



1201 Demonbreun Street, 15th Floor  
Nashville, TN 37203

PURCHASER'S ADDENDUM IS ATTACHED & INCORPORATED HERETO

USA

Phone: +1 615-963-3387

email: LA@wmeagency.com

**DUSTIN LYNCH**

FOXFIRE, INC.

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

Agreement made 07 May 2025 between **FOXFIRE, INC.** (hereinafter referred to as "PRODUCER") furnishing the services of **DUSTIN LYNCH** (hereinafter referred to as "ARTIST") and **DOUGLAS COUNTY FAIR & RODEO/Tim Hallmark** (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference. **each as amended**

**1. ENGAGEMENT VENUE(S):**

DOUGLAS COUNTY FAIR & RODEO – DOUGLAS COUNTY EVENT CENTER  
500 Fairgrounds Drive  
Castle Rock, CO 80104  
USA

**2. DATE(S) OF ENGAGEMENT:**

**Fri 25 Jul 2025**

- a. Number of Shows: 1
- b. Show Schedule(s):  
06:00 PM: Doors  
07:30 PM: Support - Pending: Lakeview; (60 min.)  
09:00 PM: Headliner: DUSTIN LYNCH; (75-90 min.); Confirmed; To Close  
12:00 AM: Curfew

**3. BILLING (in all forms of advertising):**

100% ~~Sole~~ Headline Billing

THE ARTIST MAY BE SUBJECT TO LOCAL,  
STATE OR FEDERAL INCOME OR SIMILAR  
TAXES REQUIRED BY ANY GOVERNMENTAL  
AUTHORITY EXERCISING CONTROL OR  
TAXING AUTHORITY OVER THIS EVENT.

**4. COMPENSATION:**

**\$150,000.00 USD (One Hundred Fifty Thousand U.S. Dollars) minimum GUARANTEE, plus the right to receive 80.00% of the ~~gross~~ box office receipts over ~~\$238,650.00~~ USD.**  
**\$233,282.50**

**Net**

**DEPOSIT** requirements and **PAYMENT TERMS** are further set forth below in **Section 10.**

**5. PRODUCTION AND CATERING:**

- Venue to provide a first class sound and light system, which is pre-set for the Venue. Additional equipment, unless otherwise previously agreed upon, (including backline, in-ear monitors, artist specified consoles, moving lights, and any other non-standard equipment) is to be provided by Artist and installed in accordance with venue safety protocols. Sound level shall be mutually agreed upon between Artist and Venue. **see addendum #7**
- Purchaser to provide and pay for 12 professional hands and 4 professional loaders and one (1) five thousand pound forklift with a qualified driver. All must be professionals, no volunteers.
- PURCHASER will ensure that the following are provided for ARTIST for the PERFORMANCE: Seven (7) 50lb CO2 (Carbon Dioxide) tanks with Siphon tubes.
- Purchaser to provide and pay for festival catering, per advance. Meals will be limited to food & beverage consumed on-site during the day of the performance. No food or beverages will be provided for off-site consumption. No alcohol will be provided. **No bus stock or after show food will be provided.**

**Production Contact:**

James Cutler  
(303) 757-8400 (off.)  
jcutler@psiiusa.com

**6. TRANSPORTATION AND ACCOMMODATIONS:**

- ~~a) Air transportation:~~
- ~~b) Accommodations:~~
- ~~c) Air freight and excess baggage:~~
- d) Ground transportation: - Purchaser agrees to provide and pay for ground transportation consisting of one (1) fifteen (15) passenger van or two (2) SUVs of equivalent size, defined as being within thirty (30) miles of the venue, per advance.
- ~~e) Meals and incidentals:~~
- ~~f) Other:~~

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

**7. SPECIAL PROVISIONS:**

**PURCHASER AGREES TO:**

- Purchaser agrees to hold announce/advertising until after Artist's show in Morrison, CO on April 16, 2025 either plays or sells out.
- Purchaser to advance this engagement with David Stallings at David@dustinlynchmusic.com AND production@dustinlynchmusic.com or 615-853-0795.
- There may be NO announcements, listings, inclusions in public calendars, websites, postings etc. of any kind, anywhere without the prior written approval of Stefanie Billue at WME (SBillue@WMEAgency.com). All marketing and advertising plans, including, but not limited to, presenting radio stations, promotional comps, approved admats, artist and fan club holds, radio/tv spots and ticket header must be approved in writing by Stefanie Billue at WME.
- Any changes to lineup or show order stated in this contract must be approved in writing by Artist's manager, agent, or authorized representative. Any changes without prior approval shall constitute a breach of contract and Artist shall be entitled to cancel the performance, retain any amounts previously received, and receive the full guarantee due under this agreement.
- Artist touring party to provide photographers for M&G. No cell phones nor venue photographer needed.
- Purchaser must provide a mock-up of any event merchandise that includes artist name and/or likeness to artist management for approval prior to production. There shall be no use or association of Artist's name, likeness, logo, image or otherwise, either directly or indirectly, in connection with any product or service, including without limitation, merchandise, program, poster, souvenir book, clothing, signage, banners or otherwise, without Producer's written approval in each instance.
- Purchaser understands and agrees that attendance and monetary figures for this engagement shall not be released to any media outlet before or after stated engagement plays. Artist Management shall hold the exclusive right to release any information regarding this engagement. **to the extent permitted by law**
- Purchaser must provide a detailed breakdown of all ticketing fees.
- Purchaser to provide a seating chart, color-coded according to scaling, with every offer. Ticketing diagram to be provided on request.
- Purchaser must receive prior management approval before charging costs incurred with activating VIP programs back to the Artist.
- No "skip the line", early entry, VIP program, or venue / promoter upgrades of any kind are approved aside from ARTIST originated and controlled VIP offers, unless approved in writing by ARTIST.
- Purchaser agrees that Artist/Artist management shall have final approval of all direct support acts.
- When Artist is asked to perform on an outdoor stage that is not part of a secure permanent structure, Purchaser agrees to provide a licensed structural engineer to inspect and certify that all structures (below, around, and above the performance and surrounding area) meet safety standards, can withstand moderate wind & rain conditions, and safely support all production equipment either hanging from or otherwise attached to any part of the structure.
- NO allocation of ticket inventory to Value Channels (e.g. Groupon) without written approval from WME.
- NO local, venue or promoter holds in the GA pit except for approved platinum.
- Purchaser to provide weekly ticket counts and gross.

- Purchaser will implement all COUNTY MANDATED safety measures in connection with conducting the Engagement to safeguard the health, safety, and well-being of all: attendees; Company/Artist and Company's and Artist's personnel, representatives, and invitees; Purchaser's employees, affiliates, contractors, vendors, representatives, and any other person engaged by or at the direction of Purchaser, generally, and also specifically in connection with COVID-19 including, without limitation, all then current guidance with respect to best safety practices.

- In addition to Purchaser's other indemnification obligations, Purchaser will indemnify, defend, and hold Company and Artist and Artist's accountants, attorneys, agents, representatives, and their respective contractors, employees, licensees, and designees harmless from and against any and all third party claim, liability, and/or loss arising out of or in connection with the foregoing obligation, unless such is directly due to negligence of company or Artist or their staff.

