



Consideration of Lea County Resolution No. 23-MAY-132R Approving a Recommendation from the Lea County Fair and Rodeo Board Approving Entertainment Artists' and Fees for the 2023 Lea County Fair and PRCA Rodeo and Hispanic Heritage Celebration

- ★ **8/4/2023** **LOS INVASORES DE NUEVO LEON
LOS RIELEROS DEL NORTE**
- ★ **8/8/2023** **WADE BOWEN**
- ★ **8/9/2023** **FOR KING + COUNTRY**
- ★ **8/10/2023** **THE FRONTMEN**
- ★ **8/11/2023** **TRACY LAWRENCE**
- ★ **8/12/2023** **ALABAMA**

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 23-MAY-132R

A RESOLUTION APPROVING A RECOMMENDATION FROM THE LEA COUNTY FAIR AND RODEO BOARD APPROVING ENTERTAINMENT ARTISTS' AND FEES FOR THE 2023 LEA COUNTY FAIR AND PRCA RODEO AND HISPANIC HERITAGE CELEBRATION

WHEREAS, the Board of Commissioners of Lea County, as governing body of Lea County, owns and operates the Lea County Fairgrounds; *and*

WHEREAS, the Board of Commissioners of Lea County has entrusted the Lea County Fair Board to advise the Commission on the operation of the annual Lea County Fair and Rodeo; *and*

WHEREAS, on September 20, 2022, February 7, and March 21, 2023, the Lea County Fair Board approved list of potential artists to direct contracted booking agent to negotiate contracting for 2023 Lea County Fair and Rodeo Concert Series and Hispanic Heritage Celebration; *and*

WHEREAS, negotiations have been successfully confirmed with the following artists and respective fees with total cost of \$907,500.00:

August 4	Los Invasores De Nuevo Leon/Los Rieleros Del Norte
August 8	Wade Bowen
August 9	For King + Country
August 10	The Frontmen
August 11	Tracy Lawrence
August 12	Alabama

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the above selected artists/fees for the 2023 Lea County Fair and Rodeo Concert Series and Hispanic Heritage Celebration are hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 25th day of May, 2023, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Dean Jackson (District 1), Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Vice Chair
Voted: Yes No Abstain

LCBCC Regular Meeting 05-25-2023
Resolution No. 23-MAY-132R - A Resolution Approving a Recommendation from the Lea County Fair and Rodeo Board Approving Entertainment Artists' and Fees for the 2023 Lea County Fair and PRCA Rodeo and Hispanic Heritage Celebration
Page 1 of 2

Sena (District 4), Member
es No Abstain

**D AS TO FORM AND LEGAL
ICY:**

skidwell, County Attorney

Rodeo Board Approving Entertainment Artists' and



LEA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 25, 2023

Submit this summary form & all attachments to agenda@leacounty.net by:

Monday, May 15, 2023

County Manager Approval required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 05/19/2023	SUBMITTED BY Name, Title, Dept: Jim Kemp - General Manager/Lea County Fairgrounds
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SUBJECT: Approval of entertainment artists/fees for performances during the 2023 Lea County Fair and Rodeo	ATTACHMENT(S): 1. Resolution 2. Fair Board Minutes 3. Contracts (2)
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NO. OF ORIGINALS FOR SIGNATURE: 3	ACTION REQUESTED: Action Item
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BUDGET LINE ITEM NUMBER: 462-57-7614	FISCAL BUDGET YEAR: FY 2022-2023 FY 2023-2024
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STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
Section 3.4 Quality of Life
4. Exposure to entertainment/#of entertainment options at County facilities

SUMMARY:
During Lea County Fair Board meetings of September 20, 2022, February 7 and March 21, 2023, the following artists were among the recommended list of entertainers for the County's procured booking agent to negotiate contracting for the 2023 Lea County Fair and Rodeo. Negotiations have been successful and confirmations have been secured. Two (2) contracts have been received, upon approval by Lea County Commissioners, the following artists will perform on nights designated below during the 2023 Lea County Fair and Rodeo:

Friday, August 4	Los Invasores De Nuevo Leon	\$120,000.00
	Los Rieleros Del Norte	
Tuesday, August 8	Wade Bowen	\$ 27,500.00
Wednesday, August 9	For King + Country	\$125,000.00
Thursday, August 10	The Frontmen	\$ 35,000.00
Friday, August 11	Tracy Lawrence	\$ 50,000.00
Saturday, August 12	Alabama	\$550,000.00

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked: how many:</small>	See Additional Summary Attached <input type="checkbox"/>
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SUBMITTER'S RECOMMENDATION(S): It is the recommendation of the Lea County Fair Board Chairman that this resolution be approved.	Submitter's Signature Department Director, Etc. Digitally signed by Jim Kemp Date: 2023.05.19 08:45:30 -0500
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FINANCE REVIEW Fiscal Impact/Cost:	Reviewed by Finance Director
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LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
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COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda
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Item No. 0201 **RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN**

Approved: _____	Denied: _____	Other: _____
Resolution No. <u>23-May-13</u>	Policy No. _____	Ordinance No. _____
Continued To: _____	Referred To: _____	Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 23-MAY-132R

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LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Dean Jackson (District 1), Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Vice Chair
Voted: Yes No Abstain

Brad Weber (District 2), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Cynthia Ramirez, Deputy Clerk

John W. Caldwell, County Attorney

Dee Ann Kimbro asked for an update on the budget and if new cases can be purchased for the Yucca Building. GM Kemp indicated there is some money and asked her to send her case ideas and he will see what can be purchased. He indicated there is typically a 8-10 week turnaround.

- Guest: Isabella from Lovington Chamber of Commerce re: 2023 LCFR Parade

Isabella introduced David Munoz, Chamber president. He spoke on the need to find a new route as Main Street will be under construction for the next 2 years, approximately, or the parade doesn't happen. FB member Rick Schaap voiced the desire that we need to continue with the parade. FB Clay Tom Cooper agreed with finding a new route so the parade can still happen. Chair Kris Allen asked Mr. Munoz & Isabella to come back to the Fair Board with 3 routes that they feel would be best and the Fair Board would decide at that time. They agreed to do that. Isabella offered help in regards to more promotion or advertising through the Chamber.

ITEM 03: ACTION ITEMS

- Consideration of Approval of open Yucca Building Exhibitors to residents outside of Lea County.

Yucca Building Committee Chair Dee Ann Kimbro would like to have the rules clarified as they read 3 different ways in the Fair Book currently regarding Farm & Garden, Flower Show and Creative Arts. She indicated this in no way involves the 4H entries. This is only for the open shows. She indicated that there are kids who come to Lea County to stay with grandparents for the summer who do crafts & projects, but they can not enter them because they are not a resident. FB & Yucca Committee member Vivian Flemens said that with entries down this would help create more participation. Dee Ann Kimbro said that at the last committee mtg there wasn't anyone who didn't like the idea of opening it up. GM Kemp indicated he didn't see a problem.

