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PURCHASER'S ADDENDUM IS ATTACHED & INCORPORATED HERETO

AWOLNATION

COMBO SWELL BEATS ENTERTAINMENT INC.

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT *as amended*

Agreement made 19 May 2026 between **COMBO SWELL BEATS ENTERTAINMENT INC.** (hereinafter referred to as "PRODUCER") furnishing the services of **AWOLNATION** (hereinafter referred to as "ARTIST") and **DOUGLAS COUNTY FAIR & RODEO/Zach Burns** (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:

Sat 25 Jul 2026

a. Number of Shows:

1

b. Show Schedule(s):

TBA: Doors

07:30 PM: Support - TBA: Artist Approved; (60 min.)

09:00 PM: Headliner: AWOLNATION; (75-90 min.); Confirmed, to close.

TBA: 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:

\$100,000.00 USD (One Hundred Thousand U.S. Dollars) flat GUARANTEE.

REIMBURSEMENT(S):

\$500.00 USD for Catering due: 25 Jul 2026 -- Hospitality & Catering

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

5. PRODUCTION AND CATERING:

EXISTING EVENT PRODUCTION WILL BE IN PLACE. SEE ADDENDUM #7

- 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.

-Purchaser to provide and pay for mutually agreeable backline, per advance.

- Purchaser to provide a \$500 catering and hospitality buyout. No food or beverages will be provided for off-site consumption. No alcohol will be provided. **NO BUS STOCK OR AFTER SHOW FOOD PROVIDED.**

Production Contact: Bill Hart
(303) 757-8400 (off.)
bhart@psiusa.com

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation:
- b) Accommodations:
- c) Air freight and excess baggage:
- d) Ground transportation: - Purchaser to provide and pay for local ground transportation, 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 THE FOLLOWING:

- Show advance and production questions should be coordinated with Eric Stenman (ericstenman@gmail.com).
- PURCHASER agrees to provide and pay for, at no cost to ARTIST, any and all rider requirements. **AS AMENDED**
- All marketing plans, final ad mats and press requests are to be submitted to John Adams (JPAD@WMEAgency.com). PURCHASER to only use ARTIST-supplied ad materials, photo, and logo in all advertising.
- There shall be no visible sponsor signage on, around or near the stage, nor there any sponsor signage inside the venue. No implied endorsements or “presents” of any kind. Any exceptions must be approved in advance in writing by Ron Opaleski (RO@WMEAgency.com) and/or Alex Bramwell (AXB@WMEAgency.com).
- There shall be no ARTIST meet & greets without prior written permission from Ron Opaleski and/or Alex Bramwell, or ARTIST management.

PURCHASER REQUESTS UP TO 30 MEET AND GREET AT ARTIST'S CONVENIENCE, PER ADVANCE.

- No audio or video recording, live broadcasts or webcasts without prior written permission from John Adams (JPAD@WMEAgency.com), Ron Opaleski (RO@WMEAgency.com), or Alex Bramwell (AXB@WMEAgency.com).
- There shall be no use of ARTIST's name, likeness, logo or otherwise on any merchandise without prior written approval from Ron Opaleski (RO@WMEAgency.com) or Alex Bramwell (AXB@WMEAgency.com).
- ARTIST shall receive most favored nations terms on all merchandise sales.
- PURCHASER to provide ARTIST with a mutually agreed number of complimentary tickets. **ARTIST COMPS: 20**
- ~~PURCHASER shall pay PRODUCER in full for any cancellations due to force majeure.~~ **SEE ADDENDUM #2 AND #10**
- It is understood and agreed there will be no charge-backs to ARTIST under any circumstances. **→**
- There are to be no promoter or venue early entry / skip the line programs. **TBD**
- There are to be to no dB limit or lighting restrictions whatsoever. **see addendum #5**
- ~~PURCHASER will provide hardcopy documentation for each submitted line item expense. Any line item expense for which there is no corroborative – vendor-originated – documentation will NOT be accepted as a show or ARTIST cost. Net advertising only. No gross advertising will be accepted. No miscellaneous or cleanup charges will be accepted.~~ **N/A**
- ~~If this is an outdoor show, the risk of weather cancellation shall be borne by PURCHASER. As such, PURCHASER shall pay PRODUCER in full for any cancellation due to weather, whether or not such is predictable, unpredictable, and/or weather related Acts of God.~~ **see addendum #11**

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.