- NO changes to ticket scaling, including dynamically pricing tickets and comp allocations, without prior written approval from WME.

- All terms relative to COVID-19, coronavirus, and/or the ongoing coronavirus pandemic as set forth herein are agreed on a most favored nation's basis. Should any other performer at the Engagement receive more favorable terms relative to COVID-19, coronavirus, and/or the ongoing coronavirus pandemic, Producer/Artist shall be entitled to the same.

- Due to current conditions related to the Coronavirus pandemic, Artist is not currently participating in meet & greets. Any meet & greet request to be at Artist's sole discretion. **OK - Purchaser requests 30 people at the artist's convenience. In the event that an artist has his or her own fan club meet and greet the fair shall be granted up to thirty meet and greet passes**

- There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of ARTIST or ARTIST'S performance. Any requests for the foregoing shall be subject to PRODUCER'S prior written approval and terms in all instances.

**Still non-professional photos permitted by the audience. Event photographer and Videographer shall be allowed to shoot artist performance and capture b-roll images solely for archival purposes only. See addendum #15**

- Purchaser is not permitted, in any manner, to sell (or sell access to) any permitted meet and greet (if any) in any manner (e.g., as a standalone charge, part of a ticket package, or otherwise) pursuant to this Agreement absent Producer's separate, express, written approval. Purchaser is advised that Producer and Artist take the unauthorized sale of meet and greet opportunities (or access thereto) very seriously.

#### ARTIST AGREES TO:

~~- There shall be no cancellation privileges for this engagement. Notwithstanding the foregoing, Producer retains the right to cancel this engagement, in its sole discretion, as a result of a force majeure event, inclement weather, and/or Purchaser breach, whereupon Producer shall be entitled to, without limitation, all rights and remedies available under this Agreement and at law and equity. see addendum #2~~

- Purchaser requests that Artist make best efforts to participate in a thirty (30) minute maximum meet & greet for up to thirty (30) people. Time, location and duration to be determined by Artist's tour manager, per advance. Participation in Meet & Greet per Artist's discretion subject to the status of the current national health crisis.

- A current rider must be issued with the contract, as no new updated artist rider will be signed and returned after the original contract and rider are issued.

- Venue reserves the right to permit the Stage sponsor to place certain signage around or adjacent to the stage during the Artist's performance.

- Sponsor signage represents stage and/or event sponsorship and is not connected specifically to Artist.

- Terms of any Artist's sponsorship are to be negotiated upfront with Buyer.

- Artist to make best efforts to assist in promotions and marketing for event as their schedule allows.

- Artist to make best efforts to conduct interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways.

- Artist to make best efforts to make a post upon announcement of the show and a post the week of the show on all social networks that the Artist is on.

- Artist to make best efforts to provide a 15-30 second announcement video liner.

- The Artist / Producer may be subject to local, state or federal income or similar taxes required by any governmental authority exercising control or taxing authority over this event.

- Any radio welcomes or presents to be mutually agreed upon.

- Artist sponsorship needs will be accommodated, within reason, per advance.

- Artist will be responsible for paying cleaning fee of up to \$1,000 if they smoke in, trash, or otherwise cause damage to any provided artist trailer, if one is provided, or any dressing rooms, restrooms or green rooms at the venue.

**PURCHASER COVID LANGUAGE:**

The parties agree and understand that the COVID-19 pandemic creates unique health and safety issues that could prevent this engagement from occurring. With full knowledge of this situation, the parties hereby agree to engage in good faith to discuss any then current circumstances caused by the COVID-19 pandemic that may affect the engagement and shall abide by the guidelines outlined below.

- a. If any state, federal, or county governmental entity cancels/denies permits (e.g., ban on mass gatherings) this shall be a Force Majeure event and all parties shall bear their own costs and risk and all deposits shall be promptly refunded to Purchaser. The parties shall work in good faith to try and reschedule the engagement.
- b. If any state, federal, or county governmental entity requires a reduction in venue capacity or imposition of other COVID-19 measures (e.g., no camping, temperature checks, staggered entry) that Purchaser decides makes the show impossible the Purchaser shall have the right to attempt to reschedule the engagement, propose new deal terms for the existing engagement (e.g. two shows in the same day, reduced guarantee) or cancel the event. If Purchaser makes a determination of impossibility under this clause 31 days or more prior to the engagement Producer shall promptly refund any deposit monies paid. If Purchaser makes a determination of impossibility under this clause within 30 days or less of the performance date, Producer shall have the right to retain ten (10%) of the artist guarantee to cover expenses and any remaining deposit monies shall be promptly refunded to Purchaser.
- c. Poor ticket sales are NOT an excuse to cancel.

Artist shall not perform publicly or advertise any performance within a radius of 150 miles from the Location listed above for a period beginning from the time of confirmation/acceptance of Buyer's offer, and running 30 days following the Performance Date and shall not announce, leak, or advertise any performance within a radius of 150 miles from the Location listed above until the Engagement is sold out or the Performance Date has passed. **see addendum #4**

**8. ARTIST RIDER:**

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof. **each as amended**

**9. CURRENCY AND EXCHANGE RATE:**

**10. PAYMENT TERMS:**

- a. ~~DEPOSIT in the amount of~~ shall be paid to and in the name of PRODUCER's agent, ~~WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC~~ (FAIR DOES NOT PAY DEPOSITS; MFN)

~~All deposit payments shall be paid via certified or cashier's check sent to:~~

~~WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC  
ATTN: Lance Alleman  
1201 Demonbreun Street, 15th Floor  
Nashville, TN 37203  
USA~~

~~OR via bank wire as follows:~~

CITY NATIONAL BANK  
~~1005 17th Ave. S  
Suite 600  
Nashville, TN 37212~~

ABA no.: 064009445  
~~William Morris Endeavor Account No.: 684001426  
ORG: Douglas County Fair & Rodeo / REF: Dustin Lynch / Jul 25, 2025  
WME booking code: PAC 1099190~~

~~Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name  
(as sender), name of the artist, start date of the Engagement(s).~~

**Event Check**

- b. BALANCE of the monies shall be paid to and in the name of PRODUCER by ~~certified or cashier's check or bank wire (as designated by PRODUCER)~~, to be received by PRODUCER not later than ~~prior to the first show of the Engagement.~~  
**immediately following**

- c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in ~~cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER)~~, immediately following the last show of the Engagement.  
**Event Check**

- d. ~~In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by~~

~~PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.~~

11. SCALING AND TICKET PRICES:

	CAP.	TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Fri 25 Jul 9:00 PM	545	2,300	Reserved	\$50.00 \$60	100	0	2,200	545					\$5.00	\$45.00	\$110,000.00
		8,500	GA Standing	\$60.00 \$70	250	0	8,250						\$5.00	\$55.00	\$495,000.00
	10,800			350	0	10,450									\$605,000.00
	9045			250		8795									\$533,150

SCALING NOTES:

Day of show ticket price increase: \$5.00 USD  
 - Outdoor Show / Covered Stage / Rain or Shine  
 - Fair Admission: \$5  
 - Artist Comps: 30

ADJUSTED GROSS POTENTIAL:	\$552,750.00
25-Jul-2025	
TAXES 7.9%	NO SALES TAX ON TICKETS
	(\$40,470.11)
NET POTENTIAL:	\$533,150.00 \$512,279.89