Dee Ann Kimbro made motion to remove the wording that indicates an exhibitor must be Lea County resident for the Open Youth and Adult. Rick Schaap seconded the motion; motion passed unanimously.

- Consideration of Approval of additional 2023 LCFR Entertainment Selection List of Potential Artists:

- ✓ Tuesday-Saturday: Brett Eldredge, Justin Moore, The Band Perry, Jennifer Nettles, Alabama, Chris Janson, Old Dominion, Kane Brown, Brad Paisley, Dustin Lynch.

Chair Kris Allen asked GM Jim Kemp to explain more on this as Entertainment Committee Chair Brian Pointer was absent from the FB meeting. GM Kemp indicated that the list is in addition to the previous approved list. He said there are times that we have to add to the list because there are some who are not available. The Fair Board has to provide the promoter with additional names to choose from.

Rick Schaap made motion to approve the additional Entertainment Selection List of Potential Artists as listed. Clay Tom Cooper seconded the motion; motion passed unanimously.

District 1: Clay Tom Cooper & Amber Groves ~ District 2: Chair Kris Allen & Rick Schaap ~ District 3: Dee Ann Kimbro & Brian Pointer ~ District 4: Vivian Flemens & Tyson Pierce ~ District 5: Kyle Johnston & Dustin Gaskins



Minutes of Regular Meeting Lea County Fair and Rodeo Board

Tuesday, March 21, 2023 6:00 PM

Fair Board Meeting Room – 101 S. Commercial Street, Lovington, New Mexico

Notice of this Meeting has been given to the Public in Compliance with Section 10-15-4 NMSA 1978

Chair Kris Allen called the meeting to order at 6:02 P.M. at the Lea County Fair Board Meeting Room. Members Present to Wit: Kris Allen, Kyle Johnston, Rick Schaap, Brian Pointer, Vivian Flemens, Dee Ann Kimbro, Clay Tom Cooper, Dustin Gaskins and Amber Groves. Also Present: BM Brandy Campbell, Asst. GM Wyatt Duncan, Commissioner Dean Jackson

ITEM 01: FAIR & RODEO BOARD

- Consideration of Approval of the February 7, 2023 Meeting Minutes

No discussion.

Dee Ann Kimbro made motion to approve the minutes from the February 7, 2023 meeting. Amber Groves seconded the motion; motion passed unanimously.

- Public Comments

Lovington Chamber Executive Isabella spoke in regards to the parade. She introduced Assistant Ashleigh and Ambassador Vice President, Jennifer. Isabella provided a binder to the Fair Board members that outlined needs from the Chamber, sample parade application and several parade route maps. The Chamber is asking the fee be increased to \$5,000 to help with employee hours and advertising.

- Fair & Rodeo Board Member Comments

Dee Ann Kimbro notified the Fair Board that table covers have come in, West Hall is getting cleaned out, floors cleaned for the Flower Show dept. Dustin Gaskins offered to take over the organizing/execution of the Livestock Judging on Friday of the Fair, due to the untimely passing of Tatum FFA Advisor, Mark Daugherty. He also asked the Fair Board to consider renaming that event to the Mark Daugherty Memorial Judging Contest. It was also discussed to add Mark Daugherty to the In Memory list for fair this year.

ITEM 02: ACTION ITEMS

- Consideration of Approval of 2023 LCFR Entertainment Selection List of Potential Artists:

✓ Tuesday – Saturday: Elle King, The Frontmen, Little Big Town, Brett Young, Sam Hunt, Asleep at the Wheel, Chase Rice

No discussion from Fair Board members.

Brian Pointer made motion to add the additional to approve the additional Entertainment Selection List of Potential Artists as listed. Dustin Gaskins seconded the motion; motion passed unanimously.

District 1: Clay Tom Cooper & Amber Groves ~ District 2: Chair Kris Allen & Rick Schaap ~ District 3: Dee Ann Kimbro & Brian Pointer ~ District 4: Vivian Flemens & Tyson Pierce ~ District 5: Kyle Johnston & Dustin Gaskins

- ✓ Free Day: Wednesday (9th)

Clay Tom Cooper questioned charging on Saturday (5th) for Mutton Bustin'. Commissioner Dean Jackson said the Commissioners have been throwing it around about dropping the price/not charging for the entire week. He said that "we will get it on the back end with carnival and food vendors". Chair Larry Wheeler said that 2022 LCFR the big issue was not being able to re-enter at the gates with a ticket. GM Kemp explained no re-entry has been in place for years, but with the new ticketing system re-entry is being enforced.

Rick Schaap made motion to approve the 2023 LCFR Gate Entry Days and Fees with the exception of the first Saturday now being free. Clay Tom Cooper seconded the motion; motion passed unanimously.

- Consideration of Approval of the 2023 LCFR RV Application

No discussion

Kris Allen made motion to approve the 2023 LCFR RV Application. Dee Ann Kimbro seconded the motion; motion passed unanimously.

- Consideration of Approval to solicit bid for 2023 LCFR Fair Photographer

Chair Wheeler expressed a problem with Hobbs News Sun photographer being in the way of our paid photographer after being asked multiple times, by multiple people including Commissioner Jackson, to give the photographer room and the opportunity to take the photos. Dee Ann Kimbro would like a letter sent explaining we have a paid photographer who gets the first photo as they are paid. Kris Allen would like to have signage and an area where it is for "authorized personnel only". Mary McClure stated the newspaper hasn't been to the Fiddler's contest in a few years even with an invitation. Commissioner Jackson asked if when sending out for bid could it be included the photographer chosen provides the newspaper (Hobbs/Lovington) with the sale photos.

Rick Schaap made motion to approve to solicit for bid for 2023 LCFR Fair Photographer. Brian Pointer seconded the motion; motion passed unanimously.

- Consideration of Approval to solicit bid for 2023 LCFR Entertainment Caterer

No discussion

Tyson Pierce made motion to approve to solicit for bid for 2023 LCFR Entertainment Caterer. Rick Schaap seconded the motion; motion passed unanimously.