~~- Any language that may have been contained in your offer, which is not included in this agreement, shall not be considered part of the contract.~~

- ALL BANK WIRES SHOULD BE DIRECTED TO THE FOLLOWING ADDRESS:

WME Entertainment, LLC

City National Bank

400 N. Roxbury Dr.

Beverly Hills, CA 90210

ABA: 122016066

Account #: 113147172

- 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 WME fully negotiated Additional Terms and Conditions Letter I and the negotiated contract Addendum #15.

- All support acts and show line-up (and any changes to the foregoing) are subject to Artist's prior approval. Purchaser must submit list of potential support acts for management approval prior to confirming any Artist as support. → DIRECT

- 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.

- All meet & greet and media requests, including, but not limited to interviews, broadcasting, on-site interviews, video recordings, social media, and digital requests are not implicitly agreed to and are subject to Artist availability and management approval.

8. ARTIST RIDER: PER ADVANCE

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: AWOLNATION / Jul 25, 2026
WME booking code: PANA 207324

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

~~e. 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.~~

~~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.
Sat 25 Jul 9:00 PM	560	Reserved	\$75.00	0	0	560								\$75.00	\$42,000.00
	1,700	GA Seated	\$65.00	0	0	1,700								\$65.00	\$110,500.00
	4,000	(other)	\$65.00	0	0	4,000								\$65.00	\$260,000.00
	6,260			0	0	6,260									\$412,500.00

SCALING NOTES:

- Outdoor Show / Covered Stage / Rain or Shine
- Fair Admission: \$6.27 TBC
- ARTIST Comps: 20

SCALING BREAKDOWN:

- Reserved Grandstand Seating: 560 at \$75
- GA Grandstand Seating: 1700 at \$65
- Floor Standing: 4000 at \$65

ADJUSTED GROSS POTENTIAL:	\$412,500.00
TAX:	
NET POTENTIAL:	\$412,500.00

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Catering	\$500.00				Hospitality & Catering
Expense Totals:	\$500.00				

~~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
Zach Burns
500 Fairgrounds Drive
Castle Rock, CO 80104
USA

Care of: Mark Gramm
Romeo Entertainment Group

By:

COMBO SWELL BEATS ENTERTAINMENT INC.

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

- RADIUS: SEE ADDENDUM #4-Artist / Producer shall not perform publicly, make an advertised appearance/host, and/or advertise any performance within a radius of 150 miles from the Venue Address listed above for a period beginning from the time of confirmation/acceptance of Purchaser's offer, and running 45 days following the Show Date and shall not announce, leak, or advertise any performance or public appearance within a radius of 150 miles from the Venue Address listed above until the Event is sold out or the Show Date has passed, unless Producer obtains Purchaser's express written consent. Such consent shall not be unreasonably withheld. Violation of this provision shall be deemed a material breach.
- 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 agrees to assist in promotions and marketing for event as their schedule allows. Venue requests Artist interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways. Artist shall do 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 shall provide a 15-30 second announcement video liner.
- Event will NOT pay for publicity materials
- Event does NOT list artist or their parties as additional insured
- 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.
- INSURANCE: SEE ADDENDUM #8
- 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.
- 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 a cleaning fee of up to \$500 if they smoke in, trash, or otherwise cause damage to any provided artist trailer, if one is provided, or any dressing rooms or green rooms at the venue.

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (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 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.~~

B. TICKETS

- (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.~~
- ~~(3) If ticket price sealing 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 sealing set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price sealing in effect for the Engagement.~~
- ~~(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.~~
- ~~(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, sealing, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/sealing/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.~~
- ~~(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.