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
House Expense	\$57,000.00				
Support	\$15,000.00	\$10,000			
Expense Totals:	\$72,000.00	\$67,000			

~~PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.~~

13. MERCHANDISING: see addendum #3

If the artists needs festival assistance on merch selling the artist is responsible for paying a minimum of \$150 to merch seller. Fair requires 15 day notice to secure merch seller or assistants.  
 Artist is responsible for sales tax in relation to merch sales.  
 Artist sells; CD/DVD: 90.00% of proceeds to ARTIST. MFN  
 Artist sells; T-Shirts/Soft: 80.00% of proceeds to ARTIST. MFN

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

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



By:

DOUGLAS COUNTY FAIR & RODEO  
Tim Hallmark  
500 Fairgrounds Drive  
Castle Rock, CO 80104  
USA

Care of: Mark Gramm  
Romeo Entertainment Group

By:

FOXFIRE, INC.  
Fed ID: 45-2460994

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

-INSURANCE: SEE ADDENDUM #8

-Event will NOT pay for publicity materials

-The Fully Executed Contract must be returned to Romeo Entertainment Group at least 30 days prior to the date of the engagement in order for checks to be processed in time for payment to the artist on day of show.

Douglas County is not responsible for any indemnification required by the terms and conditions to the extent that such indemnification is prohibited by applicable law.

## ADDITIONAL TERMS AND CONDITIONS

## A. COMPENSATION

vendor/third party estimates, credit card charges,

(1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, ~~promptly~~ upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.

(2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a ~~certified~~ statement of the gross receipts of each performance within ~~two (2) hours~~ <sup>one (1) business day</sup> following such performance. ~~PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.~~

(3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.

(4) ~~In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.~~

upon providing PRODUCER statement of gross receipts

unless otherwise mutually agreed upon

## B. TICKETS

individually identifiable

from this Agreement

(1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.

(2) ~~ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL,~~ such approval not to be unreasonably withheld.

(3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon ~~whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.~~

material

(4) ~~The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.~~

material

(5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, ~~without limitation, all ticket prices and adjustments thereto,~~ scaling, gross box office potential ~~and additional ticketing charges (if any).~~ All elements thereof, including, ~~without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.~~

reasonably

(6) ~~PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.~~

(7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion, ~~such approval not to be unreasonably withheld.~~

## C. FACILITIES See Addendum #7

(1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, ~~stage curtains, properly tuned grand piano or pianos~~ and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.

(2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.

(3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.

(4) PURCHASER agrees to pay all amusement taxes, if applicable.

(5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.

(6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.

(7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).

(8) PURCHASER shall be ~~solely~~ responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

**PROVIDED SUCH IS NOT THE DIRECT RESULT OF PRODUCER'S NEGLIGENCE OR THAT OF ITS EMPLOYEES AND/OR AGENTS.**

## D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

## E. EXCUSED PERFORMANCE See Addendum #10

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

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, ~~or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement;~~ or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

## F. INCLEMENT WEATHER See Addendum #11

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party. **AS PREVIOUSLY NEGOTIATED AND AGREED UPON TO ON THE CONTRACT FACE AND WHERE APPLICABLE, SUCH COSTS ARE ACTUALLY INCURRED.**

## G. PRODUCER'S RIGHT TO CANCEL See Addendum #2

~~PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.~~

## H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

## I. MERCHANDISING See Addendum #3

PRODUCER 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, however, to concessionaire's requirements, if any, as specified in this Agreement.

## J. NO RECORDING/BROADCAST

professionally film or photograph

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, ~~photograph~~, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

## K. PURCHASER DEFAULT

\*PURCHASER SHALL BE GRANTED A REASONABLE OPPORTUNITY TO CURE SAID BREACH. SUCH CURE NOT TO OCCUR LATER THAN WITHIN A REASONABLE AMOUNT OF TIME PRIOR TO PERFORMANCE.

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

\*\*AS PREVIOUSLY NEGOTIATED AND AGREED TO ON THE CONTRACT

FACE AND WHERE APPLICABLE, SUCH COSTS ARE ACTUALLY INCURRED.

(2) If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement. \*\*

## L. INSURANCE/INDEMNIFICATION

PURCHASER SHALL OBTAIN GENERAL LIABILITY INSURANCE IN THE FOLLOWING AMOUNTS (AT MINIMUM) FOR THE EVENTS WITH CAPACITIES SEALED AS FOLLOWS:  
0-2,500 - \$1M; 2,501-10,000 - \$3M; 10,001-15,000 - \$4M; 15,001-25,000 - \$6M; 25,001+ - \$10M

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, ~~liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any). Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence.~~ All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless <sup>fifteen (15)</sup> ~~thirty (30)~~ days prior written notice thereof is furnished to PRODUCER/ARTIST. ~~Not less than ten (10) days~~ prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with <sup>a copy</sup> ~~an appropriate certificate(s)~~ of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

UNLESS SUCH IS DIRECTLY DUE TO NEGLIGENCE OF ACT OR ACTS, AGENTS OR EMPLOYEES

## M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

## N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

## O. CONTROLLING PROVISIONS

~~In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.~~

## P. LIMITATION OF LIABILITY

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

## Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, ~~the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States,~~ the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, ~~the relevant competent authorities of Australia,~~ or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in

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

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

(6) This Agreement shall be construed in accordance with the laws of the State of Tennessee applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Nashville, Davidson County in the State of Tennessee in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Nashville, Davidson County in the State of Tennessee and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

<sup>Neither Party</sup>  
(7) ~~PURCHASER~~ shall ~~not~~ have the right to assign or transfer this Agreement, or any provision thereof.

