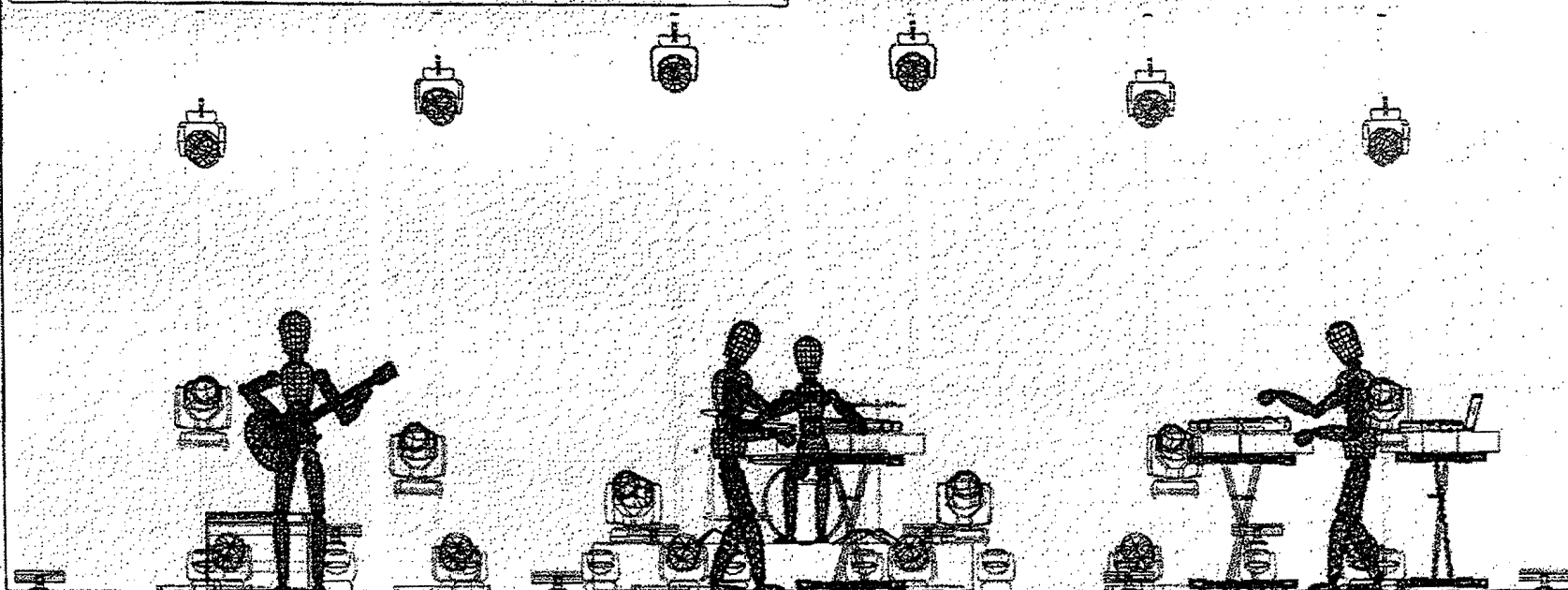
LIGHTS - Spring 2015
Lighting Plots

Venue Notes:

- * Lighting requires a 100amp 3phase Camlock Service within 50' of the stage
- * Lighting pipes are 12' 3" High
Please advise if your stage has less trim height than this
- * Our show requires haze unless there is a bylaw prohibiting its use
Please advise if this is an issue with your venue
- * Wherever possible, our lighting and sound control should be positioned beside each other
No FOH positions in a booth or behind glass please
- * Lighting FOH will require 4' of table space, 1 circuit of 15amp AC and XLR5 lines for any in-house lighting

Instrument Key

	MAC A500	8
	MAC A500	4
	MAC 101	10
	Parabolic Spot	4
	Chorus EP12	8
NOTES * Please Note: Lighting should be placed in L202 and 311 The following table is for reference only		