- Consideration of Approval of the 2023 LCFR Entertainment Selection List of Potential Artists:

- ✓ Friday (Hispanic Heritage): Opening act – 8 Segundos, Los Rieleros del Norte, Los Alamos de La Sierra, Innovacion, Los Angeles Azules, Las Fenix, Los Jilgueros Del Arroyo, La Fiera de Ojinaga, Los Hijos de Barron, Los Barron de Apodaca, Los Angeles de Charlie Jorge Moreno. Main act – Marco Antonio Solis – El Buki, Los Tigres del Norte, Los Tucanes, Los Invasores, Grupo Firme, Los Dos Carnales, Carin Leon, Las Horoscopos, Ezequiel Pena, Los Huracanaes del Norte

District 1: Chair Larry Wheeler & Clay Tom Cooper ~ District 2: Vice-Chair Kris Allen & Rick Schaap
District 3: Dee Ann Kimbro & Brian Pointer ~ District 4: Vivian Flemens & Tyson Pierce ~ District 5: Kyle Johnston & Marcy Butts

- ✓ Tuesday-Saturday: Wade Bowen, Kevin Fowler, Stoney LaRue, Casey Donahew, Clint Black, Terri Clark, Aaron Lewis, Tracy Lawrence, Scotty McCreery, Ashley McBryde, Parker McCollum, Brothers Osborne, LeAnn Rimes, Cole Swindell, Walker Hayes
- ✓ Wednesday: Anne Wilson, Big Daddy Weave, Danny Gokey, Lauren Daigle, For King & Country, Mercy Me, Newsboys, Toby Mac

Chair Wheeler told the Fair Board the list is to present to the Booking Agent once that has been approved. Dee Ann Kimbro would like to see if Tuesday or Thursday could be more local. Clay Tom Cooper agreed with Dee Ann and said he figured some of the locals would even do it for free just to be able to perform. Clay Tom Cooper asked if he could add Ryan Bingham to list. Chair Wheeler mentioned that his name has previously been on the list, but with his Yellowstone schedule our Fair dates conflict.

Tyson Pierce made motion to approve the 2023 LCFR Entertainment Selection List of Potential Artists as listed. Rick Schaap seconded the motion; motion passed unanimously.

- Consideration of Approval of the IAFE/PRCA Attendees

Chair Wheeler mentioned the IAFE is in Indianapolis, Indiana and at this time he did not see a need to attend as GM Kemp has access to all the small stage acts on the internet, plus with what Brian Pointer provided after last years trip. He said we are only in search of a Barrel Man for 2023. He asked the Fair Board members if any felt the need to go. No Fair Board members expressed a desire to go. GM Kemp said that we have the budget to send 4 individuals, total, to the IAFE/PRCA. He said all 4 can go to PRCA if no one chooses to go to IAFE. Kris Allen, Larry Wheeler and Kyle Johnston would like to attend, but unsure if schedules allow at this time.

Dee Ann Kimbro made motion to table the IAFE/PRCA Attendee approval until the October 11, 2022 meeting. Brian Pointer seconded the motion; motion passed unanimously.

- Consideration of Approval of 2026, 2027 and 2028 Lea County Fair & Rodeo dates:
 - ✓ July 31 – August 8, 2026 or August 7 – August 15, 2026
 - ✓ July 30 – August 7, 2027 or August 6 – August 14, 2027
 - ✓ July 28 – August 5, 2028 or August 4 – August 12, 2028

Chair Wheeler mentioned that trying to miss the school start dates would be a goal so more are able to attend and participate.

Brian Pointer made motion to approve July 31-August 8, 2026, July 30-August 7, 2027 and July 28-August 5, 2028 rodeo dates. Rick Schaap seconded the motion; motion passed unanimously.

ITEM 04: DISCUSSION ITEMS

- Discussion of 2023 In Memory & Dedications

District 1: Chair Larry Wheeler & Clay Tom Cooper ~ District 2: Vice-Chair Kris Allen & Rick Schaap
 District 3: Dee Ann Kimbro & Brian Pointer ~ District 4: Vivian Flemens & Tyson Pierce ~ District 5: Kyle Johnston & Marcy Butts



JEFF ROBERTS

CONTRACT

174 Saundersville Road (Suite 702) - Hendersonville TN 37075 Ph 615-859-7040 Fax 615-851-7023

Contract No.: P97741 Primary Agent: Joe River

Made this date: Jul, 15 2022
Artist/Tour: FOR KING & COUNTRY
Tax ID (of Artist): 45-3548573
Sponsor: Lea County Commissioners
Engagement Dates: 8/9/2023 (9:30 PM) **MST**

Job Description: One (1) 90 Minute Headliner Set

VENUE

Linda Brown
Lea County Fair & Rodeo
101 S. Commercial Ave
Lovington, NM 88260
Phone: (785) 635-5316
Mobile: (785) 635-5316

Email: linda@lindabrownandassociates.com

Ticket Phone: www.leacounty.net

Ticket Website: **None - Free Show - No tickets**

FINANCIAL AGREEMENT

Contract/Rider Due: Jul 9, 2023
Deposit Schedule: Deposit 1: \$62,500.00
Deposit 1 Due: Jul 9, 2023

Note: Sponsor is "Purchaser".

Balance Due Artist: \$62,500.00
(Less Deposit)

Balance due checks should be made payable to the artist as stated on their rider, plus any additional monies per the above Financial Agreement.

Merchandise Fee: 20% on soft goods, 10% on recorded product.

Settlement with Linda Brown. Artist Sells.

PROVISIONS

SOUND: Sponsor **MEALS:** Sponsor **BACKLINE:** Sponsor
LIGHTS: Sponsor **LODGING:** Sponsor **GROUND TRANS:** Sponsor

Special Provisions: Artist sells merch. This event would be the sponsor's "Faith and Family Night" where gate admission would be free on this day a d evening. (Venue will provide covered stage (SAM450) with load bearing roof, professional lights and sound, video for sponsor identification as well as a live show feed, ground transportation to and from venue to local area hotels and airport; catering, rooms for up to two nights, and other reasonable rider requirements. Reasonable Backline will be provided. Show will be professionally produced by staff of Linda Brown and Associates.)
ALCOHOL is NOT part of this offer, per state statute. NOTE: It is recommended that artists fly to the Hobbs Regional Airport. The only other option is flying into Lubbock, Texas. Runners can be provided for either choice. Also, please be aware the Lubbock, Texas flights are on Central Standard Time. The Fair show is on Mountain Standard Time. Please allow for this time difference.) Sponsors are part of this event. (Local & Regional).
ADDITIONAL INFORMATION: VIP Meet and Greet for 40 people, preferably at 8:30 p.m. Event also requests autograph signing following the performance. (Autograph signing is optional.) Fair posters with photos of all artists appearing at the 2023 Fair are autographed by all artists. These, along with a few autographed guitars, are auctioned for the youth scholarship program. These items can be given to the artist at any time during the show day at the artist's convenience. Airfares not provided with this offer.

Contract and Rider Subject to Lea County Purchaser's Addendum.

LEGAL

This contract is not binding until signed by both parties and supersedes all other agreements.

Cancellation Clause: ~~Sponsor will be required to pay Balance Due Artist in full on the occasion of a cancellation by Sponsor within ninety (90) days or less of the concert performance. Sponsor will be required to pay one-half of Balance Due Artist if cancellation occurs prior to ninety (90) days of the performance date.~~ **See Purchaser's Addendum.**

No Cancellation is acceptable.

Confirmation: This agreement is entered into by the undersigned parties for the purpose of establishing good communication and mutual understanding. Please return this agreement to JEFF ROBERTS & ASSOCIATES signed and accompanied by the non-refundable deposit(s) and any attached rider(s). The sponsor's signature acknowledges he/she is in agreement with all information contained in this contract, as well as the attached rider(s).