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.

MATERIAL

(1) In the event PURCHASER refuses or neglects to provide any of the ~~items~~ ^{terms} 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).~~ ^{One} 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 ^{fifteen (15)} ~~thirty (30)~~ days prior written notice thereof is furnished to PRODUCER/ARTIST. ^{a copy.} ~~Not less than ten (10) days~~ prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with 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. ~~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~~

(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.

(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.

(7) ~~PURCHASER~~ ^{Neither Party} 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: COMBO SWELL BEATS ENTERTAINMENT INC.

Buyer: Douglas County Fair & Rodeo

Performance Date: Saturday, July 25, 2026

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 **45 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.

ACCEPTED AND AGREED:

PRODUCER

ACCEPTED AND AGREED:



BUYER

AN

AWOLNATION TOUR RIDER 2022

**Last edit Ben Wilcox – 9/5/2022*

FOR CONTRACTING PURPOSES ONLY

Tour Contact Info

Artist Management:

RM64 MANAGEMENT

SCOTT SHELDON

ssheldon@rm64.com

Tour Manager:

WILLIAM JARVIS

williamjarvistm@gmail.com

C: +1.812.223.9267

Production Manager:

BEN WILCOX

benwilco@gmail.com

C: +1.785.312.4002

Sound Requirements

EXISTING EVENT PRODUCTION WILL BE IN PLACE. SEE ADDENDUM #7

Front of house

Mixing Console, minimum 40 mono inputs, high pass filter, phase reverse, with 4 bands of parametric eq and 8 auxsends, 8 VCA, and 8 Sub groups

Preferred consoles; Avid S6L, Profile, or SC48. Any console other than these must be advanced and approved by AWOLNATION PM.

System must be at stereo 4 way with enough power to run at 105 db, A weight, undistorted, at mix position, for the duration of the show. Center and in fills must be provided if the venue does not have adequate coverage in these areas.

Preferred Boxes - D&B, L'Acoustic, or JBL

Amplification must be professional touring quality equipment ie; Crown Macro-Tech series, Lab Gruppen FP series, QSC power-light series, Camco, Crest 10001, 9001, 8001 etc.

AWOLNATION engineer must have access to all stages of the sound system including crossovers, limiters and amplifiers.

FOH Processing – (if not digital)

- 8 channels of noise gates, Drawmer DS 201, DS 404, BSS DPR 504
- 12 channels of compression, Drawmer DL 241, DBX 160, BSS DPR 402
- 3 Reverb units, TC electronics M2000, M3000, SPX 990
- 2 Digital delay, TC electronics D-2, 2290 **Must have at least one D-2**

Monitors (Console)

Minimum 40 mono inputs, high pass filter, phase reverse, with 4 bands of parametric eq and 16 aux sends/outputs.

Preferred console is Avid. Can provide file for engineer.

Monitors (Wedges)

Minimum of 6 bi-amped wedges and 3-way, stereo, side-fills. See stage plot for mix positions.

Monitors (IEM)

8 Stereo mixes of Shure or Sennheiser professional units.

Microphones & Stands

Artist will supply all microphones/DI. Purchaser must provide stands, cables, and stage boxes.

Lighting Requirements

EXISTING EVENT PRODUCTION WILL BE IN PLACE. SEE ADDENDUM #7

Purchaser is required to supply adequate lighting to tastefully fill the entire performance area.

This is to include moving fixtures, both wash and point options in good working condition.

Purchaser to provide adequate strobe lights and a crowd wash.

Purchaser to provide professional grade hazer/hazers to adequately cover performance area.

Backdrop

AWOLNATION will be travelling with a backdrop and a reveal (per advance) to be hung from a designated truss/bar, safely able to bear multiple backdrops.

Fire Certifications available upon request.

