

Mammoth Sound, LLC
 2587 E Patriot Dr
 Eagle Mountain, UT 84005
 (801) 556-7059
 mammothsound.llc@gmail.com

TOOELE COUNTY CORPORATON
 CONTRACT # 19-06-04



Invoice

BILL TO
 Tooele County Fair

INVOICE # 1799
DATE 04/30/2019
DUE DATE 04/30/2019
TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Tooele County Fair 2019 3 DAYS			
Rental of Gear 12-DB TECH T-12 LINE ARRAYU 6-DB TECH S-30 DUAL 18 SUBS 1- CABLE TRUNK 2- BUMPERS	1	3,000.00	3,000.00
Rental of Gear 2-YAMAHA CL5 DIGITAL CONSOLES 2-YAMAHA RIO 3224 STAGE BOXES 2-250' CAT5E SNAKES	2	400.00	800.00
Rental of Gear 7-SENNHEISER EW300G2 IN EAR MONITORS W/9 BELT PACKS 1-ANTENNA DISTRO	2	250.00	500.00
Rental of Gear 2-DB TECH DM15 MONITORS	2	75.00	150.00
Rental of Gear 4-SHURE ULXD WIRELESS MICS W/HH AND BELT PACK 1-ANTENNA DISTRO	2	100.00	200.00

ACTIVITY	QTY	RATE	AMOUNT
Rental of Gear 1-MIC TRUNK W/ SENNHEISER, SHURE, AUDIX, AND 12 DI BOXES	2	100.00	200.00
Rental of Gear 1-MIC STAND TRUNK W/ 12-TALL AND 12 SHORT K&M BOOM TRIPOD STANDS	1	0.00	0.00
Rental of Gear 1-200AMP MOTION LABS CAMLOK DISTRO 1-100' CAMLOK FEEDER TRUNK	2	100.00	200.00
Rental of Gear 1-MIC CABLE TRUNK W/30-100'- 30-30' AND 20-50' MIC LINES 1-EDISON TRUNK W/ ASST EDISON, STAGE STRINGERS, QUAD BOXES AND POWER STRIPS 1-SUB SNAKE TRUNK W/6-50' 12CH SUB SNAKES	1	100.00	100.00
Labor 1-A1 AUDIO ENGINEER (3 DAYS)	3	350.00	1,050.00
Labor 1-A2 AUDIO ENGINEER (3 DAYS)	3	300.00	900.00

This is considered an Estimate until date of the Event and is the responsibility of the client to inform Mammoth Sound of ANY changes or additions so that we can be sure to meet ALL of your needs. Therefore please be aware that the Total can change before your scheduled event.

SUBTOTAL	7,100.00
SHIPPING	100.00
TOTAL	7,200.00
BALANCE DUE	\$7,200.00

Your event will be secured on our calendar upon receipt of this signed contract with 50% deposit in the form of Cash, Cashier's check, Bank Check or Money Order.

*** Remainder due Before Load In at Event ***



4026 S. Main Street, Salt Lake City, UT 84107
 801 261-2500 / 801 262-7379 fax
 www.PollSound.com

Production Quotation

Printed
 03/30/19 08:33 pm
 BY
 TYLER ROBINSON

STATUS: Heavy pencil
 CONFIRMED BY:
 PO:
 CUSTOMER: Tooele County
 SHOW NAME:

Prepared For:

Tooele County
 47 S. Main St.
 Tooele, UT
 84074

Contact: Ron Baum
 Telephone: (435) 833-5094

Dates:

Begin Setup:	7/31/2019	1200
Done with Setup:	7/31/2019	1800
Soundcheck:	8/1/2019	0900
Show Start:	8/1/2019	1000
Show End:	8/3/2019	2200
Begin Strike:	8/3/2019	2200
Done with Strike:	8/3/2019	2400

*All Times are Military Time

Qty	Description	Days Charged	Unit	Discount %	Extended
Main PA System					
9	Speaker L-Acoustics KARA	3	125.00	0.00	3,375.00
6	Subwoofer L-Acoustics SB18	3	100.00	0.00	1,800.00
1	NL8 Speaker Cable 60'	3	15.00	0.00	45.00
1	NL8 Speaker Cable 100'	3	20.00	0.00	60.00
1	NL4 Speaker Cable 25'	3	8.00	0.00	24.00
3	NL4 Speaker Cable 60'	3	12.00	0.00	108.00
1	NL4 Speaker Cable 100'	3	18.00	0.00	54.00
2	L-Acoustics KARA NL8-NL4 Breakout Cable	3	15.00	0.00	90.00
1	L-Acoustics LA8 Controller Rack	3	300.00	0.00	900.00
1	Distro Poll Sound 200amp 220v 1PH Cam-Lok	3	100.00	0.00	300.00
Stage Gear					
1	L-Acoustics LA4X Controller Rack	3	255.00	0.00	765.00
2	Mixer Yamaha CL5 Digital Console	3	500.00	0.00	3,000.00
1	Yamaha Rio 64x32 Split Snake Package	3	175.00	0.00	525.00
5	Speaker L-Acoustics X1.2 Coaxial	3	75.00	0.00	1,125.00
1	Sennheiser In Ear Monitor 4 Pack	1	260.00	0.00	260.00
1	Sennheiser In Ear Monitor 4 Pack	1	260.00	0.00	260.00
1	"C" Mic Stand / Mic Cable Trunk	3	200.00	0.00	600.00
1	"C" Concert Microphone Kit	3	300.00	0.00	900.00
1	"C" NL4 Speaker Cable Trunk	3	125.00	0.00	375.00
1	Wireless Microphone Shure ULXD Combo 4 Pack	3	260.00	0.00	780.00

Wednesday 31 of July 2019



4026 S. Main Street, Salt Lake City, UT 84107
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 03/30/19 08:33 pm
 3Y
 TYLER ROBINSON

STATUS: Heavy pencil
 CONFIRMED BY:
 PO:
 CUSTOMER: Tooele County
 SHOW NAME:

1	Technician Labor - 8 Hours	1 @ ST:	8 Hour(s)	50.00 / H	400.00
1	Technician Labor - 8 Hours	1 @ ST:	8 Hour(s)	50.00 / H	400.00
1	Technician Labor - 8 Hours	1 @ ST:	8 Hour(s)	50.00 / H	400.00
Thursday 1 of August 2019					
1	Engineer Labor - 14 Hours	1 @ ST:	14 Hour(s)	65.00 / H	910.00
1	Engineer Labor - 14 Hours	1 @ ST:	14 Hour(s)	65.00 / H	910.00
Friday 2 of August 2019					
1	Engineer Labor - 14 Hours	1 @ ST:	14 Hour(s)	65.00 / H	910.00
1	Engineer Labor - 14 Hours	1 @ ST:	14 Hour(s)	65.00 / H	910.00
Saturday 3 of August 2019					
1	Engineer Labor - 14 Hours	1 @ ST:	14 Hour(s)	65.00 / H	910.00
1	Engineer Labor - 14 Hours	1 @ ST:	14 Hour(s)	65.00 / H	910.00
1	Technician Labor - 4 Hours	1 @ ST:	4 Hour(s)	50.00 / H	200.00

Deposit: \$0 **Payment Terms: Net 30**

The above information is not an invoice and is only an estimate of services/goods described. By signing this document you are confirming your acceptance of this quote and the listed pricing. Any changes could affect the total price. This quote may not be confirmed until all payment terms are met.