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

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

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

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

## CONTRACT ADDENDUM

**Producer: FOXFIRE, INC.**

**Buyer: Douglas County Fair & Rodeo**

**Performance Date: Friday, July 25, 2025**

**Location: Castle Rock, CO**

1. **CONFLICT WITH CONTRACT:** All terms of this Addendum shall supersede any conflicting terms in the Contract/Producer rider, solely to the extent of conflict.
2. **CANCELLATION:** There are no cancellation privileges for this contract by either party unless such cancellation is due to a material breach of the contract, force majeure, or inclement weather.
3. **MERCHANDISING:** Except as may otherwise be stated in the agency-issued agreement ("Contract Face"), Producer shall pay twenty percent (20%) of merchandise sales to venue, less any tax, however Producer shall only be required to pay ten percent (10%) to venue for sales derived from cd's/dvd's and books, less any tax and Producer shall provide all necessary sellers. Credit Card Fees shall be an expense deducted from the Gross at the actual credit card rate and no more than 3.5%.
4. **RADIUS PROTECTION FOR PERFORMANCE AND PROMOTION:** Except as may otherwise be stated on the contract face, Artist / Producer shall not perform publicly within a radius of **150 miles** from the Location listed above for a period beginning from the time of confirmation/acceptance of Buyer's offer, and running until **30 days following** the Performance Date, unless Producer obtains Buyer's express written consent. Such consent shall not be unreasonably withheld.
5. **SOUND LEVEL CONTROL:** It is an express condition of this contract that the Buyer shall have control of the maximum sound level volume at all times, in consultation with Producer. And Producer's sound engineer shall reasonably cooperate with Buyer to achieve a satisfactory maximum level. **THIS WILL BE STRICTLY ENFORCED.**
6. **MEET & GREET / MARKETING:** Subject to the terms of the Contract Face and Producer/Artist Rider, Artist agrees to conduct a meet & greet with no more than 30 individuals at a time convenient for Artist. The meet & greet will be well organized and run smoothly and quickly. Event may request up to 30 photos signed by Artist. Artist agrees to assist in promotions and marketing for the event as their schedule allows. Buyer may request Artist interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways. Producer and Artist will limit on-site promotions to official Engagement sponsors and media partners, unless otherwise agreed. In the event Artist has any sponsorship and/or related obligations, Buyer and Producer will work in good faith to reasonably accommodate any such obligations without unduly interfering with Engagement sponsor and media partner rights.
7. **ADVANCE WITH BUYER:** Producer's representative shall contact **MARK GRAMM @ 605-290-8116**, not less than two (2) weeks prior to the Performance Date to advance all production and technical aspects related to Artist's performance. Producer shall make reasonable efforts to supplement any of their required production specifications with any equipment already provided by Buyer. Buyer shall make best efforts to accommodate as much production equipment as possible, subject to safety and structural limitations. In no event shall Buyer be required to use all of Producer's supplied production. If Producer requires any additional production equipment, which Buyer is not otherwise obligated to provide, such requests shall be subject to Buyer's approval. Additional equipment, unless otherwise previously agreed upon, (including backline, in-ear monitors, artist specified consoles, moving lights, and any other non-standard equipment) is to be provided by Producer and installed in accordance with venue safety protocols, to which Producer is made aware of in a separate writing.
8. **TAX & INSURANCE INFORMATION/PAYMENT:** Producer shall complete and return the proper tax form (WT-11, W-9 or W4-NA which has been supplied to artists booking agency). All cash requests are subject to Buyer's approval. Producer shall maintain its current insurance policy with limits to be not less than \$1 million per occurrence and \$2 million aggregate, and Producer shall have reasonable opportunity to cure any breach of policy limits. Upon request, Producer shall provide proof of such insurance. Producer shall be responsible for paying all of its own applicable taxes or dues in connection with the compensation received from Buyer, including, but not limited to, any employment withholding tax, union dues, and pension plans. For clarification, Buyer shall remain responsible (as stated under the applicable law) for withholding any tax on the compensation paid from Buyer to Producer (e.g., Buyer shall withhold any non-resident entertainer tax). In the event the Producer contracts with Buyer as an individual, as opposed to a legal entity, Buyer will require a COI (Certificate of Insurance) as detailed in this paragraph. If Producer contracts directly as an individual, they acknowledge that they shall carry their own general liability and workers compensation insurance as required by law in order to perform at this event. Producer's failure to comply with any workers compensation obligation imposed on Producer by applicable law shall be considered a breach of this agreement and Purchaser may, as its sole right and remedy, cancel the engagement as a result thereof (subject to Producer's reasonable opportunity to cure same upon timely, separate, and written notice from Purchaser). Artist/Producer further acknowledges that they must provide a COI to Romeo Entertainment Group/Buyer within ten (10) days of written request by Buyer. For clarification, It is expressly understood and agreed that the parties hereto are acting as independent contractors with respect to one another and not as partners, co-venturers, joint venturers, employee-employer, agency or other affiliate relationship and, as such, neither party (including their respective contractors, agents, or employees) shall be eligible for the other's worker's compensation insurance benefits.
9. **CATERING:** All catering requirements and requests must be mutually agreed upon between Producer and Buyer. All special food requests and allergy information should be submitted within two weeks prior to the Performance Date.
10. **FORCE MAJEURE:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation, a venue accident, a venue interruption, or failure as related to the venue, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation

with respect to the performance of the Contract shall be excused and neither Party shall have any liability to the other in connection therewith.

11. **INCLEMENT WEATHER:** Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and Buyer shall remain liable for payment to Producer of the full guarantee plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions provided that such inclement weather is in or near the city of the Engagement and Artist made a good faith effort to perform in accordance with this Agreement. For clarification, Buyer shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation and expense reimbursements for Artist and touring party, only as previously negotiated and agreed to on the contract face and, where applicable, such costs are actually incurred.
12. **PERFORMANCE TIME:** Artist shall perform at the stage location as set forth in the Agreement. In the event of inclement weather or Buyer's scheduling or logistic difficulties, Buyer shall have the right to delay Artist's performance for a reasonable time period from the scheduled performance time set forth in the Agreement, subject to the approval of the Producer, which will not be unreasonably withheld (a "Delay"). In the event a "Delay" cannot be agreed upon despite reasonable efforts of both parties, Producer shall, nonetheless, remain entitled to the full Guarantee due under the Agreement.

In the event that a non-performance is due to Producer or Artist's negligence and/or Artist refuses or neglects to provide any of the material items or to perform any of its material obligations per the Agreement; provided that Artist fails to cure such breach within a reasonable amount of time, any deposit or monies previously paid to Producer shall be refunded to Buyer within a reasonable time (unless the parties agree to apply any such amounts to a mutually agreed reschedule date) and Buyer and Producer/Artist shall engage in good faith efforts to determine a mutually approved reschedule time for the Engagement. In the event Buyer and Producer/Artist are unable to determine a mutually agreed rescheduled time, each party shall, have no further obligation in relation to the Engagement except pursuant to any payment obligations that may remain despite a non-performance (e.g., as set forth in paragraph fifteen (15) herein or as may be due as a result of Purchaser's uncured material breach).

In the event that a material delay (for clarification, not a "Delay") is due to Artist or Producer's sole negligence or intentional conduct, Buyer may be entitled to request a reduction in the Guarantee, provided that any grant of a reduction shall be dependent upon mutual agreement between all parties.