Stage Requirements

Stage

The stage must be sturdy and safe with enough room for the entire band, including all backline. There must be enough room for support backline to be set up in front of AWOLNATION.

Barricade

There must also be a strong, sturdy MOJO style barricade in front of the stage.

Risers

We will require one (1) drum riser measuring 8 ft x 8 ft x 2 ft and one (1) keyboard riser measuring 4ft x 8ft x 1ft. If this is a festival, we will also require two skids measuring minimum 2'x6'.

Power Requirements

EXISTING EVENT PRODUCTION WILL BE IN PLACE. SEE ADDENDUM #7

Lighting – 400A 3phase with camlock disconnect within 50 ft of stage
Audio – 100A 3phase with camlock disconnect within 50 ft of stage

If generator is required, this will be at sole cost of the purchaser.

Power drops are marked on stage plot as well. We need:

- one 4-way 120v drop up stage left, directly adjacent to drum riser.
- one 4-way 120v drop up stage right, directly adjacent to drum riser.
- one 4--way 120v drop up stage center (behind drum riser)
- one 4-way 120v drop at stage left guitar world.
- one 4-way 120v drop at stage right guitar world.

Labor/Show Call

- 1 (One) Venue Representative
- 1 (One) Promoter Representative
- 1 (One) Runner with clean 15 passenger van
- 4 (Four) designated Loaders
- 8 (Eight) pushers/stagehands
- 1 (One) Electrician
- 1 (One) FoH Audio Engineer
- 1 (One) Monitor Engineer
- 1 (One) Lighting tech/operator

LOAD IN/VENUE ACCESS:

Venue Access to be 9 (Nine) hours before contracted doors

Load In/Labor call to be 8 (Eight) hours before contracted doors

Dressing room Curfew to be no sooner than 1 (One) hour after end of load out for crew showers.

NON-SMOKING VENUE

Artist cannot perform in a venue that allows smoking, if the venue allows smoking, please be prepared to make it nonsmoking and enforce the no smoking.

Parking

AWOLNATION requires the following parking:

- 1 (One) 45ft Bus
- 1 (One) 45ft Bus w/ trailer
- 1 (One) 53ft trailer w/ cab

We will require the closest parking to the load in door at NO CHARGE to the band. We plan to arrive overnight, please have parking reserved starting at 5am. And for the sake of bus calls, please inform PM of the earliest time our bus can arrive and latest it can leave.

Merchandise

SEE ADDENDUM #3

AWOLNATION will be travelling with their own merchandiser. We require a 10' x 10', well lit area backed up against a wall for security. At minimum, two power outlets must be easily accessible. Venue must provide strong Wi-Fi signal for Credit Card transactions. Two (2) 8 ft tables required from venue.