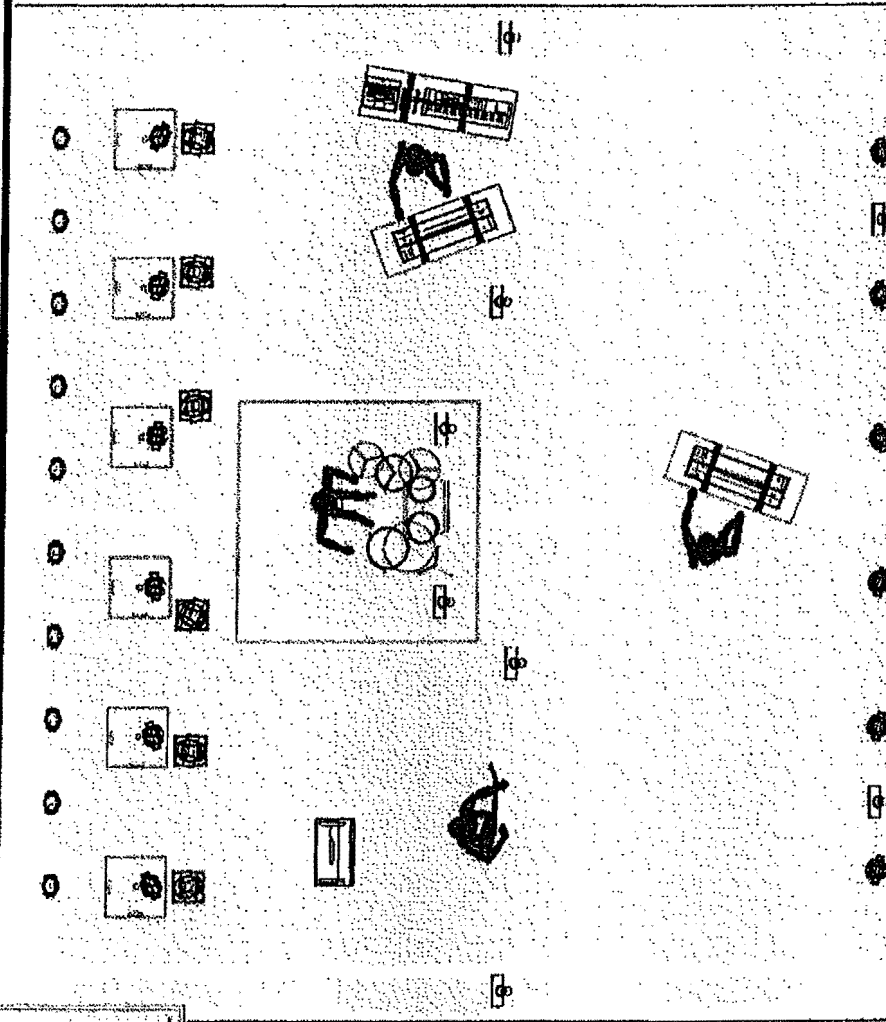
FINAL TOUR DESIGN MAY NOT BE EXACTLY AS DRAWN

synapse
design.
www.synapsedesign.ca

CLIENT: Lights	VIEW: Front	DATE: 12-Nov-15	DRAWING #
PROJECT: Spring 2015	DESIGNED BY: Jeremy Peterson	DRAWING BY: JP	1
REVISION: Various	<p>The following table is for reference only. The actual stage layout may vary due to venue changes or equipment availability. The lighting design is based on the information provided in the client's request for proposal. The lighting design is based on the information provided in the client's request for proposal.</p> <p>The following table is for reference only. The actual stage layout may vary due to venue changes or equipment availability. The lighting design is based on the information provided in the client's request for proposal. The lighting design is based on the information provided in the client's request for proposal.</p>		OF 3
			Drawn by: JP 12-Nov-15

Instrument Key

	1	Self-Cleaning
	2	Flow-Loop Probe
	3	PHC (70-145)
	4	Pressure Transducer
	5	Temperature Probe
	6	PHC (70-145)



synapse
design.
www.synapsedesign.ca

DATE: 12-Jan-15	DATE: 12-Jan-15
DESIGNER: J. P. P. P.	DATE: 12-Jan-15
PROJECT: Spring 2015	DATE: 12-Jan-15
REVISION: 3	DATE: 12-Jan-15

FINAL TOUR DESIGN MAY NOT BE EXACTLY AS DRAIN

Purchase Order Number 12576

This Number Must Appear on all
Invoices, Packing Lists, and Packages**ADAMS COUNTY
PURCHASE ORDER**Page 1 of 1
Order Date: 05/26/15
Requested Date: 05/26/15
Cost Center: 6201