[Signature]
 Renter or duly authorized agent of Renter

21 June 19
 Date

[Signature]
 Please Print Name

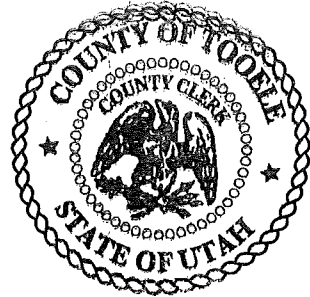
Thank you for your business! We look forward to working with you!

Should you have any questions concerning this quote, please contact: TYLER ROBINSON @ 801-261-2500

Rental	\$ 15,346.00
Rental Discount	\$ 6,138.40
Sales	\$ 0.00
Sales Discount	\$ 0.00
Sundries	\$ 0.00
Delivery Pickup	\$ 600.00
Tech Labor	\$ 6,860.00
Exempt	\$ 0.00
Total	\$ 16,667.60

ATTEST:

[Signature]
 MARILYN K. GILLETTE
 TOOELE COUNTY CLERK





Production Proposal For: Tooele County Fair, August 1-3, 2015

PURCHASER: TOOELE COUNTY
ATTN: RON BAUM

Proposal Based on Phil Vassar Rider Requirements

SOUND – Per Rider—

8	JBL VT4888 line array speakers ground stacked with power, processing, and cabling.
6	JBL SR728 subs with power, processing and cabling
2	JBL VRX front fills with power and processing
1	Digital FOH console (SC48, M7)
1	Digital Mon console (M32)
8	JBL SRX712 biamped monitors with power and processing
1	48ch splitter snake
1	Concert mic package to accommodate full band
1	Mic stand package to include 10 tall booms and 10 short booms
1	Cable package to include mic cables, sub snakes.
4	Shure wireless mics with four hand held or four body packs to include antenna distro.
24	Cable tracks five channel yellow jackets
1	Motion Labs 200 amp Power Distribution with stage drops as needed, 100' feeder cable
2	Technician to include 2 sound for 3 days

TOTAL SOUND (3 DAYS):
\$9,300.00

LIGHTING –Per Rider—

24	LED par lights
6	Profile moving lights Robe Points
4	ETC Source 4 pars
1	Small dimmer rack
1	DMX lighting console Avolites
2	10' med duty truss
1	5' med duty truss
1	20' 1.5" schedule 40 pipe


2	Cable wenches
1	Rigging package
1	Power cable and data package
1	Technician for 3 days of lights

TOTAL LIGHTS (3 DAYS):
\$4,500.00

TOTAL LIGHTS AND SOUND:
\$13,800.00
PACKAGE DISCOUNT:
-\$1,000.00

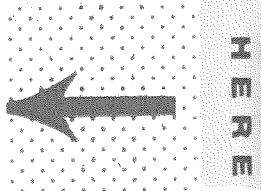
TOTAL LIGHTS AND SOUND PACKAGE:	\$12,800.00
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NOTES: Purchaser to provide meals onsite for 3 technicians


Production proposal for the above engagement approved on this _____ day of _____, 2019 Purchaser: Tooele County Authorized By: Ron Baum Title:	x.  6/2/19 Tom Topp
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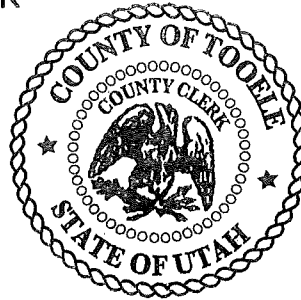
Upon approval of this bid, "Purchaser" agrees to pay out Pakt House Entertainment Group 50% upon signing to secure equipment and remaining balance after event.

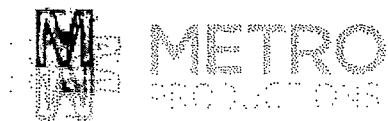
ALL CHECKS MADE OUT TO PAKT HOUSE ENTERTAINMENT GROUP:
64 Winding Way, Logan Utah 84321



ATTEST:


 MARILYN K. GILLETTE
 TOOELE COUNTY CLERK





PO Box 1888
Layton, Ut 84040
(801) 805-4846
metro_p@netzer0.com

RENTAL QUOTE: 190801

Quote Date March 19, 2019
To Tooele County Fair

Description of Services Lighting Rental: August 1-3, 2019

Equipment Description

Lighting:

- (24) Par64 LED
- (6) LED Movers
- (4) S4 Par
- (1) Dimmer Pack
- (1) Elation Emulation Console
- (2) Light Duty Truss, 10'
- (1) Light Duty Truss, 5'
- (1) 1.5" Sch 40 Pipe; 20'
- (2) Cable Winches
- (1) Rigging Kit
- (1) Cable Package

Equipment Subtotal:	\$1285.00
Labor:	\$315.00
Delivery:	\$50.00
TOTAL:	\$1650.00

Thank you for your interest in Metro Productions. As you requested, the following proposal is based on the information we have received. Please take a moment to verify the details and notify us if there are any changes necessary. To book the date or for questions please contact David Hancock-Taylor at _____ or by phone at (801) 805-4846

Ron,

Based on your equipment list the cost would be \$ 3780. 80 for the equipment package and \$ 300.00 for delivery and Pick up. Total Cost \$ 4080.00

The Pars would not be LED, standard Par 64, the LED would be to expensive, the movers are small Mac 250, the console would be a Hog 1000,

as we do not have the Elation Emulator in rentals. Cable Winches will be real Chain Hoist. As far as a rigging package I will need a picture of the roof

and any weight restrictions so I know were we cn hand and how much at ant given location. The picture will also help me to determine what to pack

for rigging. Let me know if this works in your budget.

Thanks,

John Lopez

Production Manager

Oasis Stage Werks

Office: 801-363-0364

Mail: jlopez@oasis-stage.com

Cell: 801-599-5483



Production Proposal For: Tooele County Fair, August 1-3, 2019

**PURCHASER: TOOELE COUNTY
ATTN: RON BAUM**

Proposal Based on Phil Vassar Rider Requirements

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1	DMX lighting console Avolites
2	10' med duty truss
1	5' med duty truss
1	20' 1.5" schedule 40 pipe



Contract #: 78846
 Issue Date: 2/19/2019
 Agent: Frank Wing

Agreement made this date, Tuesday, February 19, 2019 by and between BQ Productions (hereinafter referred to as Artist) and Tooele County (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Phil Vassar
 BILLING: 100% Fair - Headline
 EVENT TITLE: Tooele County Fair
 DATE(S): Friday, August 2, 2019
 VENUE: Tooele County Fair Grounds
 ADDRESS: 2930 West HWY 112
 Tooele, UT 84074
 CAPACITY: 3,000
 AGES: All Ages

TICKETS:	Item	Quantity	Comps/Kills	Ticket Price	Total
(USD)	Fair	3,000	-	-	-
	Totals	3,000	0		

Gross Potential \$0.00

Net Potential \$0.00

Ticketing Notes Ticket Prices: \$10.00-\$20.00

DEAL: \$25,000.00 Flat Guarantee. PLUS hotel accommodations and on-site hospitality.