AWOLNATION - "HERE COME THE RUNTS" INPUT LIST 2018

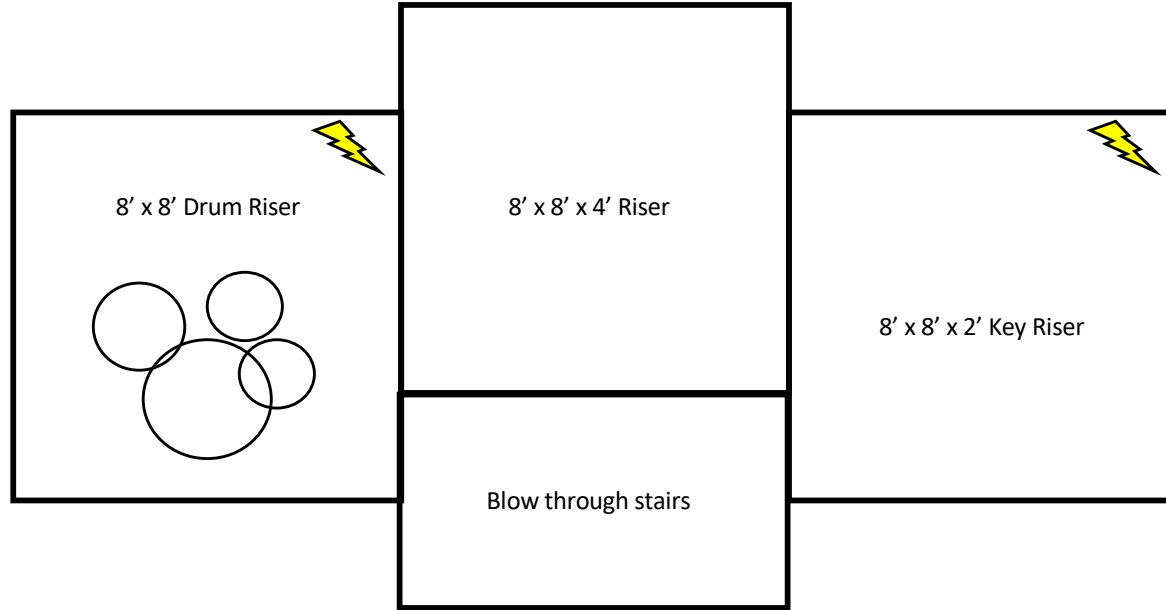
INPUT	CHANNEL NAME	48	SUB SNAKE CHAN	STAGE POSITION	MIC SELECTION	MIC STAND
1	KICK IN	Y	1	DRUM RISER	SM91	
2	KICK OUT	Y	2	DRUM RISER	M82	DRUM CLAW
3	SNARE TOP	N	3	DRUM RISER	M80	DRUM CLAW
4	SNARE BOTTOM	N	4	DRUM RISER	BETA98	DRUM CLAW
5	SIDE SNARE	N	5	DRUM RISER	PR30	DRUM CLAW
6	HATS	Y	6	DRUM RISER	KM184	DRUM CLAW
7	RACK	N	7	DRUM RISER	M81	
8	FLOOR 1	N	8	DRUM RISER	M81	
9	FLOOR 2	N	9	DRUM RISER	M81	
10	RIDE	Y	10	DRUM RISER	BETA98	
11	OVSR	Y	11	DRUM RISER	C414	TALL BOOM
12	OVSL	Y	12	DRUM RISER	C414	TALL BOOM
13	CLICK	N	1	DRUM RISER	JDI	
14	PERC 1	Y	2	DRUM RISER	SENN 914	DRUM CLAW
15	PERC 2	N	3	DRUM RISER	SM57	DRUM CLAW
16	Bass Di	Y	4	DRUM RISER	J48	
17	Bass Mic	N	5	DRUM RISER	Senn421	Z-Bar
18	GTR Dry 1	y	1	USR	JDX	
19	GTR Dry 2	N	2	USR	PR30	Z-Bar
20	GTR WET 1	Y	3	USR	JDX	
21	GTR WET 2	N	4	USR	PR30	Z-Bar
22	GTR BACK UP	N	5	USR	XLR FROM KEMP	
23	NORD LEFT	N	1	DSL	JDI	
24	NORD RIGHT	N	2	DSL	JDI	
25	PROFIT LEFT	N	3	DSL	JDI	
26	PROFIT RIGHT	N	4	DSL	JDI	
27	WURLITZER	N	5	DSL	JDI	
28	ZACK VOX	N	6	USR	M80	TALL BOOM
29	MIKE VOX	N	6	DRUM RISER	M80	TALL BOOM
30	ISSAC VOX	N	7	DRUM RISER	M80	TALL BOOM
31	AARON WL 1	N		MONITOR	M80	TALL BOOM
32	AARON WL 2	N		MONITOR	M80	
33	AARON HW BU	N	6	DSL	M80	
34	Drum TB					
35	Gtr World TB					
36	Stage TB					
37						
38						
39						
40						




AUDIO/BACKLINE
STAGE PLOT
2022



SR Guitar
World



 = Quad Box



SL
Monitor
World

Side Fill

Side Fill

Dressing Room & Hospitality Rider

PER ADVANCE

This information is intended as a template for catering and hospitality for AWOLNATION show.