Vendor Address	Vendor and Shipping Information	Ship To Information
KINNON ENTERTAINMENT LC 736 WARNER ST FT MORGAN CO 80701	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PARKS AND OPEN SPACE 9755 HENDERSON ROAD BRIGHTON CO 80601
VENDOR NUMBER: 416945		

2015 Fair Concert Production per RFP 2015.031

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	2015 concert production		EA	0.0000	6,000.00	5041.7920	00006525
2	0	2015 concert production		EA	0.0000	33,980.00	5041.7330	00006525

Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 39,980.00
----------------------------	-------------------------	--------------------------	---------------------------------

ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
COLORADO TAX EXEMPT #98-03569Invoice to:
Adams County A/P
4430 S. Adams County Pkwy
Suite C4000A
Brighton, CO 80601-8212
720-523-6050Inquiries to:
Adams County Purchasing Department
4430 S. Adams County Parkway,
Suite C4000A
Brighton, CO 80601-8212
720-523-6050
350103 DEROMANIS, BENJAMIN R

ADAMS COUNTY AUTHORIZED SIGNATURE

SERVICE PURCHASE ORDER TERMS AND CONDITIONS

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

2. TERM: The term of this Agreement shall be for no more than one year from the date of this purchase order unless otherwise noted on the first page of this document.

3. 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.

4. NONDISCRIMINATION: 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.

5. 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.

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

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

6.1.1. Each Occurrence \$1,000,000

6.1.2. General Aggregate \$2,000,000

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

6.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)

6.2.2. Personal Injury Protection Per Colorado Statutes

6.3. Workers' Compensation Insurance: Per Colorado Statutes

6.4. 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:

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

6.4.2. 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.

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

6.5. 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.

6.6. 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.

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

7. TERMINATION:

7.1. 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.

7.2. 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.

8. MUTUAL UNDERSTANDINGS:

8.1. 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 the 17th Judicial District, Colorado.

8.2. 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. 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) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."

8.3. OSHA: 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.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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.

8.8. 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 a facsimile was received.

8.9. 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.

8.10. 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.

9. CHANGE ORDERS OR EXTENSIONS:

9.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

9.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

10. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

10.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

10.2. 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.

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

10.4. 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.

10.5. 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.

10.6. 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.

10.7. If 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 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 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

10.8. 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).

10.9. 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.

11. **Quality:** Seller warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At Buyer's option, and without prejudice to any other rights Buyer may have, Seller shall remedy any defective goods or reimburse Buyer for its costs for remedying or replacing defective goods.

12. **Appropriation Clause:** The payment of Buyer's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the Buyer may terminate this Order. Buyer's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against Buyer.



Purchase Order Number 12419

This Number Must Appear on all
Invoices, Packing Lists, and Packages**ADAMS COUNTY
PURCHASE ORDER**Page 1 of 1
Order Date: 03/26/15
Requested Date: 03/26/15
Cost Center: 5041

Vendor Address	Vendor and Shipping Information	Ship To Information
WINTERSET AGENCY 5553 VANDERBILT ROAD OLD HICKORY TN 37138	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PARKS AND OPEN SPACE 9755 HENDERSON ROAD BRIGHTON CO 80601
VENDOR NUMBER: 51150		

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	talent fee for plain white t's		EA	0.0000	5,500.00	5041.7330	00006179

Term
Net 30 Days**Tax Rate**
*NA***Sales Tax**
0.00**Total Order**
5,500.00ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
COLORADO TAX EXEMPT #98-03569Invoice to:
Adams County A/P
4430 S. Adams County Pkwy.
Suite C4000A
Brighton, CO 80601-8212
720-523-6050Inquiries to:
Adams County Purchasing Department
4430 S. Adams County Parkway,
Suite C4000A
Brighton, CO 80601-8212
720-523-6050
350103 DEROMANIS, BENJAMIN R**ADAMS COUNTY AUTHORIZED SIGNATURE**

SERVICE PURCHASE ORDER TERMS AND CONDITIONS

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

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5. 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.