SIGNATURE

Any changes by the sponsor to this contract must be communicated in writing within 14 days of receipt and will be subject to Artist approval.

Sponsor's Signature: _____ Date: _____

Signatory Name: **Dean Jackson, Lea County Commission Chairman**

Organization: **Lea County Commissioners**

Address: ~~4019 E. Bender~~ **100 North Main**
~~Hobbs, NM 88240~~ **Lovington, NM 88260**

Phone: (785) 635-5316

Email: linda@lindabrownandassociates.com

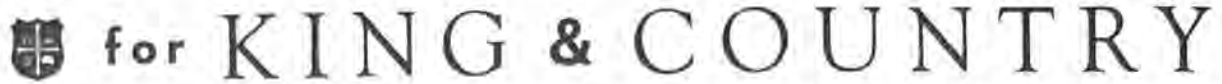
Day of Show Contact: **Linda Brown**
Mobile: (785) 635-5316

Email: linda@lindabrownandassociates.com

Artist's Signature: _____ Date: _____

Artist/Tour: **for KING & COUNTRY**

~~xx~~ Subject to Purchaser's Addendum.

The logo for 'for KING & COUNTRY' features a shield icon on the left, followed by the word 'for' in a lowercase serif font, and 'KING & COUNTRY' in a larger, all-caps serif font.

2022

SPRING CONCERT RIDER V1.2

Current 4/7/2022

Thank you for hosting for KING & COUNTRY. The purpose of this contract rider is to provide you with information that will help your concert run efficiently and effectively. Please complete the information below, initial each page, and sign the rider confirmation page. Your signature confirms that you fully understand each item described in this rider and agree to fulfill them. We sincerely appreciate the opportunity to work with you and are eager to help you.

This Rider is in reference, and attached as a legally binding document, to the Contract between for KING & COUNTRY, and Smallbone Management, hereinafter referred to as **Artist**, and the person or entity below, herein referred to as **Purchaser**, for the city, state and concert date listed below:

Please read and initial each page of this Rider.

Purchaser: Lea County Board of County Commissioners
Dean Jackson, Commission Chair

Concert City & State: LOVINGTON, New Mexico

Concert Date: Wednesday, August 9, 2023

~~See~~ *See Purchaser's Addendum.*

2022 TEAM DIRECTORY

Management: Smallbone Management

General Management

Josh Smallbone (615) 496- 8425
Josh@SmallboneManagement.com

Day to Day Ashley Munn

(814) 404- 8655
ashley@smallbonemanagement.com

Marketing Lauren Dion

(813) 298-8676
lauren@forkingandcountry.com

Booking: Jeff Roberts & Associates

(615) 859-7040
Rhonda@JeffRoberts.com

Tour Manager: Mark "Chico" DiCicco

(774) 254-4343
chico@forkingandcountry.com

Production Manager: Matt Brewer

(812) 201-3861
production@forkingandcountry.com

Merchandise Manager: Jack Goeke

(314) 363-9522
jack@forkingandcountry.com3

~~See~~ Purchaser's Addendum.

SECTION 1: ADVERTISING & BILLING

1. ADVERTISING / ON SALE/ ANNOUNCE DATES

CONTACT: Josh Smallbone (josh@smallbonemanagement.com), Ashley Munn (ashley@smallbonemanagement.com), and Lauren Dion (lauren@smallbonemanagement.com) will be your primary marketing contacts for the show.

Announce date Has Been Approved.

PURCHASER must submit a complete advertising and marketing plan to Smallbone Management for approval. **All announce and on sale dates MUST be discussed and approved in advance with Artist Management.** *MAY 25, 2023*

Marketing has been approved. Free Show. No Ticket Count.

A complete marketing ad-pack, including tear sheets of all advertisements, must be given to the tour manager at settlement. Any marketing pieces not approved in advance and in writing by **for KING & COUNTRY** will not be reimbursed at settlement. Any ticket giveaways not approved prior to air contesting will be the promoter's expense.

Ticket counts will be collected Tuesday & Friday of every week. A final ticketing count is to be submitted to Artist Management within 24 hours of the event. Please send ticket counts to Josh Smallbone (josh@smallbonemanagement.com), Ashley Munn (ashley@smallbonemanagement.com), and Lauren Dion (lauren@smallbonemanagement.com).

Lea County does not Purchase ad mats. ALL advertising includes ALL Artists Appearing on the Main Concert stage. Advertising does not imply the Artist's Endorsement. There are multiple Fair Sponsors.

1. **PROMOTIONAL MATERIALS:** Purchaser agrees to solely use photographs, ad mats, and press-promotional materials received from Artist Management in all advertising, press and social media. **Purchaser agrees that photographs obtained online or other sources are prohibited unless approved by Artist Management.** All other promotional materials may only be used upon the approval of Artist Management. All Tour posters, flyers, mailers, social media and ticketing advertisements will be created by Artist management. ~~All other artwork is prohibited.~~ *** There are no individual ads. See Purchaser's Addendum.*

2. **PRINT ADVERTISING:** No sponsors are to be listed on any advertising without written approval from Management. If the Purchaser has an existing relationship with a sponsor, the Tour ensures every effort will be made to be sensitive to that. *Stage Sponsor(s) - Primary - ARE Listed in Advertising.*

3. **NON-TOUR SIGNAGE:** No signs, placards, banners or any advertising material are to be in the auditorium and lobby, on or within fifty (50') feet of the stage, nor shall the Artists' names or Tour name be used or associated directly or indirectly with any product or service without Artist's written consent. No items of any kind may be given away in, at, or on the grounds of the venue or venue parking lot, including but not limited to, flyers, coupons, and posters, without written permission from Artist management.

~~xx~~ See Purchaser's Addendum.

Artist is advertised with all Main Concert Stage Artists. No individual ads.

4. **MARKETING RECAPS:** Purchaser agrees to be available for a phone call no less than *Bi-Weekly* weekly with artist management to review concert marketing, promotions, and other tour-related business. *Please Contact Linda Brown. 785-635-5316*

Main Concert Stage Artists. No individual ads.

5. **BILLING:** ARTIST shall receive 100% headline billing in all advertising, publicity, and any and all marquees, unless approved by Management. ARTIST will be billed by the name for ~~KING & COUNTRY~~ (spelled as shown please). *Artist receives 100% Headline on their show date.*

Show Begins immediately following the PRCA Rodeo.