AWOLNATION is travelling with a party of 20

\$500 CATERING & HOSPITALITY
BUY-OUT PROVIDED.

~~THREE (3) meals should be provided as scheduled below and as follows. This should include at least ONE (1) Vegan and/or ONE (1) Vegetarian option. All menus should be advanced with Production Assistant.~~

~~*These numbers do not consider any local staff or Support band~~

~~*Food Allergies: Shell fish.~~

All Day Drinks:

- ~~• - Room temperature water~~
- ~~• - Espresso machine~~
- ~~• - Whole/Skim/Coconut/Almond milks (All plain unsweetened)~~
- ~~• - Selection of Herbal teas~~
- ~~• - Soda's~~

~~Breakfast for 12 people~~

~~Hot breakfast with Smoothie station~~

- ~~- Cereal bar~~
- ~~- Hot Oatmeal~~
- ~~- Eggs, bacon/ham/sausage~~
- ~~- Bagels station~~

~~Lunch for 18 people (unless otherwise advance) 12:00 PM - 3:00 PM~~

- ~~- Make your own sandwich station (bread, cheeses, meats, tuna, veggie pate etc)~~
- ~~- Vegan soup~~
- ~~- Salad bar (please include plant based protein ie: Chickpeas, nuts and seeds, hemp hearts etc. Crudités and hummus.~~
- ~~- Sandwich press~~

~~Dinner Catered for 20 people~~

~~Set up and ready by 4:00PM - 8:00 PM~~

- ~~- Make your own salad bar~~
 - ~~- Vegan soup~~
 - ~~- 2 Main entrées (with one fish option) with potatoes, rice or Quinoa, fresh vegetables, etc.~~
 - ~~- 1 Main entrée Vegan dish to include plant based protein Tofu/Tempeh/Bean protein~~
 - ~~(*Note that Mac & Cheese/Pasta and tomato sauce is NOT a suitable vegetarian or vegan option).~~
- ~~Dessert selection~~

~~*Vegetarian menu ideas:~~

~~Soyrizo/Tofu/Black Bean Veggie Burritos & Tacos with Plantains and Brown Rice, Asian Mock "Chicken" Stirfry, BBQ Tofu & BBQ Gardein "Chicken" Wings, Chargrilled Gardein Burgers & Sliders, Tempeh "Chicken" Parmesan, Spaghetti & Seitan Meatballs, Vegetarian Tofu Pho Soup, Make your own Buddha Bowl (grilled marinated Tempeh/Tofu, legumes, broccoli, quinoa or rice, Sweet Potato, Japanese dressing/tahini dressing)... etc~~

~~- After show food for 20 people.~~

~~We would like to invite you to get creative and offer different options of full meal menus; local foods, local specialties, or something you know of in the area that you recommend highly and that can be brought to the venue or picked up by the runner. Some of us LOVE vegan/vegetarian style restaurants, the hipper the better, even if they close a bit earlier.~~

ALCOHOL, BUS STOCK, AFTER SHOW FOOD NOT PROVIDED

~~- Bus Stock: we will be sending a bus stock list daily.~~

DRESSING ROOMS:

ALCOHOL, BUS STOCK, AFTER SHOW FOOD NOT PROVIDED

PER ADVANCE

AWOLNATION DRESSING ROOM (Setup by 1:00 PM)