13. **LIMITED LIABILITY:** Buyer shall not be liable to Artist for any injury or damage to Artist or the Artist's equipment, unless such injury or damage is caused by the negligence or intentional conduct of Buyer, its agents, employees, contractors, or volunteers. Artist shall remove all of Artist's equipment and personal effects from the stage location and dressing rooms within a reasonable time following performance, unless prevented or prohibited from doing so through no fault of the Artist/Producer.
14. **INDEMNIFICATION:** Producer agrees to indemnify and hold harmless Buyer and Buyer's officers, agents and employees from any loss, damage, or expenses as a result of any third party claim for death, personal injury, or property damage where such claim is the direct result of Producer's or Artist's negligence or intentional wrongful act or omission (including reasonable outside attorneys' fees, expenses, and liabilities incurred in the defense of any such claims) where such claim is reduced to a final adverse judgment by a court of competent jurisdiction.
15. **PHOTOGRAPHY/TAPING:** Producer and Artist acknowledges that photography, videotaping and audio taping by the general public are impossible to completely control. Notwithstanding the foregoing, Buyer shall use reasonable efforts to prevent any professional grade or excessive recording (audio or video) and photography by the general public. The parties recognize the prevalent use of "smartphone" cameras and, subject to Buyer's obligations set forth herein, agree that such use shall not be deemed a breach of the Agreement.
16. **CHOICE OF LAW & VENUE:** The choice of law and choice of venue shall be the City, County and State in which the performance is to take place.
17. **COVID-19:** The parties agree and understand that the COVID-19 pandemic creates unique health and safety issues that could prevent this engagement from occurring. With full knowledge of this situation, the parties hereby agree to engage in good faith to discuss any then current circumstances caused by the COVID-19. pandemic that may affect the engagement and shall abide by the guidelines outlined below.
- a. If any state, federal, or county governmental entity cancels/denies permits (e.g., ban on mass gatherings) this shall be a Force Majeure event and all parties shall bear their own costs and risk and all deposits shall be promptly refunded to Purchaser. The parties shall work in good faith to try and reschedule the engagement.
  - b. If any state, federal, or county governmental entity requires a reduction in venue capacity or imposition of other COVID-19 measures (e.g., no camping, temperature checks, staggered entry) that Purchaser decides makes the show impossible the Purchaser shall have the right to attempt to reschedule the engagement, propose new deal terms for the existing engagement (e.g. two shows in the same day, reduced guarantee) or cancel the event. If Purchaser makes a determination of impossibility under this clause 31 days or more prior to the engagement Producer shall promptly refund any deposit monies paid. If Purchaser makes a determination of impossibility under this clause within 30 days or less of the performance date, Producer shall have the right to retain ten (10%) of the artist's guarantee to cover expenses and any remaining deposit monies shall be promptly refunded to Purchaser.
  - c. Poor ticket sales are NOT an excuse to cancel.

**ACCEPTED AND AGREED:**

**ACCEPTED AND AGREED:**



\_\_\_\_\_  
PRODUCER

\_\_\_\_\_  
BUYER

# Dustin Lynch

## KILLED THE COWBOY TOUR

### TOUR CONTACTS

PURCHASER'S ADDENDUM IS ATTACHED & INCORPORATED HERETO

#### TOUR MANAGER

David Stallings

(615) 853-0795

[david@dustinlynchmusic.com](mailto:david@dustinlynchmusic.com)

*Contact David for:*

*Anything Artist related*

*Meet & Greet*

*Show Settlement*

*Security*

#### ASSISTANT TOUR MANAGER

Lindsay Freeman

(256) 283-4229

[lindsay@dustinlynchmusic.com](mailto:lindsay@dustinlynchmusic.com)

*Contact Lindsay for:*

*Hospitality*

*Catering*

*Dressing room needs*

#### PRODUCTION MANAGER

Taylor Heineman

(817) 395-3296

[production@dustinlynchmusic.com](mailto:production@dustinlynchmusic.com)

*Contact Taylor for:*

*Any technical and production needs*

*Anything show related*

#### MERCHANDISE MANAGER

Jonathan Werner

(850) 346-8512

[jwernertourmerch@gmail.com](mailto:jwernertourmerch@gmail.com)

*Contact Jon for:*

*All things merchandise*

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## PARKING

- Two (2) 45' Tour Buses
- Two (2) 53' Tractor & Trailer Semi's
- Shore power for buses is preferred. TOUR carries 50' of cable. Shore power for trucks is not needed.
- Please provide an overhead map of parking locations for all four vehicles. As well as any special directions coming into the venue.

## LABOR PER ADVANCE

Depending upon the load in logistics, it may be necessary to adjust stagehand call for both the load in and the load out. Please note that these numbers are subject to revision at the time of advance by the Production Manager, Taylor Heineman [Production@dustinlynchmusic.com](mailto:Production@dustinlynchmusic.com)

### LOAD IN - TBD ON ADVANCE

- One (1) Union Steward/Crew chief
- Two (2) Fork w/driver (Confirm on advance)
- One (1) Electrician
- Four (4) Loaders
- Twelve (12) Hands
- One (1) Up rigger
- One (1) Down Rigger
- Two (2) All day runners

### SHOW CALL - TBD ON ADVANCE

- One (1) Steward
- One (1) Electrician
- Four (4) Hands
- Four (4) FOH Spot Operators
- One (1) House light operator

### LOAD OUT -TBD ON ADVANCE

- One (1) Union Steward/Crew chief
- Two (2) Fork w/driver (Confirm on advance)
- One (1) Electrician
- Four (4) Loaders
- Twelve (12) Hands
- One (1) Up rigger
- One (1) Down Rigger

PER ADVANCE

## POWER

Below are the minimum power requirements for the tour production. Each service should be dedicated to tour. Please inform production manager of anything that differs from below.

## AUDIO

- One (1) – 100A – Three Phase CAM disconnect. TOUR carries 150' of feeder and one set of tails. Any additional feeder must be provided by the venue. Please ensure that this disconnect is Stage Left.

## LIGHTING

- One (1) – 400A – Three Phase CAM disconnect. TOUR carries 150' of feeder and one set of tails. Any additional feeder must be provided by the venue. Touring LX feeder has reversed neutral and ground. If the venue chooses to not tie in the provided tails, cam turn arounds must be provided.

## VIDEO

- TOUR video will pull power from TOUR lighting distro.

## BARRICADE

- TOUR requires a mojo-style aluminum barricade be installed in front of the stage for all performances. Due to the use of cryo jets and other stage elements, mojo-style is preferred.
- Barricade should be placed no further than four (4) feet from the downstage edge. (The goal is safety, not separation)
- Bike rack and other improvised barriers ARE NOT acceptable for front of stage security.
- In some cases, barricade will be required at FOH. Please discuss on advance.
- Please have six (6) sections of bike rack available for backstage VIP area.

## MISCELLANEOUS

- Six (6) 10x10 pop-up tents with sandbags or anchors to cover FOH, MON, and SL/SR tech worlds.
- Two (2) – 20'x100' rolls of 6 mil visqueen

## AUDIO

### EXISTING EVENT PRODUCTION WILL BE IN PLACE

### PER ADVANCE

- Tour does NOT travel with PA.
- Tour travels with a complete audio control package (FOH/Monitor consoles, mics, cables, stands etc.)
- Please provide at minimum one local house technician with working knowledge of all audio systems for load in, soundcheck, performance and load out.

### Guidelines regarding house PA

- The provided PA must be capable of even coverage of every seat sold, including plenty of front fills, and out fills should the audience be outside the coverage of the main pa.
- The provided PA should have ample headroom and be capable of maintaining 110 DB(A) at FOH with no audible distortion or compression. (This is NOT an indication of show volume, this is solely to provide a clear mix with plenty of headroom)
- Subs should be deployed in such way that minimizes power alleys. The goal is even, and clear reproduction, versus how loud the subs are.
- Individual control of Left/Right/Sub/Fill is required. Preferably fed from FOH.
- Patching TOUR audio through another console is unacceptable in any case.
- All components of the provided PA must be from the same manufacturer.

### Preferred PA Manufacturers *(in order of preference)*

- D&B Audiotehnik (SL series is preferred)
- L'Acoustics
- JBL (A-Series only)

**Please discuss any anomalies with production manager on advance.**

### EXISTING EVENT PRODUCTION WILL BE IN PLACE

### PER ADVANCE

## Lighting/Video/Rigging

The following 2 pages outline what is needed and what will be carried in the lighting department.