ADD'L PROVISIONS: PRODUCTION CLAUSE:
 Purchaser to provide and pay for high quality Sound and Lights per Artist specifications.

RADIUS:
 Artist will not publicly perform without consent from Purchaser within 200 miles of venue, before and 45 days following the event.

MEET & GREET:
 Artist to participate in a meet and greet for no more than thirty (30) guests.

WKGOUT PTNTL: \$25,000.00

ANNOUNCE DATE: To Be Determined ON SALE DATE: To Be Determined

OTHER ARTISTS: Support TBD 100% Fair

MERCH: 80/20% Soft Goods; 100% CD'S/DVD'S. Artist sells

SCHEDULE: Load In Per Advance Support TBD TBD
 Sound Check Per Advance Phil Vassar TBD; 75 minutes
 Doors 7:00 pm Curfew 12:00 am
 Show 8:00 pm

CONTRACT DUE: Tuesday, March 19, 2019

PAYMENTS:
 Payment in full, including any overages, to be paid by Per Advance to BQ Productions. (Tax ID: 62-1799368) immediately prior to performance(s).

CONTACTS: Tom Atwood (Talent Buyer) PH: (435) 754 - 2797 Email: tom@pakhouse.com


Signatures on Page 2

405 S. Beverly Drive, Beverly Hills, CA 90212
 150 Fourth Ave N, Suite 2300 Nashville, TN 37219
 135 West 50th St. 17th floor New York, NY 10020
 129 John St. Toronto, ON M5V 2E2

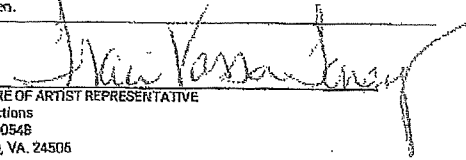
Page 1 of 4

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full. It is expressly understood by the Purchaser(s) and the Artist, who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute as part of this agreement and shall be signed by all parties to this contract. This contract and its attachments may be executed and exchanged electronically or by fax. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BY: X
SIGNATURE OF PRESENTER
Ron Beum
Tooele County
47 S. Main Street
Tooele, UT 84074
Phone: 435-830-7601

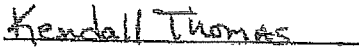

2-20-19
Tooele County PA's

BY: X
SIGNATURE OF ARTIST REPRESENTATIVE
BQ Productions
P.O. Box 10548
Lynchburg, VA. 24506





COMMISSIONER



(please print name)

DATE: 23 Feb 2019

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

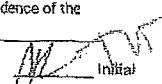
PROMOTION: Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise.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

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

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

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

405 S. Beverly Drive, Beverly Hills, CA 90212
150 Fourth Ave N, Suite 2300 Nashville, TN 37219
135 West 50th St. 17th Floor New York, NY 10020
129 John St. Toronto, ON M5V 2E2


Initial
Page 3 of 4

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

ARTIST'S CANCELLATION: Purchaser agrees that Artist may cancel Artist's engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Upon termination of this agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this agreement.

FORCE MAJEURE: If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.

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

INCLEMENT WEATHER: Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage.

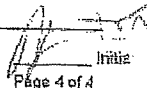
LIMITATION OF LIABILITY: In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation,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

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

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

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

405 S. Beverly Drive, Beverly Hills, CA 90212
150 Fourth Ave N, Suite 2300 Nashville, TN 37219
135 West 50th St, 17th floor New York, NY 10020
129 John St, Toronto, ON M5V 2E2


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**2017 PHIL VASSAR
TOUR CONTACT LIST**

This rider is attached to, and a material clause to the contract dated _____ between **BQ Productions, Inc**
w/s/o **Phil Vassar** (herein, Artist) and _____ (herein Buyer) for the performance on _____ in
_____.

MANAGER

Amy Millslagle
(615) 519-0038
amy@philvassar.com

TOUR MANAGER
Show Advance

Jeff Smith
(615) 268-3630
jeff@philvassar.com

PRODUCTION MGR.
FRONT OF HOUSE
Production Advance

Kenny Thurman
(615) 351-5946
kt@philvassar.com

CATERING
MEET and GREET
MERCHANDISE

Jeff Smith
(615) 268-3630
jeff@philvassar.com

PUBLICITY and
INTERVIEWS

Scott Adkins
615-301-1722
scott@adkinspublicity.com

SOCIAL MEDIA

Debbie Wilkins
debbiewilkins6@gmail.com

BOOKING

Jeff Howard
(615) 297-0100
jhoward@apa-agency.com

Purchaser's initials at bottom of each page indicate understanding and compliance with the stated requirements.
Failure to provide initials will constitute Purchaser's acceptance of all conditions set forth on said page.

Purchaser warrants that he/she has the right to enter into this agreement, and is of legal age.

Initials: **A/**

Revised 7-10-17 gsb

In the event of a conflict between the printed contract and this rider,
this rider will control.

1) PAYMENT

Artist or his representative will be paid in cash, certified or cashier's check made payable to BQ PRODUCTIONS, INC., f/s/o PHIL VASSAR, on demand, prior to performance on day of show.

BQ PRODUCTIONS, INC. Federal I.D. # 62-1799368.

All 1099 information for tax reporting purposes should be sent to

BQ Productions, PO Box 10548 Lynchburg, VA 24506

Taxable Country check

2) BILLING

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

3) ADVERTISING

Only photos supplied by Artist shall be used in all advertising and promotion of the show. There shall be no signs, banners or any advertising material on or within fifty (50') feet of the stage, nor shall the name PHIL VASSAR be used or associated directly or indirectly with any product or service without Artist's written consent. It is hereby requested that a representative from opening acts meet with Artist's representative at stage call.

4) APPROVAL OF OTHER ACTS

Artist shall have the right to approve any other acts on the program. Artist shall have the right to approve the length of performance of other acts on the show. Artist shall close the show unless otherwise agreed upon in the contract. Other acts must provide their own instruments.

> CARVER LOUIS BAND - 60 - Set

5) SHOW SPONSORSHIP/ PRESENTATION

All forms of sponsorship, whether part of an ongoing series or specifically for Artist's performance, must be authorized by Artist's management or representative. This includes co-sponsorship and welcoming, hosting or presenting radio station(s) or any other type of show sponsorship not specifically mentioned.

Initials: *[Signature]*

6) SHOW RECORDING POLICY

NO recording, filming, broadcasting, telecasting, transmission or photographic reproductions of Artist's performance without prior written consent by Artist. Artist has the right to possess any and all tapes, films or recordings made of Artist's performance.

7) INTERVIEWS / MEDIA

Please coordinate all newspaper, magazine, and radio interviews with Cheryl Poldrugach ((972) 800-3133 cheryl@philvassar.com *K-B 11 Radio SLK, Alan.*

8) TICKETS, TICKET COUNTS, ETC.