- ~~• 1x 750ml Bottle of Grey Goose Vodka~~
 - ~~• 1x 750ml Bottle of Patron Silver (no substitute)~~
 - ~~• 1x Bottle of good quality Tuscan red wine~~
 - ~~• 6pack of IPA~~
 - ~~• 6 pack of Modelo or Pacifico beer~~
 - ~~• 6x Cold Pressed All Natural Juices (Raw & Organic, like Suja Brand, Whole Foods)~~
 - ~~• 4 bottles of Kombucha~~
 - ~~• 4 cans of Yerba Matte *Guayaki Brand~~
 - ~~• 4x 1L bottles of San Pellegrino~~
 - ~~• 8x limes~~
 - ~~• Bowl of clean drinking ice (replenished throughout the day)~~
 - ~~• Knife and cutting board~~
 - ~~• Wine bottle opener~~
 - - 24 bottles of spring water (room temperature)
- Furniture & Facilities: Capacity (8 people)
- - 6 foot table for hospitality with 4 chairs
 - - 2 couches
 - - Lamps (the more the better) (minimum 2)
 - - Private shower
 - - Private toilette
 - - Full length mirror
 - - Cloth rail & hanger

AWOLNATION PRODUCTION OFFICE (setup for Venue Access):

- - 24x bottle of water (room temperature)
- - 25x Bath towels
- - 20x stage towels (black)
- - 3x trash bins, 3 x small recycling bins
- ~~• - 1x 12 Pack Miller High Life (Bottles Only)~~
- ~~• - 1x 6 Pack Perrier Sparkling Water~~
- ~~• - Mixed nuts~~

PER ADVANCE

Furniture:

Capacity (4 people)

- - 3x 6 foot tables with 3 office chairs
- - 3x Lamps
- - Power outlets
- - Internet portal

CREW ROOM:

PER ADVANCE

Furniture & Facilities Capacity (8 people)

- - 1x 6 foot table with 4 chairs
- - 1x couch
- - Private shower and toilet

AWOLNATION

Venue Security Rider

PER ADVANCE

The following security rider will go over all aspects of security and safety not only for the band, but also for the fans and everyone involved in the show. It will also go over staffing requirements and pass/credential policies and will apply to everyone in the venue on day-of-show. Please review it carefully upon receipt.

The typical demographic of the band's audience is: age range from 16-40, female to male ratio is approximately 50%-50%. They are an energetic, but not out of control crowd. *There will be crowd surfing; it is encouraged by the band at some point during the set but note that this is not at all a hardcore/ metal show, not a violent crowd. We do NOT want to evict anyone for crowd surfing. Catch & Release!

It is very important that everyone involved in our show receive a copy of this security rider. The promoter will ensure proper security and safety of the band and it's touring crew, guests, fans attending the show and everyone working.

Any decisions regarding security and safety for our show must be discussed in advance with Dan McKay. If at any time, anyone has any questions or concerns regarding security and safety for our upcoming show, please do not hesitate to contact me.

Communication is key.

GENERAL SECURITY INFORMATION:

We will require enclosed and secure parking for the truck, buses, and vehicles in the backstage loading area. If an enclosed area is not available, we will need a proper number of security personnel to secure the vehicles from pedestrians and unauthorized personnel. The bands private vehicles will have priority for the closest and most secure parking.

We expect all security staff to be always professional and handle any situation in a calm and cool manner. "Polite, But Firm". Security personnel should never ask the band for pictures, autographs, or memorabilia at any time. All security personnel should look the part and wear the proper uniform clearly displaying they are "Security" or "Event Staff". They should remain alert, constantly watching their surroundings for unauthorized personnel and checking ALL passes. They should greet everyone and smile. At no time should anyone be talking or texting on their phones. Security personnel working in the immediate show area should refrain from watching the show or taking pictures. They should be always watching/scanning the crowd, watching for crowd surfers, fights or incidents and medical emergencies.

WE DO NOT TOLERATE SECURITY BEING ROUGH AND/OR HEAVY-HANDED WITH THE GUESTS AT ANY TIME.

Only those that have proper credentials should be in the backstage areas. Pass/credential boards will be distributed and explained in detail on day-of-show.

AWOLNATION require a security meeting/briefing approximately 1 to 1 1/2 hours prior to doors to go over all aspects of our performance and finalize our security plan for the evening. The following personnel will need to attend the meeting:

- Venue Manager
- Head of security
- Venue marketing person (to handle photographers) • Backstage security supervisor
- Barricade security supervisor
- Local promoter representative

Opening of doors should not be called until agreed upon by Tour Manager, Local Promoter and the Venue Manager together.