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6.1.1. Each Occurrence \$1,000,000

6.1.2. General Aggregate \$2,000,000

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

6.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)

6.2.2. Personal Injury Protection Per Colorado Statutes

6.3. Workers' Compensation Insurance: Per Colorado Statutes

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8.6. 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.

8.7. 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.

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8.9. 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.

8.10. 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.

9. CHANGE ORDERS OR EXTENSIONS:

9.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

9.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

10. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

10.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

10.2. 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.

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

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10.6. 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.

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10.8. 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).

10.9. 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.

11. Quality: Seller warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At Buyer's option, and without prejudice to any other rights Buyer may have, Seller shall remedy any defective goods or reimburse Buyer for its costs for remedying or replacing defective goods.

12. Appropriation Clause: The payment of Buyer's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the Buyer may terminate this Order. Buyer's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against Buyer.

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 13th day of March 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," Winterset Concert Events, located at 181 Brooke Castle Drive, Hermitage, Tennessee 37076 hereinafter referred to as the "Contractor." The County and the Contractors may be collectively referred to herein as the "Parties".

The County and the Contractors, 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, and incorporated herein by reference. Should there be any discrepancy between Exhibit A 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 Section 7: Merchandising exclusivity determined by contract terms between Artist and Adams County.
 - 1.2.2 Sections 8, 12, 13 and 14 are deleted in entirety.
 - 1.2.3 Section 16: The validity, instruction and effect of this contract shall be governed by the laws of the State of Colorado in the venue of Adams County regardless of the place of performance.
- 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: \$5,500.00. Lodging costs provided by corporate sponsors.

- 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

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: \$5,000.00

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: Winterset Concert Events
Contact: Xondra Merrill
Address: 181 Brooke Castle Drive
City, State, Zip: Hermitage, Tennessee 37076
Phone: 615.934.3295

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

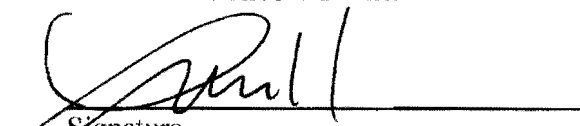

Signature

16 MARCH 2015
Date

Raymond H. Gonzalez
Printed Name

Deputy County Manager
Title

Winterset Concert Events


Signature

3/16/15
Date

Xondra Merrill
Printed Name

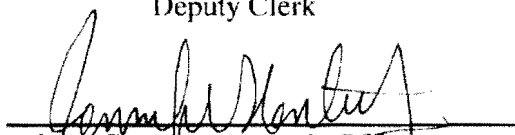
Talent Buyer - Independent Contractor for
Title
Winterset Concert Events, LLC

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: _____

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

Adams County Manager's Office

[Signature]
Signature

16 MARCH 2015
Date

Raymond H. Gonzales
Printed Name

Deputy County Manager
Title

Winterset Concert Events

Signature

Date

Printed Name

Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
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:

Winterset Concert Events
Company Name

3/16/15
Date

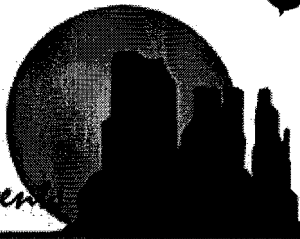

Signature

Xondra Merrill
Name (Print or Type)

Talent Buyer-Independent Contractor for Winterset Concert Events, LLC
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

Winterset Concert Events



181 Brooke Castle Dr. Hermitage, TN 37076 615-934-3295 info@wintersetconcertevents.com

Service Agreement # 10955 made 2/3/2015 between **WINTERSET CONCERT EVENTS** hereinafter referred to as "PRODUCER" and **ADAMS COUNTY FAIR** hereinafter referred to as "PURCHASER". It is mutually agreed between the parties that the PURCHASER hereby engages WINTERSET CONCERT EVENTS upon the terms and conditions herein set forth, including but not limited to those on the attached document hereof entitled "Additional Terms and Conditions", Artist Rider, and any other addenda referenced herein.