It is hereby agreed that should the cost of the ticket or capacity increase from the amount stated on the face of the contract, Buyer shall remit 100% of any additional income generated by such increase to Artist. This clause shall also apply to free shows. ANY charge for admission must be stated accurately on the contract face.

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

9) TICKET MANIFEST

** All SEATS General Admission*

- A. In the event that Artist is being paid on a percentage basis, Buyer agrees to furnish to Artist's agent, a full house seating plan, stage diagram (to scale) and a notarized, signed statement from the ticket printer listing the number of tickets printed at each price at least three (3) weeks prior to the date of performance. No additions or deletions of monies shall be made other than stated state and local taxes.

- E. All tickets shall be printed by a bonded ticket agency: i.e. Ticketmaster, Globe Tickets, and Ticketron. *Smith Tix - Tornte County Fair Seals*
- C. Buyer may not sell tickets to performance hereunder as a part of a series of other concerts without prior written consent of Artist's agent.
- D. All tickets shall be of the one price, one stub variety. Tickets with more than one price printed on them will not be accepted: i.e. students one price and general admission a different price printed on the same ticket.
- E. Artist's representative will have the right to be present in the box office at all times. A box office statement, signed by Buyer will accompany final payment.
- F. Buyer complimentary tickets should not exceed one percent (1%) of the total capacity of the venue's official house seating capacity with one hundred (100) complimentary tickets being the maximum allowed. Buyer will supply Artist's representative with a statement detailing to whom each complimentary ticket was issued. All complimentary tickets should be issued only as a fully punched ticket.
- G. In the event of a second show, no tickets will be placed on sale for performance until the first show is eighty percent (80%) sold out.

10) COMPLIMENTARY TICKETS

Artist shall be permitted Thirty (30) of the top priced tickets at no cost to use at Artist's sole discretion. Tickets should be between rows 5 and 15. It is understood that the number of Comp Tickets will be dictated by the seating capacity of the venue. The final number of Comp Tickets should be finalized with the Tour Manager. Buyer will provide Tour Manager with these tickets upon request, day of show.

Purchaser agrees to supply to proper radio, television and newspaper personnel complimentary tickets from the top priced tickets in the same sections as artist's comp tickets.

Buyer's complimentary tickets should not exceed one percent (1%) of the total capacity of the venue including house and media comps, and must be fully accounted at settlement.

11) SCALING

Buyer will clearly print the specific capacity, gross potential and ticket price breakdown of the facility where Artist is to perform under this agreement. In the event that Artist is to receive a percentage of the gross box office receipts for this engagement, pursuant to the terms of this agreement, the term "Gross Receipts" or "Gross Box Office Receipts" or similar phrases, shall mean all box office receipts computed on the basis of the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all persons entering the performance, with no deductions of any kind, less only federal, state or local admissions taxes and allowable discounts as approved by Artist in writing. Buyer

Initials: *[Handwritten Signature]*

agrees to scale the ticket prices for this engagement of guarantee potential receipts of not less than \$ _____

(2) DRESSING ROOMS * 1 Trailer w/ NO Toilet or Running Water. Fridge workin.

SEE NOTES

Buyer to provide two (2) private dressing rooms. One (1) for the Artist, one (1) for band and crew. These rooms should be clean, dry, well lit, heated, air-conditioned and securable. Each room should have a private lavatory and full bath facilities supplied with soap, hot & cold running water, mirrors and twenty four (24) full size bath towels. Artist should not be required to share these dressing rooms with any other artist. The keys to the dressing rooms must be available to Artist's Tour Manager ONLY at load-in. Rest Rooms on Site

See the attached Dressing Room Stock for additional needs

13) SECURITY

Buyer agrees to provide adequate security at ALL times to insure the safety of the Artist, Artist's personnel, instruments, personal property, vehicles, etc. Security will secure backstage entrances, backstage area, stage area, and bus/parking perimeter upon Artist arrival through departure. All backstage access shall be cleared and supervised by Artist's Tour Manager.

14) BACKSTAGE ACCESS * will work with Tour Backstage All Access Passes.

ONLY Artist's tour passes will be honored for backstage access. Artist's Tour Manager will approve any and all guest lists and passes, for venue as well as any other acts on the same bill. All efforts to keep the number of backstage guests down to a minimum will be appreciated.

15) CATERING * HAVE Hospitality Room -

A) DRESSING ROOMS / BUS STOCK Please see attached Catering and Dressing Room / Bus Stock needs.

Caterer should also provide necessary plates, bowls, utensils, cups and glasses. Trash containers should not be kept near food service areas and should be emptied on a regular basis.

16) STAGE REQUIREMENTS * SEE ATTACHED DIAGRAM -

One (1) 60'w x 40'd x 4'h performance stage of usable space, not including sound wings and monitor area. The stage, sound wings, and all risers should be solidly constructed, without holes, soft spots, poles or obstructions and be incapable of movement or motion. Stage shall be level, reinforced and of sound, solid construction and clear of all gear. Two (2) sound wings separate from the stage when house sound system cannot be flown. (Sound system should be flown whenever possible and in the event house sound system must be

ground stacked Artist's Production Manager must be notified.)

Centerline of the performance stage should be placed on the centerline of the arena floor or audience area. Stage is to be placed the venue floor in such a manner that the passage behind is no less than 8' wide. ** See Attached Diagram.*

Completion of performance stage is expected NO LATER than One (1) HOUR prior to earliest production call. Ideally, the stage and associated sound wings/ risers should be built the day before.

If show is to be outdoors, Purchaser shall provide and pay for a self-supporting, load-bearing stage roof with sides covering the stage and wings to protect Artist and Artist's gear and will be subject to approval by Artist's representative. A minimum of 30' of unobstructed trim height must exist between stage deck and roof Purchaser should provide a minimum of two (2) rolls of poly-film (plastic sheeting).

If stage is of temporary construction, two (2) sets of stairs are to be provided. There should be a set of stairs located stage right and stage left, final position and placement will be determined by Artist's representatives. Both staircases should have handrails on each side and have adequate lighting. Stage and surrounding areas should also be well lit for load-out.

SOUND REQUIREMENTS

Buyer to provide a professional sound system consisting of no less than a three-way house speaker cabinet system providing full frequency response evenly distributed across the sound frequency spectrum, and delivered evenly to the entire audience, per the below specifications. Systems should be V-Dose, D&B J8/J12, Adamson Y10, or equivalent and should be approved by Artist's Production Manager.

Said sound system should have adequate power to deliver at least 115 DB of continuous sound, free of hums and noise, tested with lighting up and turned on. Artist representatives are to have complete control of said equipment during sound check and show.

In the event of Multiple acts, and Artist is not able to use their own gear, separate consoles should be provided as not to share inputs.

FOH Equipment

No Behringer X 32 consoles will be accepted.

** UNDER B.I. will provide Details.*

One (1) 48 input house console Yamaha M7, CL5, PM5D, PM10, Midas XL4, Midas H3000,). The FOH rack should consist of no less than two (2) stereo 1/3 octave EQ or four (4) band parametric EQ. In the event a digital console will not be provided a rack consisting on the following will be required:

three (3) digital effects processors (Yamaha 990, 1000 or Lexicon PCM 70, 80 or 90's quality), one (1) digital delay, ten (10) compressor/limiters, four (4) gates (Drawmer quality), one (1) CD player, and one (1) CD Burner hooked up to record house mix.