6. **ARTISTIC CONTENT:** It is agreed that ARTIST has total control over the production, presentation, and performance of ARTIST'S portion of the event. PURCHASER agrees that ARTIST has the right to control all aspects of the performance. ~~This includes set times, set lengths, sound levels, and stage position.~~ *Maximum db level is 105 Per Ordinance. Approximately 9:30 pm.*

7. **EVENT DATA:** Artist requests access to all ticket buyers' individual data (including Name, Address, Zip Code, Email, and Phone Number) that is collected through ticketing. Please also share your pixel tracking link with the Artist so that they can retarget the event to people who have yet to purchase tickets. *No Ticket Sales - Free Show.*

8. **COMP TICKETS:** A total of **80 Complimentary Tickets** will be reserved for the Artist as part of the tour agreement. 30 will be used in promotional/ marketing giveaways as part of marketing plan, and 50 will be used for artist's use. Artist's Tour Manager will provide full list of will call tickets the day of show. *No Tickets are available. - Free Show.*

9. **OPENING ACT:** No opening acts will be permitted on this tour outside of approved tour opener. *- There are no opening acts.*

SECTION 2: VENUE & SECURITY ~~xx~~ See Purchaser's Addendum. *Per Advance with Linda Brown.*

Doors are all Day. Fair Gates are open to Exhibitors

1. **VENUE ACCESS:** Access to the venue is needed a minimum of nine hours prior to the scheduled opening of the doors to the public. Access to the dressing rooms, hospitality areas, and any available shower and restroom facilities that are on site should be available one hour prior to Artist's load-in & through three hours after the event. *Venue access Begins at Load-in time.*

There are no Dressing Rooms.

2. **DRESSING ROOMS:** Please provide Six (6) comfortable dressing rooms in the venue. These rooms should be located as close to backstage as possible. Each room should be equipped with comfortable seating (couch, loveseat etc), tables and chairs at no cost to the tour. This room will NOT be accessible to anyone but band and crew of ~~for KING & COUNTRY~~. If windows without blinds or drapes are present in the dressing rooms, please cover all windows prior to Artist's arrival. The room should be in close proximity to a private bathroom with at least one full length mirror, toilet, shower & sink. Please actively keep this area off limits to non-touring personnel before, during and after the concert. If other rooms are available, the Tour Manager will assign these to support acts. *Not Applicable.*

Artists must Use Hotel Rooms.

No onsite Showers.

3. **SHOWERS:** If a shower is available, please provide sixty (60) ~~clean bath~~ towels and washcloths (*please wash new items*), ten (10) bars of soap or four (4) large bottles of body wash, and several mini bottles of shampoo. Please let the Tour Manager know in advance if

* See Purchaser's Addendum.

~~there is a cost for towel use. This cost will NOT be reimbursed in settlement if Tour Manager has not been made aware of such cost prior to the event.~~

One, Small Production Room will be Provided.

4. **PRODUCTION OFFICE:** Please provide one office area for the Tour and Production Managers. Ideally, this room is backstage, however, its more important elements are that it has fast wireless internet, and sufficient power outlets and lighting. ~~This office should have a hardwired internet access port at no cost to the tour. Please also provide at least three (3) desks or tables, at least six (6) chairs, and a trash can.~~ * See Purchaser's Addendum.

This is a FLY Date. Parking is not APPLICABLE.

5. **PARKING:** For KING & COUNTRY will be traveling in 4 forty-five (45) foot tour buses with trailers. For KING & COUNTRY will also have 5 (five) Semi Trucks and trailers. Please confirm with Tour Manager parking needs. Please advance sufficient parking spaces for our arrival. If a permit is needed or meters must be bagged the PURCHASER will facilitate this ahead of time at their own expense. ~~This cannot be done upon ARTIST'S arrival. Areas must be prepared or blocked in advance so that load in will not be delayed. Once parked, the bus will not be able to be moved. Buses should be parked as close to the backstage entrance as possible and should have one security personnel guarding it from the time of load in until after load out has been completed. PURCHASER agrees to make arrangements to supply the tour with adequate shore power within 75 feet of said buses. The shore power must be available from the beginning of load in until the end of load out, or three hours after the show is over.~~

Uniformed Security and Lea County Sheriff's Deputies are Present.

6. **SECURITY:** PURCHASER agrees to furnish all necessary house personnel at PURCHASER'S expense. PURCHASER also agrees to provide adequate security personnel to provide a safe event and prevent injury to the crowd. This includes active security at all entrances to backstage, ~~dressing rooms~~ etc. At no time should any entrances to backstage be unattended. This is for the safety and privacy of all touring personnel. There should be at least two armed police officers present at all times after doors have been opened until after patrons have been cleared from the building. Advance with Linda Brown. 785-635-5316

Advance with Linda Brown.

• Please note: It is customary for Joel and Luke, the lead singers, to enter into the crowd at least once during the performance. We will need at least two experienced security to be available to assist with getting them in and out safely. Please discuss with Tour Manager.
• The Tour Manager and Security Chief will meet a minimum of one (1) hour prior to doors opening to discuss security protocol. Advance with Linda Brown.

Lea County Provides EMS and Emergency Services.

7. **MEDICAL:** The PURCHASER will provide an adequate number of trained and equipped Emergency Medical Technicians, experienced in concert medical situations. The Medical Technician Supervisor shall be in contact with the event Security Supervisor by means of a radio system.

See Purchaser's Addendum. Per Advance With Linda Brown.

8. **BACKSTAGE PASSES:** for KING & COUNTRY will supply and issue all necessary passes for the touring personnel. All touring personnel will wear the permanent laminated type passes, and everyone in the venue should be familiar with these passes and allow for highest priority to those wearing these passes. All local crew shall be issued passes from venue production manager or promoter representative. The Tour Manager will provide a security pass sheet during the advance.

* See Purchaser's Addendum.

Local News 9 BROADCASTS OR RECORDING: The PURCHASER takes responsibility for ensuring that ~~no audio or visual recording of for KING & COUNTRY'S performance is made digitally, on film, or on any other contrivance for any purpose unless specifically approved in writing by ARTISTS management.~~ ~~Portion of the tape or any other contrivance for any purpose unless specifically approved in writing by ARTISTS management.~~ ~~If approval of video recording is granted, Tour Manager will equip said cast. Area persons with a media pass. Please have security aware of this and prepared to stop people from entering with any recording equipment. Cell phone recording use is permitted as long as it does not restrict the views of other patrons.~~ ~~Newspapers may Photograph for Newspaper Publication. The Lea Co. Fair utilizes its own Professional Photographer(s).~~

SECTION 3: HOSPITALITY

Advance Number of Personnel immediately Runners are Lea Co. Employees.

1. **PERSONNEL:** ARTIST'S touring personnel will be comprised of up to 55 (fifty-five) people. Tour Manager will provide an accurate count during the advance. All arrangements for food and lodging should be made based upon this information.

with Linda Brown. 785-635-5316 linda@lindabrownandassociates.com

2. **RUNNERS:** Three (3) responsible adults with vehicles equivalent to a large passenger van or Suburban are needed to act as a runner for any number of errands or transports needed. Please select people with a good driving record and a good knowledge of the city. Please have them available from our arrival time until we depart, unless specified differently. All runners MUST have cell phones and texting capabilities. We ask that these runners be respectful of all touring personnel's time and privacy, as well as, not be playing loud music while touring personnel is traveling with them.