I would also need to make sure we have a medical team stationed close or, behind the barricade in case someone does get injured.

AWOLNATION do not use pyrotechnics during their performance. Strobe lights and hazers will be used. Please include signage at public entrances mentioning that there will be strobe lighting used for our performance.

Patrons' entry to the venue /Prohibited items for our show:

Please ensure that a thorough security search be done with all patrons entering the venue:

- Pat downs
- Bag checks
- Metal detectors

This ensures not only to facilitate finding prohibited items but also forces your entry security staff to see EVERY single patron that comes in and pick out anything that they would find behaviorally out of the ordinary. Practice Situational Awareness!

Please include these on your entrance signs to prevent them from entering the venue:

Items NOT allowed into the venue for the AWOLNATION show:

- NO weapons (guns, knives, explosives, fireworks, wallet chains, etc.)
- NO laser pens, glow sticks or flashlights
- NO food or beverages, cans, or glass containers of any kind
- NO professional camera equipment/lenses or audio recording devices
- NO chairs
- NO backpacks or large bags

Please be sure there are plenty of signs and they are clearly stated on what is NOT permitted into the venue. If you have any questions or concerns, please let me know.

SECURITY STAFFING POSITIONS:

*The following is required for our show.

- Trucks & Bus compound gate (begin at Venue Access Time)
- Band Dressing Room Hallway (2 at load-in at each end of the hallway at doors) or at Band Dressing Room Door.
- Backstage/load-in entrance door (begin at venue access)
- Barricade x 4-8 (at main call)
- SL&SR Pass Gates x2 (at main call)
- FOH/Mix Position x 1 (at main call)
- All backstage access points in your venue (at main call)
- Catering Door (from lunch until the end of dinner)
- All other positions in your venue must be covered to your specifications as

SOUNDCHECK:

- AWOLNATION will perform a soundcheck. This soundcheck will be closed to all non- working personnel. Active working personnel only, no standing around and filming, or taking pictures of the band sound checking.

Camera Policy: SEE ADDENDUM #15

- The camera policy for our show is standard and pretty much the same as any venue policy. Basic point-and-shoot cameras, digital, throw-away, etc. are permitted. NO professional or removable lenses will be allowed unless they have a tour issued photo pass.
- NO PROFESSIONAL CAMERA EQUIPMENT OR AUDIO RECORDING DEVICES WILL BE PERMITTED AT ANYTIME WITHOUT TOUR ISSUED PASS!!!
- We understand with today's technology that everything has video capabilities, we just ask that security and ushers be proactive if they see anyone video-taping our performance with anything but their smart phones, that you please ask them to stop taping and put them away. If you do catch anyone with a legitimate professional video camera, please let me know immediately and we will be sure the footage is erased, and they will either have to check it in at guest services or return it to their car. NO EXCEPTIONS!!!

- Local photographers and news outlets will be allowed to shoot the first three songs from the pit with NO FLASH. They will be escorted to and from this area. They must have a tour-issued pass

EVENT STOP PROCEDURE:

- In the event that the performance must be stopped, only the following personnel may stop the show at any time:

- Will Jarvis –Tour Manager
- Ben Wilcox –Production Manager (At FOH Position during the show)

Only any one of these names may stop the show at any given time. If any of us feel there is any kind of threat or reason the show must be stopped, we will communicate amongst each other and decide what to do. Then you will be briefed on the situation and what we plan to do from there. If for some reason you or any of your managers feel there is a reason to stop the performance, please let me know immediately and I will go to our Stage Manager to let the band know to stop if we feel the reason is legit.

CONCESSIONS:

For everyone's safety, we would prefer ALL beverages poured into plastic cups for our show. If for some reason you are unable to do that, we would ask that all containers be plastic and have you remove the caps.