VERY IMPORTANT

FOH mix position to be as close as possible to center of audience and no closer than 70' and no more than 120' away from the stage with an unobstructed view of entire stage. Seat kills should be considered. A minimum area of 10'w x 10'd is required. The entire FOH area should be enclosed by barricade or bicycle rack. In the event show is outdoors this area MUST be covered from load-in to load-out to protect Artist's gear and operators.

Monitor Equipment

Two (2) wedges (12 AM, D&B M2's, or equivalents) will be required with all appropriate cabling, processing and amplification One (1) reverb unit (Yamaha SPX 900, 990) quality with stereo returns, 3 channels of compression (1 DBX 160XT or better, 1 DBX 166A or better). Six (6) wireless in-ear monitor systems shall also be provided in the event of a fly date (Sennheiser G2 series or better).

Monitor mix position to be stage right with an unobstructed view of the entire stage and will require a minimum footprint of 12' x 10'.

In the event of a fly date or other situation where Artist can not use his own monitor gear Purchaser agrees to supply the following:

No Behringer X 32 consoles will be accepted.

One (1) 48 channel monitor input M7CL, PM10, CL5, Midas H300 or XL4). The monitor System shall be configured to provide a minimum of 6 stereo in ear mixes with stereo four (4) band parametric or 1/3 octave EQS inserted. A minimum of SEVEN (6) IEM transmitters and NINE (9) receivers are required (Sennheiser 300G2 or equivalent). All IEM units MUST have active antenna units and passive whip antennas as spares. **MUST HAVE AT LEAST 2 EXTRA RECEIVERS (PACKS) ON TOP OF 1 PACK FOR EACH TRANSMITTER. THIS IS FOR ONE FOR CUE MIX AND ONE FOR PHIL VASSAR MONITOR ENGINEER SO HE CAN HEAR EXACTLY HE HEARS. THIS IS A MUST.**

Intercom System:

One (1) intercom system consisting of two (2) stations, between FOH mix position and monitor is position as well as some form of talkback between FOH and stage.

One (1) intercom system between all lighting stations (LD, spot ops, house lighting, and dimmers).

These two intercom systems shall be totally independent of each other and shall be on different channels in the event they originate from the same base station.

Stage Power and Patching

A minimum of six (6) quads with discrete circuits of 20A for musicians' equipment purposes, two (2) quad 30 A drops near monitor position will be required. In addition to these drops on stage one (1) quad 30A will be required for Artist's FOH audio gear. All cables (patch, mic, AC, monitor, etc.) will be of ample gauge and in good repair. All cables should be of adequate quantity and length for stage dressing, with some spares.

17) **LIGHTING REQUIREMENTS**

Lighting system should consist of a minimum two (2) truss, 120k(60k upstage, 60k downstage) pre rig system equipped with necessary fall protection and ladders. Upstage truss is to be loaded with 1k narrow lamps, very narrow if available, and lamps are to be turned vertically. Upstage truss should be rigged with three (3) one ton motors.

Downstage truss is to be loaded with 1k medium lamps, which are to be spun horizontally. One (1) DF-50 hazer with fan will need to be provided. NO F100s!

Any building or fire code issues should be assessed and worked thru prior to Artist's production arrival. In addition, the lighting system should include Leko's, ACL's and Audience Blinders per Artist's attached lighting plot.

Artist's production carries a ground supported moving light and led package, FOH console and a 300' snake. A minimum of 100 Amp 110 service will be required within 50' of Artist's Dimmers

Artist's production also requires three (2) ^{NO SPOTLIGHTS} spotlights to be provided with communication and experienced operators and should be available 30 minutes prior to Artist schedule show time. A minimum of seven (7) clear com units shall be provided, including four (4) at the spot positions, one (1) at FOH, one (1) at house light position, and one (1) at dimmers.

Please see the attached plot. Any changes or questions should be directed to Artist's Production Manager or the Touring Lighting Director listed below.

** Will provide lighting info*

Please note a Hazer will be used
Kenny Thurman, Production Manager
(615) 351-5946 kt@philvassar.com

18) PRODUCTION OFFICE

Buyer agrees to provide a private, well lit, heated and air-conditioned room near the backstage area to be used by Artist and Artist's representatives as an on site production office for duration of engagement. This office area should contain a table, chairs. A copy machine should be on site (not necessarily in production office). Artist requires a DSL high speed internet access be made available if possible in the production office.

19) SOUND CHECK

Buyer agrees to provide a sound check for the Artist and band to be completed prior to opening the doors and admitting ticket holders. During the sound check, Buyer agrees to keep performance area clear of all people not directly involved in show's production. All times will be determined by Artist representatives.

STAGE CREW

- 20) Buyer agrees to provide a minimum of six (6) stagehands for load-in, and load-out. All hands are to be available to work at the direction of Artist's Production Manager from load-in through load-out, at no cost to Artist. Artist's Production Manager will make arrangements with buyer representative to finalize exact count of stage hands required. If all stagehands are not present, there will be a \$100 charge for each missing stagehand, payable in cash to the Tour Manager prior to performance. These stagehands are separate from any required loaders should they be required due to union jurisdiction.

A minimum of six (6) hands are required for show call, they will be required as spot operators. In the case of multiple Artist's being on the show additional hands will be required for show call for set changes.

One (1) electrician will be required at load in and load-out times for connecting bus and shore power and as well as Artist's lighting power. Electrician may also be required at show time to operate house lights.

Purchaser to have one (1) forklift with experienced driver solely available to Artist's Production from an hour before load-in to completion of load-out. Please make sure is full of gas or fully charged prior to Artist's arrival.

21) BUYER'S REPRESENTATIVE

Buyer agrees to furnish his personal representative, capable of making decisions pertaining to the Artist's engagement from the time of arrival of the production equipment including any outside staging material through the time of its departure. Buyer's representative will remain in the immediate backstage area and must be in constant contact with Artist's representative. Any salary or fee for said representative is the sole responsibility of purchaser and will not be considered a show expense. *will be Ron Brown Fair Entertainment*

22) PARKING

Buyer agrees to provide space adjacent to the stage door for one (1) 45' bus with trailer and one (1) runner vehicles at no charge to Artist. Shore power (208-volt at 50 amps) will be made available for buses with this parking area. Buyer also agrees to provide adequate security for parking area and vehicles. This area should be secured with fencing or like barriers at least ten (10) feet from vehicles.

23) GROUND TRANSPORTATION

No one

~~Buyer agrees to provide (1) [REDACTED] (1) [REDACTED] (1) [REDACTED] and (1) [REDACTED] vehicles for transport of the cast and crew. All vehicles shall be available for use on the day of the engagement and available for use on the day of the lead out on the date of the engagement.~~

For any dates, a second charge will be assessed.

24) ACCOMMODATIONS

NO ACCOMMODATIONS

The Tour Manager will determine and advise you as to which of the following accommodations will be required.