- Tour travels with a complete lighting ground package (drawing at the end of this document.)
- These fixtures will be used for Dustin Lynch performance ONLY. No exceptions.
- Part of the lighting rig includes two vertically flown trusses (see rigging section)
- Tour travels with two GrandMA3 Lite consoles for control.

### Atmosphere

- Tour uses heavy haze as a part of the show. Should there be any restrictions please inform production manager on advance.

### SFX

- Tour travels with seven (7) cryo jets and hoses
- Tour requires seven (7) 50 LB Co2 tanks WITH siphon tubes ONSITE AT LOAD IN. Please confirm with production manager on advance.

### SPOTLIGHTS

TWO (2)

- Tour requires the use of ~~four (4)~~ manned spotlights.
- Each spotlight will need to have an operator.
- Com from FOH to each spot position should be in place at load in.
- Spotlights should be positioned at least 100' away from the stage and minimum of 12' above the performance area.
- Please confirm these details with production manager on advance.

### VIDEO

- Tour travels with a flown upstage LED wall. (See drawing, and rigging section)
- This wall will be flown on four upstage points with one-ton motors.
- The dimensions of the wall are 30'w x 15'h.
- Tour travels with a media server that lives at FOH and will feed all content to US LED wall.
- Tour will NOT send content to any house IMAG screens.

### Rigging

- At the end of this document is a rigging plot.
- Please direct any questions, comments, or concerns to production manager.

## Catering & Hospitality PER ADVANCE

### Backstage Room Assignments

- One (1) - Lockable production office, complete with the following:
  - HARDWIRED internet line
  - Four (4) - 6' tables
  - Six (6) - Soft chairs
  - Four (4) - Desk lamps and 2 floor lamps.
  - This room is for the exclusive use of the ARTIST's Tour Manager and Production Staff.
- Two (2) private, lockable dressing rooms as follows:
  - One (1) Dustin Lynch BAND Room WITH showers to accommodate 10 people.
  - One (1) Dustin Lynch CREW Room WITH showers to accommodate 14 people.
    - Dressing rooms must be available at time of artist arrival.
    - Dressing rooms must be clean, well-lit, have climate control, full length mirrors, showers, and AC outlets.
    - Dressing rooms must have adequate soft furniture (couches & chairs) for the number of people that the rooms will hold.
- One (1) catering room with seating for 24 people and banquet type tables with clean tablecloths.
- One (1) VIBE room to accommodate up to 12 people with two 6' tables and 4 floor lamps.

### Catering Requirements SEE ADDENDUM #9-PER ADVANCE

- Tour headcount is 24 unless advanced otherwise.
- \*Please note that we have 1 person with a dairy and egg intolerance\*
- Beverages available from load in until load out to include bottled water, sodas, juices, and coffee.
- Smoothie bar to include but not limited to - fresh fruits, yogurts, spinach, kale, almond milk, coconut water, etc.
- Breakfast, lunch, and dinner. Please send menus to Lindsay for approval.
- ~~After show Food — will be confirmed and ordered day of show.~~
- All times will be confirmed during advance.

ALCOHOL, BUS STOCK, AFTER SHOW FOOD NOT PROVIDED

ALCOHOL, BUS STOCK, AFTER SHOW FOOD NOT PROVIDED

Dressing Room Hospitality

PER ADVANCE

Vibe Room

~~All non-perishable items should be placed during load in~~ Perishables placed 30 minutes prior to doors.

- Two (2) - Cases bottled water, room temperature.
- One (1)- 12pk Coke cans
- Two (2)- 8pk Lime Bubly
- Two (2) - 8pk Cherry Bubly
- One (1) - 12pk Sugar Free flavored Monster Energy
- ~~• Two (2) - 24pk Busch Light Cans, leave in case.~~
- ~~• Two (2) - 12pk Happy Dad Seltzer variety pack, leave in case.~~
- ~~• Two (2) - 750ml Casamigos Reposado~~
- ~~• One (1) - 750ml George Dickel~~
- One (1) - Bag of Tortilla Chips
- One (1) - Medium fresh salsa
- One (1) - Mixed nuts or trail mix
- One Hundred 100 - Red Solo cups
- Four (4) - 20lb Bags of ice

Production Office PER ADVANCE

- Sixteen (16) - Black prewashed hand towels
- Forty (40) - prewashed bath towels
- One (1) - case bottled water
- ~~• One (1) - 24pk of Busch Light Cans, leave in case.~~

Bus 1

- One (1) - Case of bottled water
- ~~• One (1) - 12pk Smart water~~
- One (1) - 20lb bag of ice

Bus 2

- One (1) - Case of bottled water
- One (1) - 20lb bag of ice

**PER ADVANCE**

## Security

PURCHASER shall employ professional security to ensure the safety of the ARTIST's personnel, equipment, and personal property before, during and after the engagement.

In the event the house security consists of ushers, PURCHASER shall employ a separate professional security team for front of stage, mix position and backstage areas.

Professional security will be defined by ARTIST's security representative in the advance. Security will only be dismissed from all applicable locations by ARTIST's security representative.

PURCHASER shall ensure a security meeting with ARTIST's representative to be held approximately 90 minutes prior to the opening of doors will be attended by Head of Security and the PURCHASER's representative.

## Security Positions

- From load-in until buses have departed:
  - One (1) - person at all backstage entries.
  - One (1) - person in bus compound.
- From one hour prior to sound check until the buses have departed:
  - One (1) - person at each entry of the dressing room area.
- During ARTIST's performance:
  - Stage MUST be protected with barricade to cover full width of stage and thrust along with any access points to backstage.
  - Six persons for front of stage. All upstage ramps and/ or stairs shall be guarded as well. Exact location to be determined by ARTIST's security representative in security meeting.

## Passes

Artist's Tour Manager will supply all passes to include local working crew, production, and opening acts. No other passes will be accepted.

All members of Artist's entourage will display a laminated pass. Only persons wearing this laminated pass or otherwise approved by tour manager will be permitted on stage during Artist's performance. Persons abusing pass privileges are subject to ejection by touring personnel. A sample pass sheet will be distributed to security and will be discussed in detail at the security meeting.

Meet and Greet: **PER ADVANCE**

Two security personnel and one uniformed officer. All guests must be re screened with metal wand before coming backstage. This is typically 75 mins prior to ARTIST's show time and will be confirmed during the security meeting.

PURCHASER shall provide adequate security and barricade for FOH mix position and merchandising locations as per ARTIST's security representative.

Should ARTIST be performing consecutive nights at the venue, PURCHASER shall provide overnight security to be present on stage with ARTIST's equipment until relieved by ARTIST's representative each day.

ARTIST's security representative will determine number of floating security personnel required for show day.

ARTIST photographer will take all pictures and download instructions will be provided for each guest.

## Drawings

The following pages contain drawings of the tour set, rigging plot and suggested house lighting rig.