Advance immediately with Linda Brown

3. **MEALS:** A large ^{Area} room in the backstage area is needed where ARTIST and crew are to be served all meals. This area should be furnished with adequate tables and chairs to accommodate the entire touring party. Please discuss all hospitality during the advance with Tour Manager. Please make it a priority to serve meals on time as many members of our team only have a small window of time to eat. Your attentiveness to timeliness is appreciated.

Special diets... are taken into consideration. PLEASE NOTE THAT ONE MEMBER OF OUR TOURING PARTY IS ALLERGIC TO GLUTEN. PLEASE PROVIDE A GLUTEN FREE MEAL OPTION THAT IS NOT SALAD

Advance immediately with Linda Brown.

WE THANK YOU FOR YOUR ASSISTANCE IN HELPING US MAINTAIN A HEALTHY, SUSTAINABLE LIFESTYLE BY PROVIDING WHEN POSSIBLE ORGANIC/NATURAL/HIGH QUALITY FOODS. IT IS NOT ALWAYS EASY TO DO SO ON THE ROAD AND WE GREATLY APPRECIATE YOUR EFFORTS TO ACCOMMODATE. ALL MENUS TO BE APPROVED BY TOUR MANAGER.

1. Breakfast - Served Hot 8:00am until 11:00am

Per Advance with Linda Brown. Flight Schedule is a factor.

Hot Items:

- Scrambled Eggs (real eggs/no powdered eggs) or Omelette Stations (preferred)
- Hashbrowns or Breakfast Potatoes
- Crispy Bacon

Fresh Fruit:

- Fruit tray to include a variety of fruit such as: strawberries, blueberries, raspberries, pineapple & cantaloupe
- Ripe bananas

~~**~~ See Purchaser's Addendum.

ALL Catering Per Advance with Linda Brown.

- Gala or Honeycrisp Apples

Baked Items:

- Assortment of muffins and breakfast pastries

A review of the menu needs to be discussed during advance with the Tour Manager.

II. Lunch: Served from 12:00pm until 3:00pm

Fresh Salad Bar - should include:

- Romaine or Green Leaf Lettuce
- Baby Spinach
- Cherry Tomatoes
- Carrots (chopped or shredded)
- Bell Peppers (chopped or sliced)
- Onions (chopped or sliced)
- Shredded Cheddar Cheese
- Cucumber
- Sunflower seeds
- Croutons
- Assorted Dressings including at least one vinaigrette

Soup:

Please provide a hot soup. Some options below, but we are open to others::

- Minestrone
- Creamy Tomato
- Vegetable
- Wild Rice
- Black Bean Tortilla

Hot Entree:

Please provide a hot and healthy entree. Some options are below, but we are open to others:

- Grilled Chicken
- Philly Cheesesteak/Chicken Philly Sandwiches
- Paninis with vegetables, cheese & chicken/turkey (non-deli meats)
- Hamburgers/Black Bean Burgers

Sides:

Please provide three sides. Some options below:

- Grilled Vegetables
- Baked Potatoes
- Macaroni and Cheese
- Black bean quinoa salad
- Potato Wedges
- Rice

Dessert:

- Assorted Cookies
- Brownies
- Fresh Fruit

*4 See Purchaser's Addendum.

ALL Catering Per Advance with Linda Brown.

III Dinner: Served from 5:00pm until 8:00pm

Fresh Salad Bar - should include:

- Romaine or Green Leaf Lettuce
- Baby Spinach
- Cherry Tomatoes
- Carrots (chopped or shredded)
- Bell Peppers (chopped or sliced)
- Onions (chopped or sliced)
- Shredded Cheddar Cheese
- Cucumber
- Sunflower seeds
- Croutons
- Assorted Dressings including at least one vinaigrette

Soup:

Please provide a hot soup. Some options below, but we are open to others:

- Minestrone
- Creamy Tomato
- Vegetable
- Wild Rice
- Black Bean Tortilla

Dinner Entrees:

If your show falls on the **1st or 3rd Thursday of the month** please provide:

- Grilled Chicken Breasts
- Grilled Salmon
- Flat Iron Steak

If your show falls on the **2nd or 4th Thursday of the month** please provide:

- Taco Bar or Enchiladas with Chicken and Beef options (sides should be paired accordingly)

If your show falls on the **1st or 3rd Friday of the month** please provide:

- Mediterranean/Greek or Indian cuisine including two meat options (sides should be paired accordingly)

If your show falls on the **2nd or 4th Friday of the month** please provide two of the following (two separate meats):

- Chicken Marsala
- Tuscan Butter Salmon
- Florentina Steak
- Chicken Parmesan
- Chicken Florentine
- Tilapia Milanese

If your show falls on the **1st or 3rd Saturday of the month** please provide:

- Fajitas with both Chicken and Beef options (sides should be paired accordingly)

If your show falls on the **2nd or 4th Saturday of the month** please provide two of the following (two separate meats):

- Grilled Chicken Breasts
- Flat Iron Steak
- Grilled Salmon

If your show falls on the **1st or 3rd Sunday of the month** please provide the following:

* See Purchaser's Addendum.

ALL Catering Per Advance with Linda Brown.

- Mediterranean kabobs (Chicken and Beef)

If your show falls on the 2nd or 4th Sunday of the month please provide:

- Build Your Own Stir Fry with 2 meat options complete with plenty of vegetable options with noodles and rice.

Sides:

Please provide three complimentary side dishes.

Bread:

Please provide rolls or bread with dinner that will compliment the entree options.

Dessert:

Please provide a minimum of two dessert options. One option should be non-chocolate.

A review of the menu should be discussed during the advance with Tour Manager. If your show falls outside of Thursday thru Sunday please discuss menu options with Tour Manager.

Note:
Some items will be furnished.

LOVINGTON is in a remote and isolated area. Not all Brands may be Available.

IV. **Beverages:** A wide assortment of beverages should be kept on hand throughout the entire day from ARTIST'S arrive through their departure. Please keep these beverages refrigerated or on ice in coolers. The beverages should consist of seventy-two (72) bottles of water (both room temperature and chilled) and the following:

- Natural/Organic 100% Juices (low-sugar, No Naked Drinks)
- San Pellegrino, Perrier or similar
- SpinDrift Sparkling Waters
- Organic/ Natural sodas such as Blue Sky (NOT sugar free)
<http://www.blueskysoda.com/>
- Hot Coffee with cream, raw sugar and Splenda
- Hot Water with a variety of teas with honey (local organic preferred) and lemon

No Dressing Rooms. Must use Hotel Rooms.

4. **DRESSING ROOM HOSPITALITY:** Please provide water and snacks such as mixed nuts, a fruit tray, vegetable tray, and an assortment of 12-15 protein/granola etc in the dressing rooms. ~~***please no candy, cookies, chips and other sweets as they are not necessary for the dressing room***~~

5. **WARDROBE:** Please provide an iron and ironing board or steamer in the dressing room if this is a fly date. Use Hotel Rooms.

6. **WIFI:** Please provide network name and password to the venue internet upon arrival.