NO OVERNIGHT STAY REQUIRED

NOTE

OVERNIGHT STAY REQUIRED

NOTE

25) MERCHANDISING

Buyer agrees to provide a well-lit, secure area to sell Artist's merchandise. Buyer agrees to provide two (2) eight (8') foot tables, a tent/canopy for any outdoor shows and a 110-volt power supply. This shall be in such a position as to be easily visible to the public using the main entrance. This shall be at no cost to Artist. Buyer agrees that its arrangement for presenting the engagement provided for herein shall prohibit the sale of souvenir or similar merchandise on the premises in connection with this engagement other than Artist's official merchandise, furnished by Artist. Buyer shall also provide a seller to sell our merchandise. Buyer and/or venue cannot sell or manufacture any items with PHIL VASSAR name, likeness, logo or any facsimile thereof, without prior written permission from Artist or his authorized representative.

26) TAXES & LICENSES

Buyer shall be responsible for maintaining and securing at his sole cost and expense ALL necessary licenses, permits and clearances for performance including, but not limited to ASCAP, BMI, SESAC, as well as all state/local licenses, permits, sales taxes, fees, dues and the like. All sums payable to Artist shall be free of such taxes, fees, dues and the like.

27) FORCE MAJEURE

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

28) INCLEMENT WEATHER

29) Judgment of the weather's effect in ability to perform shall be at the Artist's sole discretion. In the event that this show is canceled due to inclement weather, Artist must still be paid in full, provided Artist is ready, willing and able to perform at the designated time specified in the contract.

30) CANCELLATION

Artist has the privilege of cancellation by giving thirty (30) days written notice to Buyer.

31) INTERNATIONAL TRAVEL

In the event the place of performance is outside the continental United States, Buyer agrees to procure at his sole expense, for Artist and entourage, a licensed and bonded customs broker and documents of any nature whatsoever necessary or usually obtained to enable Artist to render his services hereunder. Buyer also agrees to procure at his sole expense all local, municipal, and national government taxes, fees and levies on all income earned by Artist and Artist's employees, as well as any licenses or permits necessary for the performance, while in the country or countries covered by this contract.

32) LEGAL WARRANTY

This Paragraph Supersedes and Replaces Paragraph 7 on the reverse Side of the Contract Entitled "Breach of Contract-Arbitration of Claims"

- A. This is the sole and complete agreement between the parties with respect to the engagement. Nothing in this contract shall be construed to constitute the parties as a partnership or joint venture, and Artist shall not be liable in whole or in part for any obligation that may be incurred by Buyer in carrying out any of the provisions contained herein, or otherwise.
- B. All parties to this agreement acknowledge that this Agreement was entered into the State of Tennessee and shall be governed by laws of the State of Tennessee. Further, all parties acknowledge that Nashville (Davidson County) Tennessee is the appropriate forum for any and all litigation arising out of or involving this agreement and/or the performance of any duties hereunder. The parties therefore consent to exclusive jurisdiction and venue in Davidson County, Tennessee. Any litigation filed outside Davidson County, Tennessee, will be subject to immediate dismissal along with the appropriate sanctions under FRCP 11 or the corresponding state court rules. The parties further agree that the prevailing party in any litigation will be entitled to recover their costs including reasonable attorney fees and court costs. The parties further agree to do and hereby waive formal service of process in regard to actions brought relating to this Agreement and agree to accept service of process via certified mail, return receipt requested, addressed to the address listed below.
- C. The parties further agree that should it become necessary to consult an attorney due to any breach of this Agreement, then such costs will be considered as recoverable damages.

33) INDEMNIFICATION

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

34) INSURANCE

Buyer agrees to provide comprehensive general liability (including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by Artist and/or employees, contractors and agents). Such liability insurance shall be in the amount required by the venue, but in no event shall have a limit of less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Buyer further agrees to provide full all-risks insurance coverage for all equipment and instruments provided by Artist and/or employees, contractors and against fire, vandalizing, theft, riot, or any other type of act or event causing harm or damage to, or loss of, the instruments and equipment so provided. Certificates of insurance relating to the coverage listed above shall be furnished upon request from the road manager or Artist's management office.

35) MODIFICATION OF CONTRACT

- A. It is understood and agreed that the contract may not be changed, modified, or altered, except by an instrument in writing, signed by the parties, in accordance with Tennessee law. Any attempt to alter this agreement by Buyer will act as a waiver of all rights of purchase, but will leave all liabilities of Buyer in place. Any illegible writing will not be considered a proper "instrument" and will be disregarded at Artist's direction. The original wording will supercede.
- B. This Agreement cannot be assigned to any other person, firm or corporation, except by an instrument in writing signed by all parties, in accordance with Tennessee law.
- C. UNDER NO CIRCUMSTANCE will the venue be changed or moved without written consent of Artist or Artist's management. Any attempt to violate this provision will be considered a contract alteration, and a breach of contract.

36) PARAGRAPH HEADINGS

Paragraph headings are inserted in this Rider for convenience only and are not to be used in interpreting this Agreement.

27) THIS ENGAGEMENT IS NOT FIRM AND NO ADVERTISING CAN BE DONE UNTIL THE CONTRACT AND RIDER BOTH, ARE FULLY SIGNED AND EXECUTED BY ALL PARTIES. ANY ATTEMPT TO ADVERTISE OR SELL TICKETS PRIOR TO THE FULL EXECUTION OF CONTRACT BY ALL PARTIES WILL BE AT BUYER'S OWN RISK AND MAY BE CONSIDERED, AT THE DISCRETION OF THE ARTIST, A BREACH OF CONTRACT AS WELL AS A CONTRACT ALTERATION WHICH WILL PERMIT, BUT NOT REQUIRE ARTIST TO TAKE ANY ACTION PROVIDED FOR UNDER THIS AGREEMENT.

38) This is the sole and complete agreement between the parties with respect to the engagement. Nothing in this contract shall be construed to constitute the parties as a partnership or joint venture, and Artist shall not be liable in whole or in part for any obligation that may be incurred by Buyer in carrying out any of the provisions contained herein, or otherwise.

This information is intended to enable Phil Vassar to deliver the highest quality show possible. Thank you for your cooperation and assistance. We look forward to working with you.

AGREED & ACCEPTED

[Signature]
BUYER - Terrace County Fair

Row Brown Chairman
(please print name)
Terrace County Fair

Date: 2-20-19

AGREED & ACCEPTED

[Signature]
ARTIST
BQ PRODUCTIONS, INC.

Phil Vassar
f/s/o
PHIL VASSAR

Date: 5/2/19

[Signature]

COMMISSIONER

Kendall Thomas

(please print name)

DATE: 23 Feb 2019

Initials: [Signature]

* SEE NOTES *

PHIL VASSAR SHOW CATERING

All meals should be served in a private area away from the public.

All numbers represent Phil Vassar personnel ONLY. This does not include support acts, local crews, promotion staff, etc. Serving times will be determined by that day's schedule, but are normally as follows:

~~BREAKFAST 9:00 - 11:00 AM~~ N/A
LUNCH 12:00 - 2:00 PM Buffet provided
DINNER 5:00 - 7:00 PM paid By Artist

FOR DINNER WE REQUEST THERE IS A CHICKEN AND A BEEF OR FISH OPTION. THIS WILL COVER EVERYONE'S PREFERENCES IF BOTH ARE PRESENT.