1. Event/Venue: ADAMS COUNTY FAIR
2. Address: 9755 HENDERSON ROAD
BRIGHTON, CO 80640
3. Service Agreement for Artist: PLAIN WHITE T'S
4. Engagement Date(s): Saturday August 8, 2015
5. Optional On Site Fee: \$500.00
6. Compensation: \$5,000.00 U.S. Dollars
7. Payment terms: CHECK MADE PAYABLE TO XONDRA MERRILL (SS #516-92-5880) & MAILED TO 181 BROOKE CASTLE DRIVE, HERMITAGE TN 37076/BALANCE DUE IN 15 DAYS WITH RETURNED SIGNED CONTRACT

FAILURE TO PRESENT THE ENGAGEMENT OR INCLEMENT WEATHER SHALL NOT RELIEVE THE PURCHASER OF THE OBLIGATION TO PAY THE GUARANTEE IN FULL

BE ADVISED THAT WE WILL PROCEED IN RELIANCE ON THE TERMS CONTAINED IN THE ATTACHED AGREEMENT, WITH THE PRESUMPTION BEING THAT THE CONTRACT, REGARDLESS OF WHETHER IT IS EXECUTED BY YOU, ACCURATELY MEMORIALIZES THE ORAL AGREEMENT MADE BY AND BETWEEN THE PARTIES AND IS FULLY ENFORCEABLE

8. Sound & Lights: PROVIDED BY PURCHASER PER ARTIST RIDER REQUIREMENT
9. Special Provisions: PLEASE SEE ARTIST CONTRACT FOR DETAILS
OPTIONAL ON SITE FEE \$500 + LODGING FOR WINTERSET REPRESENTATIVE 8/7 & 8/8 + 50% OF MERCHANDISE SPLIT

X

TODD M. GEOPOLD
(Authorized Representative)

ADAMS COUNTY FAIR
9755 HENDERSON ROAD

BRIGHTON, CO 80640

VENUE PHONE: 303-637-8027

RAYMOND H. GONZALES

X

signature on file

Xondra Merrill

(Authorized Winterset Representative)

FEIN# 516-92-5880

Agreement Reviewed By: KL

AGENCY RESERVES THE RIGHT TO DECLARE THIS AGREEMENT INVALID IF NOT COMPLETED AND RETURNED WITHIN 15 DAYS OF ISSUE DATE. PLEASE READ ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE.

X SIGN & RETURN (1) CONTRACT(S) TO WINTERSET OFFICE. KEEP ONE COPY.

SIGN & RETURN ALL PAPERWORK. YOUR EXECUTED COPY WILL BE RETURNED.

Additional Terms and Conditions

1. PURCHASER agrees to furnish and pay for at its own expense (a) on the date and at the time of the performance(s) above mentioned all that is necessary for the proper presentation, including but not limited to: a suitable theatre, hall or auditorium, well-heated, ventilated, lit, clean, and a public address system in perfect working condition including microphones(s) in number and quality required by ARTIST, dressing rooms, and all necessary electricians and stage hands, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in the principal newspapers, (b) all music royalties in connection with ARTIST's regular company, (c) all amusements taxes.

2. In the event of sickness or of accident to ARTIST or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies or any other similar cause beyond the control of ARTIST, it is understood and agreed that there shall be no claim for damages by PURCHASER and ARTIST's obligations as to such performance shall be waived. In the event of such non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing and able to perform, PURCHASER shall pay the full compensation hereunder, otherwise, the monies (if any) advanced to ARTIST shall be returned on a pro-rata basis.

3. Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST's determination as to performance shall prevail.

4. In the event PURCHASER refuses or neglects to provide any of the items or to perform any of the items or any of its obligations herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this contract, shall retain any amounts therefore paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to ARTIST for the agreed price herein set forth.

5. The entertainment presentation to be furnished by ARTIST hereunder shall receive billing in such order, form, size and prominence as directed by ARTIST on all advertising and publicity issued by or under the control of PURCHASER. ARTIST's name or likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up or merchandising without ARTIST's prior written

6. PURCHASER shall not itself nor shall it permit others to record, broadcast, televise, photograph, or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof without expressed written permission from the ARTIST's representatives.