7. **STAGE WATER & STAGE TOWELS:** Please provide twenty-four (24) room temperature bottles of water to Tour Manager upon arrival along with ten (10) black stage towels that have been pre-washed. Please let the Tour Manager know in advance if there is a cost for towel use. This cost will NOT be reimbursed in settlement if Tour Manager has not been made aware of such cost prior to the event.

~~See~~ Purchaser's Addendum.

Per Advance with Linda Brown.

8. **POST SHOW HOSPITALITY:** ~~In order to save Purchase any additional details please discuss a buyout option with Tour Manager for Post Show Hospitality.~~ No Buyout is available.

After Show food is limited to choices on the Fairgrounds.

9. **HOSPITALITY SHOPPING LIST:** No pre-shop is necessary. Tour Manager will make a shopping list upon arrival to be shopped by runner day of show. There are limited choices. **LDVINGTON IS a small town in an isolated area.**

Hotel is a Fair and Rodeo Sponsor. Advance with Linda Brown.

10. **LODGING:** Up to twelve (12) hotel rooms (two beds in each, non-smoking) at a nearby hotel with similar quality to Marriott, Holiday Inn Express, Hampton Inn (~~Hilton Honors #966150301~~) are required. These rooms should be reserved and paid for in advance by PURCHASER. The rooms are to be end under the name of the Tour Manager (NOT under for KING & COUNTRY) please. Rooms should be reserved for early check-in and arranged for late check-out. Please confirm with Tour Manager before making reservations. **ONLY Local Hotels are utilized.**

~~***On some occasions due to necessary travel arrangements a cash buyout will be required for hotel rooms. In this instance the ARTIST receives the option of a buyout of \$90 for each room 12 rooms x \$90 = \$1080. Please confirm prior to your concert date if this will be necessary***~~

SECTION 4: MERCHANDISE & DISPLAY AREAS

1. **MERCHANDISE AREA & MERCHANDISE SALES:** A well-lit area is needed within the

Artist Sells. 10x10 Space Provided. 80/20 Soft Goods; → 90/10 Recorded Goods; Settlement made with Linda Brown.

venue well within sight and passage of all in attendance of the event to sell ARTIST'S ^{some} merchandise. Merchandise must be allowed to set up promptly upon arrival. Ten ~~(10)~~ eight-foot (8 ft) tables are necessary for the Artist's merchandise. ~~The dimensions of the area are to be sixteen (16') feet in length and eight (8') feet in depth with a ceiling height of ten (10') feet.~~ **10 X 10 SPACE.** ARTIST will have the exclusive right to sell, or cause to be sold, any t-shirts, CDs, or any other product or publications. ~~No other merchandise, glow product, programs, handouts, or any other material shall be sold, given away, or otherwise distributed by Purchaser, venue, or any other party at or around the hall or ancillary parking areas without prior written approval from ARTIST'S management. On-site bookstores are prohibited from selling Artist CDs or other ARTIST product before, during or after the show. No hall fee or percentage will be paid to the Purchaser or the venue except as specified in the engagement contract or otherwise negotiated with management by written consent. No other concessions other than refreshments may be sold at the venue without prior written approval from Artist management. At no time during any of the performances should the merchandise tables be left unattended.~~

2. **MERCHANDISE FEES :** It is understood and agreed that no merchandise fees will be charged to Artist unless expressly stated in the show contract prior to the event. ~~Please make introduction to discuss merchandise buyout.~~ Any merchandise fees not stated in the show contract prior to the event demanded by venue or other parties will solely be the responsibility of PURCHASER.

Artist is responsible for Selling.

3. **MERCH VOLUNTEERS :** At least eighteen (18) responsible adults (18+) with cash ~~handling experience are needed to assist the set up, selling, counting out, and packing up of ARTIST'S merchandise. Merchandise volunteers are to arrive at the Merchandise Area one~~ **If the Fair supplies any Sellers, Artist must pay each seller a minimum of \$50.00 each. Payment is from Seller's 10 of 13 _____ initial Proceeds. Artist Pays all Sales tax. No Exceptions. Advance with Linda Brown.**

* See Purchaser's Addendum.

Per Advance with Linda Brown. (1) hour before earliest doors open to the public (for training) and are to remain until released by ARTIST merchandise manager after the concert.

There is no concourse or second floor.

4. **SPONSOR AREA:** ARTIST endorses **Compassion International**. It is a vital part of our ministry that there is a Compassion International display near for King & Country's merchandise table for sponsorship sign-ups. Please supply two (2) 8ft. tables available for Compassion's use ~~on the concourse as well as two additional tables for the sponsor to use on the arena floor behind the front of house area. No other organization of this type will be presented from stage without written approval.~~

Artist must supply workers for this Project.

SECTION 5: ADDENDUMS

Free Show. No tickets. No Comp. tickets. → 1. **ARTIST COMP TICKETS:** Purchaser agrees to set aside fifty (50) complimentary tickets for Artist's use and (30) tickets for marketing. Artist will provide Purchaser with a "comp list" one (1) hour before doors open. Purchaser will limit their total number of complimentary tickets to one hundred (100). There will **only be 1 pair of front row tickets comped** for radio giveaways. All other comps shall be in P3 and P4 sections unless otherwise requested.

2. **SETTLEMENT:** Made with Linda Brown. 785-635-5316

I. **FLAT GUARANTEE:** For events where the ARTIST is receiving a flat guarantee the PURCHASER is to meet with ARTIST tour manager to make payment of the guarantee (or, if a deposit was needed/paid, the balance thereof) to Artist prior to the performance. All remaining balance payments due day of show are to be made in the form of a **certified Company** check, cashier's check or money order made payable to for KING & COUNTRY LLC. Artist reserve the right to monitor all ticket sales.

Not Applicable. →

II. **PERCENTAGE BASED FEES:** ~~If the contract fee is based on or derived as a percentage of the "net", "gross" or the "door", a complete box office statement, breakdown of receipts and revenues must be presented to ARTIST tour manager after the concert, along with any balance of funds due over and above the guarantee at the time of settlement. All tickets should be printed by a bonded or computerized ticket agency, and a report should be generated and presented to the Tour Manager prior to settlement. No expense can be deducted without an original copy of the receipt or bill or without the approval of the Artist designate or Artist tour manager—this includes ALL advertising expenses. If a bill or invoice is unavailable, a statement from the vendor will be necessary. Because of our tax liability, no deduction can be accepted without proper documentation. Any expenses submitted at settlement that are not listed on the contract expense sheet or not previously approved by ARTIST'S management will not be calculated into the settlement. If any expenses go above the budgeted line item of the contract this will be at the sole expense of the promoter unless there is written agreement from the ARTIST'S management.~~

* See Purchaser's Addendum. → 3. **INSURANCE:** Purchaser agrees and as a condition of this contract shall hold Artist harmless from and against any and all liability for Purchaser's negligent acts and/or omissions if any.

~~**~~ See Purchaser's Addendum.