PHIL VASSAR DOES NOT EAT PORK.

Breakfast: Breakfast should be a **hot meal** for band and crew of twelve (12) people. ~~The meal should consist of eggs (egg whites preferred), breakfast meat (turkey sausage or turkey bacon preferred), 1/2 gallon milk, 1 quart of vanilla almond milk, 1 quart of coconut water, orange juice, as well as assorted fruit (organic if possible) and assorted pastries.~~

N/A

If our arrival is later than 10 a.m. disregard the hot portion of the meal

Lunch: Lunch should be a **hot meal** for band & crew of twelve (12) people including a choice of two meats (or fish), two vegetables, fresh salad with dressings (raspberry vinaigrette, regular vinaigrette, ranch, and Italian) as well as a vegetarian dish and some assortment of bread. **NO DELI TRAYS PLEASE**

* Buffet -
Lunch meats
Rolls Chips
Cheeses, Veg tables
Fruit, + Drinks

Dinner: Dinner should be a **hot meal** for band & crew of twelve (12) people. Meal should consist of two meats (chicken, and beef OR fish), salad with preferred dressings, two vegetables (mashed potatoes if possible), and a vegetarian pasta dish.

* To Be Bought
By Artist

After-show: We understand that options are limited late at night, but we always prefer a healthier option if it is available. If pizza is the only option, 3 thin crust pizzas (1 veggie, 1 pep/cheese, 1 meat lovers) will be sufficient. Salad would also be appreciated if available.

Buffet Avail.

Please forward menu to Jeff Smith for approval

jeff@philvassar.com (615) 268-3630

Revised 7-15-17

**PHIL VASSAR
DRESSING ROOM / BUS STOCK**

DRESSING ROOM / STAGE

Beverages:

These items should be set-up and iced down by 2:00 PM.
Please keep a supply of fresh, clean ice and cups near
beverage service area throughout the day.

** NO Alcohol
To Be Bought
By County*

~~Twelve (12) assorted import beers and/or local micro brews~~
Twelve (12) Coca Cola *→ Pepsi Contract*
Twelve (12) Ginger Ale (Canada Dry Brand preferred)
One (1) case bottled drinking water (Fiji Brand preferred)
One (1) bottle Cabernet Sauvignon
One (1) bottle Pinot Noir
Twenty Five (25) 16oz-20oz Solo Brand cold drink cups
Clean ice for beverages

Other:

If Dressing Rooms Have Showers *No Showers*
~~Twelve (12) bath towels~~
**These items should be delivered to the stage prior to house doors
opening**
Six (6) hand towels *ok -*
1 Case of room temperature bottled drinking water *ok -*

BUS STOCK

These items should be delivered to the bus upon arrival, but no later than 2:00 PM.

Two (2) 10 LB Bags of Ice
Two (2) Cases Bottled Water (Fiji Brand preferred)
Twelve (12) Coca-Cola *→ Pepsi*
Twelve (12) Ginger Ale (Canada Dry preferred)
2 X 12 packs of "K Cup" Coffee Packs (Medium Roast or Breakfast Blend)
Twenty Five (25) 20oz Paper Hot Drink Cups (No Styrofoam Please)
Twenty Five (25) 16oz-20oz Solo Brand cold drink cups
Two (2) rolls of heavy duty paper towels (Brawny Brand preferred)
One (1) pound bag of raw almonds (unsalted/not roasted)
One (1) jar of peanuts (lightly salted)

**PLEASE CONTACT JEFF SMITH,
ROAD MANAGER WITH ANY DEVIATIONS OF ABOVE.**

(615) 268-3630 jeff@philvassar.com

Revised 7-15-17

PHIL VASSAR BACKLINE

5 PIECE BAND

Phil Vassar Piano:

Phil is a Yamaha endorsed Artist

1ST CHOICE

5'or 7' Grand Piano Shell

SHELL MUST HOLD YAMAHA CP 300 KEYBOARD

The CP300 dimensions are as follows:

(W x D x H) 54-3/4 in X 18-1/18 X 6-15/16

2ea) Yamaha CP300 (1st Choice)

OR

2ea) Yamaha CP250 (2nd Choice)

2nd CHOICE

7' Yamaha Digital Grand with Midi Interface w/ 300' Midi Cables and Keyboard

Keyboards must have sustain pedal and cables to run stereo. No piano bench will be needed.

Bass: Steve Cook

Steve is an Eden endorsed musician.

1st CHOICE

Eden WT-800 w/(2ea) 410XLT cabs

2nd CHOICE

Ampeg SVT w/(1ea) 810 cab

3rd CHOICE

Ampeg SVT Pro head w/(2ea) 410 cabs

1ea) Avalon U5

1ea) Rack Tuner

Electric Guitar: Jeffrey "J-Dawg" Smith

1st CHOICE

2ea) Fender Hot Rod De Ville 212 Combo

2nd CHOICE

2ea) 36W Reinhardt Head + 2-12 cabinet

2nd CHOICE

2ea) Mesa Boogie Lonestar Combos

Drum Kit: Jake Caldwell

Jake is a Taye Drums endorsed musician.

1st CHOICE

Taye Drums - Studio Birch or Studio Maple

Please note: Jake is endorsed by Taye Drums.

2nd CHOICE

Yamaha Drums - Absolute Maple or Absolute Birch

3rd CHOICE

Pearl Drums - All Maple or All Birch Shells

Kick drum size: 16x22 (18x22 will work if 16 inch depth is not available)

Snare: 6x14 or deeper (please provide 1 extra snare for backup)

Toms: 9x12 mounted tom and 14x14 floor tom w/legs (16 inch floor tom will work if 14 is not available)

Hardware: Yamaha or Pearl hardware

Hi-Hat: 3 leg base with chain drive

Snare Stand: double braced only please

Tom Stand: standard hardware stand w/ tom attachment or mount from kick drum

Cymbal Stands: (3 individual stands - all with boom arms)

Kick Pedal: Single pedal with chain drive (please provide 1 extra pedal for backup)

Cymbals:

1st choice: Meinl Byzance Series

2nd Choice: Sabian HHX or HH Series

Hi-Hats: 14 inch or larger

Crashes: 2 crashes - nothing smaller than 17 inches please

Ride: 20-22 inch ride

Drum Heads: Remo and/or Evans

Kick: Clear Powerstroke 3 on batter, Ebony Powerstroke 3 w/hole in front head

Snare: Remo Coated Ambassador on snare top and Remo Clear

Ambassador on snare bottom

Toms: Remo Clear Emperor on tops and Remo Clear Ambassadors on bottoms.

* SEE
NOTE
Previous
page

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Notes

Keys: Jefferson Jarvis

1ea) Yamaha Motif XS8/ or MO 8

1ea) Yamaha CP 300 or CP 250

Keyboards must have sustain pedal and cables to run Stereo

1ea) Nord Electro 2 or 3 w/expression pedal.