BRD 7. ~~ARTIST shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc. on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER, subject to concessionaire's requirements, if any.~~

BRD 8. ~~Unless stipulated to the contrary in writing, PURCHASER agrees that ARTIST may cancel the engagement hereunder without liability by giving the PURCHASER notice of at least thirty (30) days prior to the commencement date of the engagement hereunder. ARTIST shall also have the right to terminate this agreement without liability in the event the PURCHASER fails to sign and return the contract within fifteen (15) days.~~

9. ARTIST shall have exclusive control over the production, presentation and performance of the engagement(s) hereunder. ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel. PURCHASER agrees (a) to comply promptly with ARTIST's directions as to stage settings for the performance(s) hereunder, (b) that no performers other than those furnished by the ARTIST hereunder will appear on or in connection with the engagement without expressed written permission from the ARTIST's representative.

10. It is agreed that ARTIST/ARTIST's representative signs this contract as an independent contractor and not as an employee. This contract shall not, in any way, be construed as to create a partnership or any kind of joint undertaking or venture between the parties hereto, nor make ARTIST/ARTIST's representative liable in whole or part for any obligation that may be incurred by PURCHASER in PURCHASER's carrying out any of the provisions here otherwise.

11. Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by ARTIST or PURCHASER hereunder. If there is any conflict between any provision of this agreement and any law, rule or regulation shall prevail and this agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. PURCHASER agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by PURCHASER.

BRD 12. ~~In the event of any inconsistency between the provisions of this contract and the provisions of any other riders, addenda, exhibits or any other attachments etc, the parties agree that the provisions most favorable to ARTIST and ARTIST'S representative shall control.~~

BRD 13. ~~PURCHASER hereby warrants and represents that PURCHASER has and will maintain in full force and effect, a general liability insurance policy with a reputable insurance company, licensed to do business in the state in which the performance occurs. Said policy must provide coverage in an amount no less than \$1M per occurrence for property damage and/or bodily injury. Said insurance policy shall name WINTERSET CONCERT EVENTS, LLC, ARTIST, their agents, contractors and employees as additionally insured. A certificate of insurance related to the coverage listed above shall be furnished by the PURCHASER upon request.~~

BRD 14. ~~PURCHASER hereby indemnifies and holds WINTERSET CONCERT EVENTS, LLC as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against WINTERSET CONCERT EVENTS, LLC or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claims does not result from the active and willful negligence of the artist.~~

15. WINTERSET CONCERT EVENTS, LLC acts herein only as agent for ARTIST and assumes no liability for any act of commission or omission on the part of either ARTIST or PURCHASER. In furtherance therefore and for the benefit of WINTERSET CONCERT EVENTS, LLC, it is agreed that neither PURCHASER nor ARTIST will name WINTERSET CONCERT EVENTS, LLC as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of PURCHASER, ARTIST or WINTERSET CONCERT EVENTS, LLC.

BRD 16. This contract (a) cannot be assigned or transferred without the written consent of ARTIST, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied, or discharged, except by an instrument in writing signed by both parties. The validity, instruction and effect of this contract shall be governed by the laws of the State of Tennessee, regardless of the place of performance. ~~Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in accordance with the rules and regulations of the American Arbitration Association. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.~~

State of Colorado, venue Adams County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1st COLORADO INSURORS, INC./NASH AGENCY 11184 HURON ST. SUITE 15 NORTHGLENN, CO 80234- INSURED KINNON ENTERTAINMENT 736 WARNER STREET FT. MORGAN CO 80701-		CONTACT NAME: JON NASH PHONE (A/C No. Ext): (303) 450-0225 FAX (A/C No.): (303) 450-0148 E-MAIL ADDRESS: JON@1STCOINSNASH.COM INSURER(S) AFFORDING COVERAGE INSURER A: AUTO OWNERS INSURER B: PROGRESSIVE INSURER C: INSURER D: INSURER E: INSURER F:	
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	74068763	05/19/2015	05/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 0	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	Y	03748407	05/27/2015	05/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB EXCESS LIAB					EACH OCCURRENCE \$ AGGREGATE \$	
	DED RETENTION \$					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	74109233	06/08/2015	06/08/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
A	LEASED/RENTED EQUIPMENT		74068763	05/19/2015	05/19/2016	20000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED. POLICY PROVIDES FOR WAIVER OF SUBROGATION AND 30 DAY NOTICE.

CERTIFICATE HOLDER () - () - ATTN: BENJAMIN DEROMANIS ADAMS COUNTY 4430 S. ADAMS COUNTY PKWY. SUITE 4000A BRIGHTON CO 80601-1234	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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