ENIGMA

SHOW\_CONTROL

DUSTIN LYNCH

Title

Dustin Lynch 2024

Revision

D

Revision Date

12/4/23

Drawn By

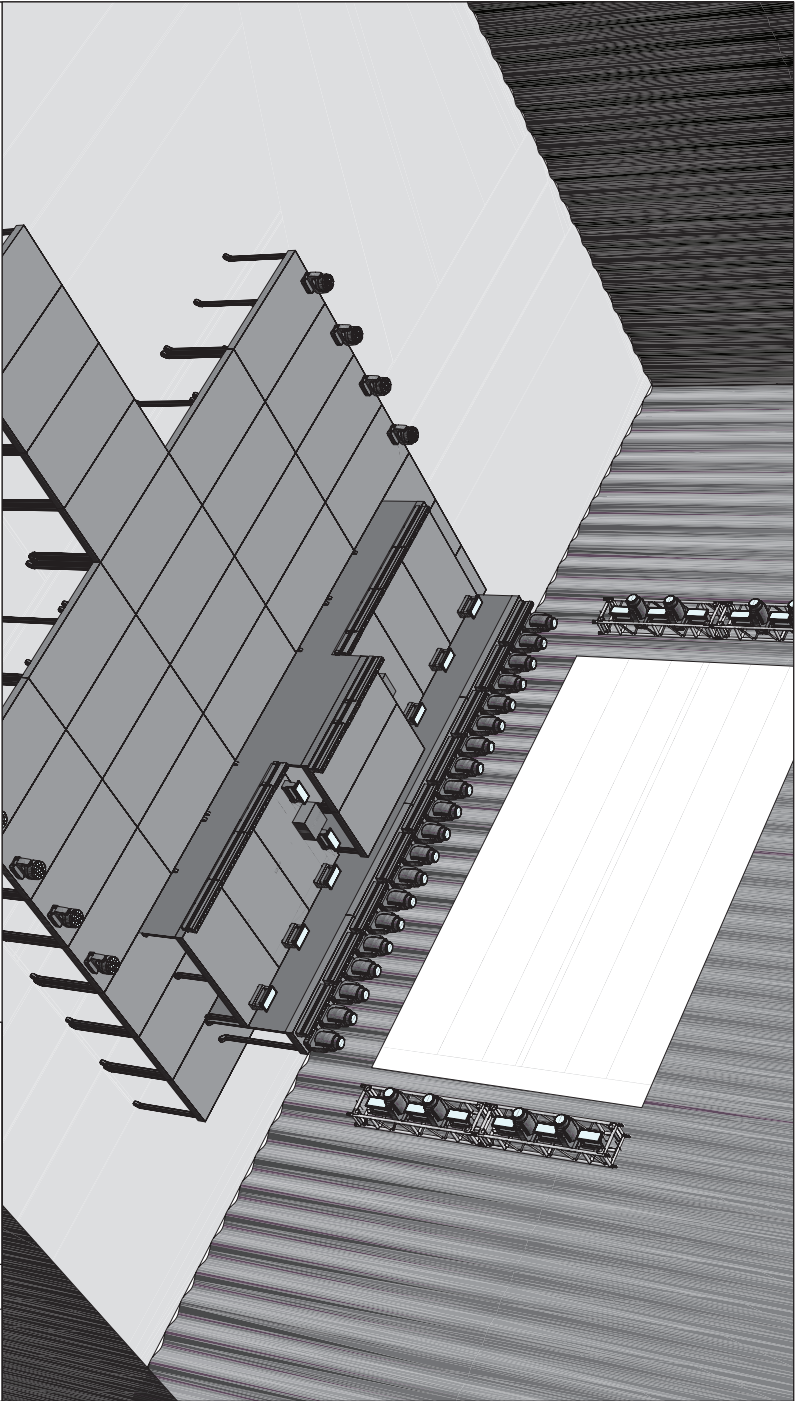
Opt A - Grey Front

Checked By

Joey Herring

CAD File Name

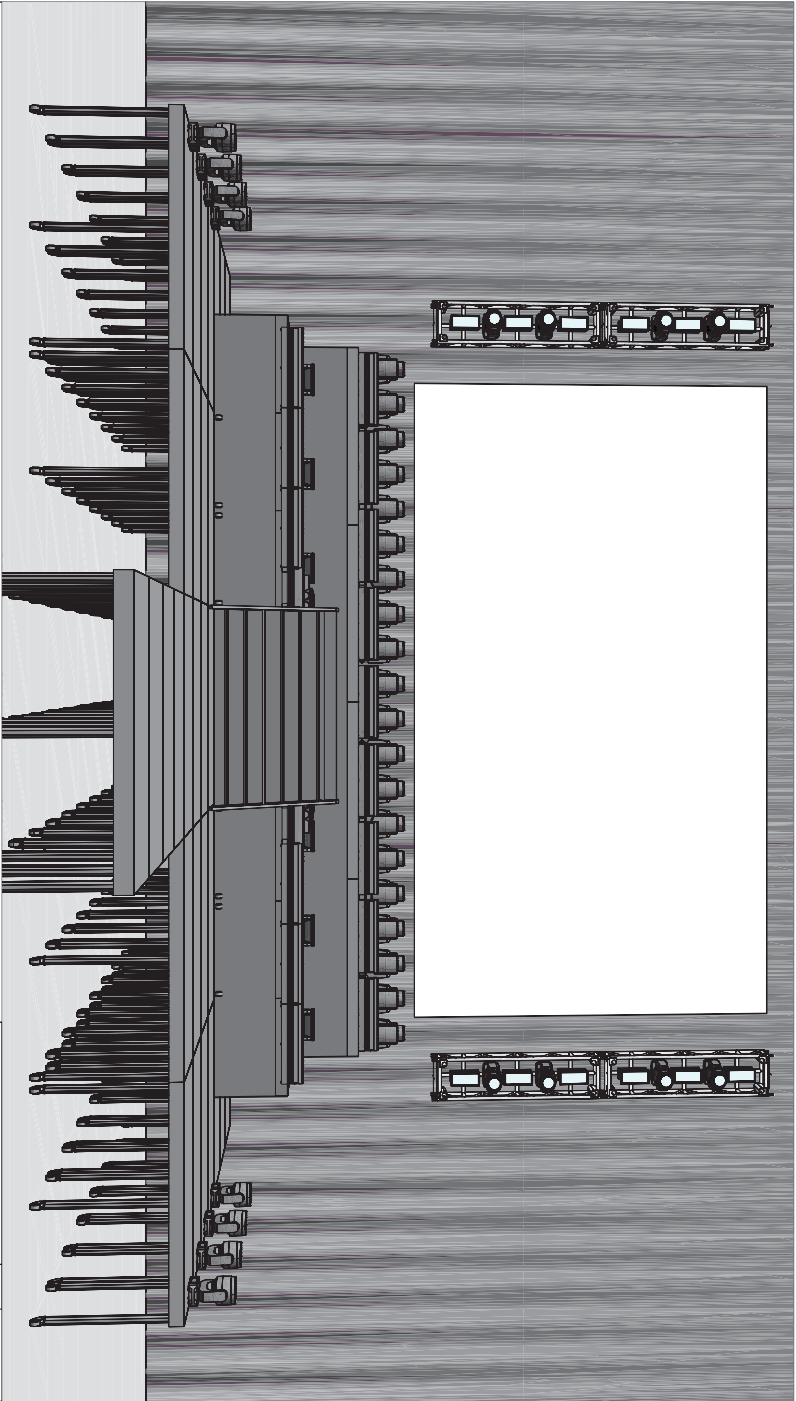
DL\_2024 v4.vwx



**ENIGMA**  
SHOW CONTROL

**DUSTIN LYNCH**

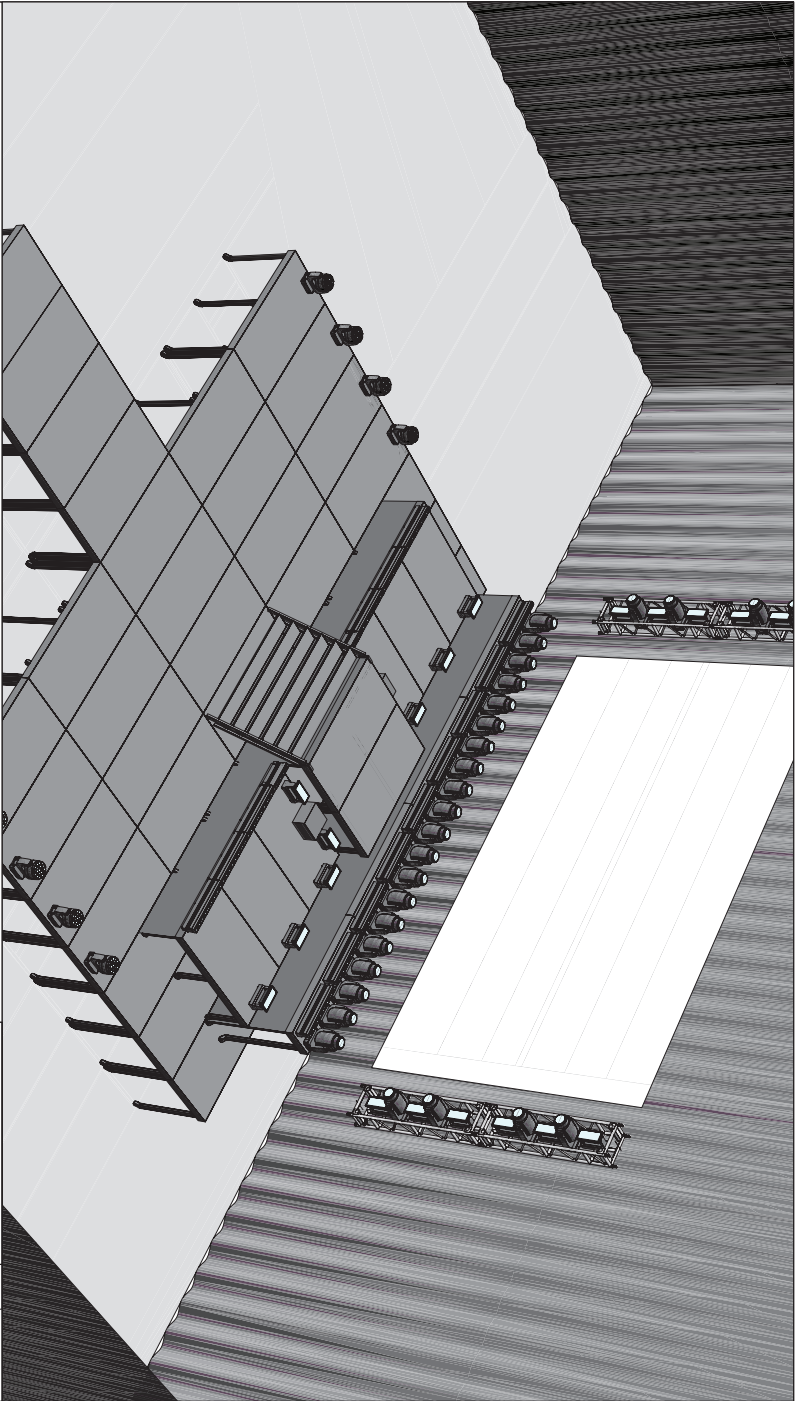
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Dustin Lynch 2024		D	
Drawing Name	OptA - Grey Right	Drawn By	Joey Herring
CAD File Name	DL 2024 v4.vwx	Date	12/4/23
		Revision Note	



**ENIGMA**  
SHOW CONTROL

**DUSTIN LYNCH**

Title		Revision	
Dustin Lynch 2024		<b>D</b>	
Drawing Name	Drawn By	Date	
Opt B - Grey Front	Joey Herring	12/4/23	
CAD File Name	Revision Note		
DL 2024 v4.vwx			



ENIGMA  
SHOW CONTROL

DUSTIN LYNCH

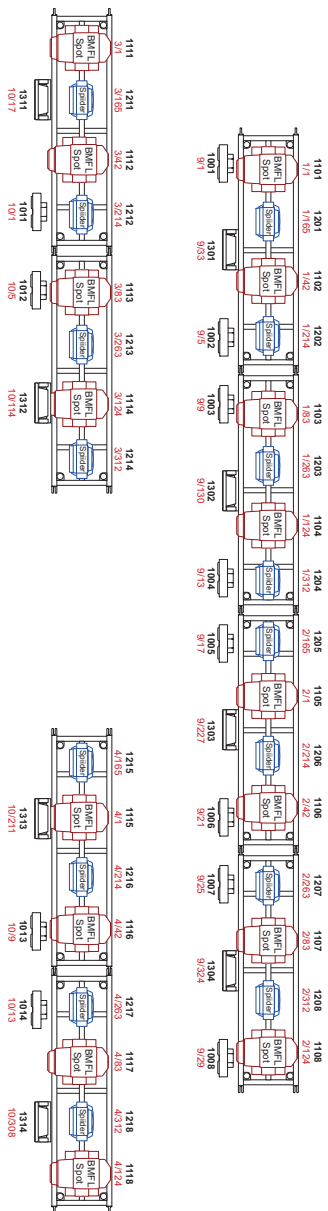
Title		Revision	
Dustin Lynch 2024		D	
Drawing Name	Opt B - Grey Right	Drawn By	Joey Herring
CAD File Name	DL 2024 v4.vwx	Revision Note	
		Date	12/4/23





# DUSTIN LYNCH

Title	Revision	Revision Date
<b>Dustin Lynch 2024</b>		
Drawing Name	Drawn By	Date
<b>Adv Plot - Trusses</b>	<b>Joey Herring</b>	<b>12/4/23</b>
CAD File Name	Revision Note	
<b>DL 2024 v4.vwx</b>		



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Foxfire, Inc.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. PO BOX 41504	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code NASHVILLE, TN 37204	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

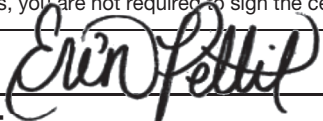
<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
4	5		-	2	4	6	0	9	4

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<b>Signature of U.S. person ►</b> 	<b>Date ►</b> 1/1/23
------------------	--	----------------------

## General Instructions

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## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

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	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
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<b>Social security number</b>									
			-				-		
<b>or</b>									
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4	5		-	2	4	6	0	9	4

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3. I am a U.S. citizen or other U.S. person (defined below); and
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<b>Sign Here</b>	<b>Signature of U.S. person</b> ► 	<b>Date</b> ► 1/1/24
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