IF NO NORD IS AVAILABLE

Hammond B3/C3 w/ Leslie 122 or 147 with speed control. Also needed is 4 wood blocks to raise the B3 a couple of inches

1ea) Heavy Duty Double Tier X-Stand

1ea) Heavy Duty Single Tier X-Stands

All applicable pedals and cables. No Bench or Bass Pedals will be needed.

Additional Needs

3ea) Wireless Instrument Pack Systems

4ea) Guitar Stands

2ea) Black 30" Bar Stools

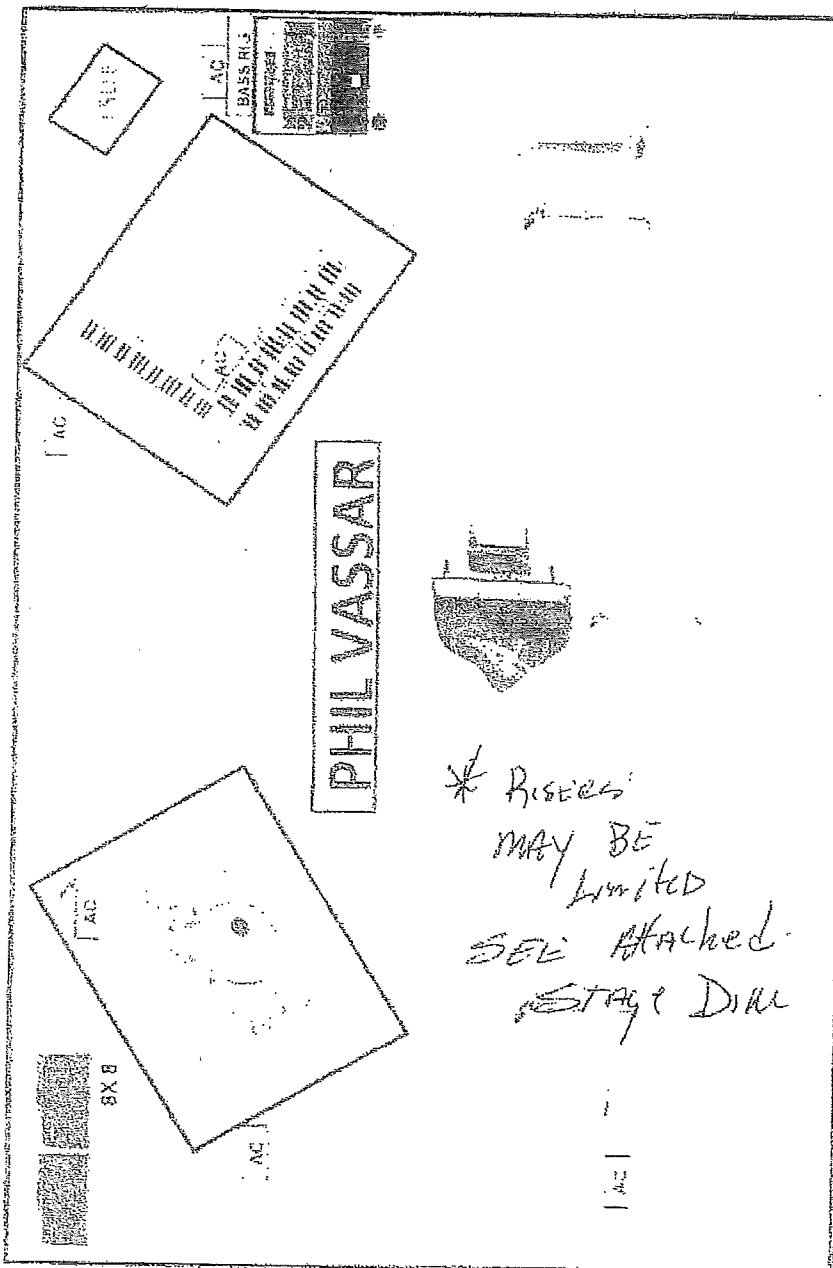
3ea) Wireless Instrument Pack Systems

5ea) Small Squirrel Cage Fans

6ea) Wireless In-Ear Monitor Systems with as many spare body packs possible.

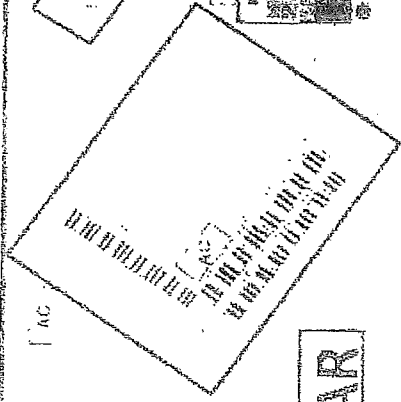
We will provide ear buds.

Revised 7-15-17 gsh



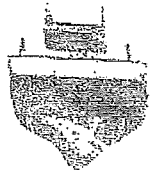
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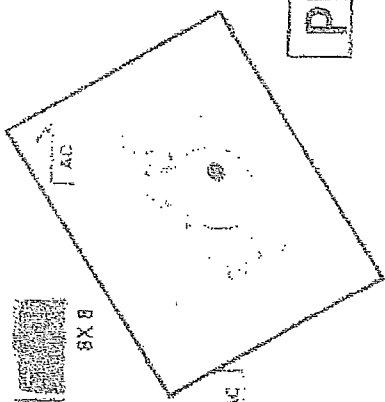
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PHIL VASSAR



* RISES
MAY BE
LIMITED
SEE ATTACHED
STAGE DRAW

AC
BX 8



AC

AC

5 PIECE PHIL VASSAR INPUT LIST

revised 7-15-16

BOARDS	INSTRUMENT	STAGE BOX	SPLIT	NOTES
1	KICK IN			
2	KICK OUT			
3	SN TOP			
4	SN BOT			
5	HH			
6	RACK			
7	FLOOR 1			
8	FLOOR 2			
9	OH L			
10	OH R			
11	RIDE			
12	X STICK			
13	BASS			
14	GTR L			
15	GTR R			
16	T 2 PERCUSSION			
17	T 3 ACOUSTIC			
18	T 4 ELECTRIC			
19	T 5 KEY L			
20	T 6 KEYS R			
21	T 7 BGV L			
22	T 8 BGV R			
23	PV PIANO L			
24	PV PIANO R			
25	PV MAIN VOX			
26	PV SPARE VOX			
27	GTR VOX			
28	BASS VOX			
29	DRUM VOX			
30	TI CLICK			
31	TE FULL			
32	TE BAND ONLY			
33	LESLIE LOW		MIX 1	PHIL L
34	LESLIE HI L		MIX 2	PHIL R
35	LESLIE HI R		MIX 3	GTR L
36	MOTIF L		MIX 4	GTR R
37	MOTIF R		MIX 5	BASS L
38	KEYS L		MIX 6	BASS R
39	KEYS R		MIX 7	DRUM L
40			MIX 8	DRUM R
41			MIX 9	KEYS L
42			MIX 10	KEYS R
43			MIX 11	
44			MIX 12	
45			MIX 13	
46			MIX 14	
47			MIX 15	PV WEDGE
48			MIX 16	VERB SEND