Purchaser further agrees to, and as a condition of this contract, shall indemnify Artist from and against any and all liability, claims, loss, cost, damage or expense, ~~including attorney's fees, of any kind or nature,~~ for property damage, or damage or injury to any persons incurred at or during the period of the performance contemplated herein. Purchaser must maintain an insurance policy that covers anybody that is employed or volunteering for the concert on behalf of Purchaser as well as public liability insurance for no less than one million dollars (\$1,000,000.00). ~~A certificate of "proof of insurance" should be faxed or mailed to management no later than 30 days prior to the concert date.~~

*Dual Indemnification of each Party in this contract. Each Party Pays its own expenses and attorney fees. ** See Purchaser's Addendum.*

4. **INDEMNIFICATION:** Purchaser shall indemnify Artist and hold Artist, Artist's officers, directors, shareholders, employees, agents, representatives, and attorneys harmless from and against any and all claims, demands, actions, damages, liability, ~~cost and expenses (including attorney's and other professional fees)~~ arising out of or in connection with any bodily injury, death, or loss of or damage to property arising out of or relating to any performance rendered or to be rendered by Artist during this engagement unless the same is caused by the intentional negligent conduct of Artist. ~~** See Purchaser's Addendum.~~

5. ~~**ARTIST CANCELLATION RIGHT:** Purchaser agrees that Artist may, at Artist's sole discretion, cancel and terminate this contract and the services to be rendered hereunder, without liability, by giving Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder, provided, however, that in such instance, Artist will use Artist's very best efforts to re-schedule the engagement at a time and place mutually acceptable to Purchaser and Artist.~~

No Cancellation is Acceptable once the Advertising is in Place on May 25, 2023.

6. **PURCHASER CANCELLATION CLAUSE:** If Purchaser shall cancel the performance for any reason other than force majeure less than sixty (60) days prior to the concert, Purchaser agrees to pay the entire guaranteed fee as compensation to the Artist for Artist's time and preparation and rescheduling efforts resulting therefrom. ~~** See Purchaser's Addendum.~~

Subject to NM State statutes. →

** See Purchaser's Addendum

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

8. **PURCHASER ASSUME LIABILITY:** Except as otherwise herein specifically provided, Purchaser hereby assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities and damages arising out of or relating to the presentation or production of the engagement hereunder.

9. **TAXES:** Purchaser shall pay, indemnify, and hold Artist harmless of and from any and all taxes, fees, dues, and the like relating to the engagement hereunder, and the sums payable to Artist shall be net of such taxes, fees, dues and the like.

10. **CHOICE OF LAW:** This agreement has been entered into in the State of ~~Tennessee~~ *New Mexico* and the

~~xx~~ See Purchaser's Addendum.

validity, interpretation and legal effects of this agreement shall be governed by the laws of the State

New Mexico

→ of ~~Tennessee~~ applicable to contracts entered into and performed entirely within the State of

→ ~~Tennessee~~. The venue for any controversy or claim arising out of or relating to this Agreement or

breach thereof, shall be the appropriate state and federal courts located in ~~Nashville, Tennessee.~~

Livingston, New Mexico

Accordingly, Artist and Purchaser each submit to the jurisdiction of such courts. Any process in any

action or proceeding arising out of or relating to any such claim, dispute or disagreement may,

among other methods, be served upon Purchaser or Artist by delivering or by mailing the same via

registered or certified mail to the addresses contained herein. ~~The prevailing party in any such~~

~~dispute arising hereunder shall be entitled to recover from the other party its reasonable attorney's~~

~~fees in connection therewith in addition to the costs thereof.~~

Each Party Pays its own Attorney fees and Expenses.

FOR KING + COUNTRY

FT. DANTE BOWE

WHAT ARE WE WAITING FOR?
THE TOUR



Matt Brewer

Production Manager

production@forkingandcountry.com

812-201-3861

COLUMINA
DESIGN | PRODUCTION | MANAGEMENT

Production Design Concept V1.1

Summer 2022

3/15/2022

(TR-1)

SECTION 6: PRODUCTION

Per Advance with Zach Crisp - Epicenter Productions

INTRODUCTION

We are honored to be visiting your region and to be hosted by you. The purpose of this rider is to fully communicate the needs of the Artist. This technical rider has been built with the specific needs of the event. If there is any area outlined below that is unable to be met or unclear, please contact our Production Manager. Artist reserves the right to make changes in this rider up to 30 days prior to performance. Thank you in advance!

Due to the various different types of shows this summer Some being production provided and others with production being provided by Artist not everything below applies to every show. Details will be worked through with the production manager during advance. ~~See~~ *See Purchaser's Addendum.*

Audio

1. FOH

Preferred sound system type is 3, 4, or 5 way flown Line Array system and should be able to obtain 115db spl (A weight) at the most extreme distance of the seating area, across a 30Hz to 16kHz frequency range. (We will not be running your system at this volume, this capacity simply helps us achieve the best clarity). Artist will maintain and decide volume. Please communicate any restrictions 30 days in advance of the event.

Options for FOH Audio systems are as follows: Meyer Sound: Leo, Lyon, Leopard, Milo, Mica L'Acoustic: K1, K2, V-DOSC, D&B: J series, V Series JBL: VTX-V25, V20, Vertec 4889

Artist will require a minimum of (3) dual 18" Subs per side.

Artist will carry FOH console for headliner use only. Please provide an 8'x8' area at FOH for Artist use only. Artist will Provide audio inputs at FOH or on Stage for input to the PA. Preferred method with PA L, PA R, SUBS, and Fills. They are available as AES or Analog XLR.

Artist will Require that FOH has it own tent or tarps for covering during the day if outside.

FOH will Require a 110V 20 amp circuit to power the console and outboard gear.

Artist will provide and run a fiber snake to FOH for communication to the stage. Please ensure there is appropriate covering for the snake or that it will be in an area will it will not be walked on by the public.

2. Monitors

Artist will carry monitor console for headliner use only. The monitor world is in a large sled that is 8'x40".

The monitor console location should be the most downstage position that is possible with complete viewing of the stage. Looking for the best site lines for the engineer as possible. Please discuss location options with Monitor engineer on his arrival.

Artist will carry all Mics, Stands, Cables, and Stage Power

Artist will require (100) Amps 3 Phase, 208 power within 50 ft of stage with Camlock. Artist will carry all necessary cabling to reach disconnect. Venue will provide a house electrician to tie in and disconnect. See labor call for times.

Please provide an 12'x12' area stage left for Artist use only.

Artist must be provided a tent or tarps for use during the day or in the event of inclement weather.

3. Lighting

Artist will use any available venue house lighting and key lighting. Please send a house lighting plot with patch list.

An experienced house lighting rig engineer will need to be in the venue and available for the duration of the day.

Purchaser to provide (2) high quality spotlights 2K Watts or better to be used by the Artist with dedicated operators and direct communication between the lighting director and spot lighting operators via a headset communication system.

Artist will provide a cat 5 snake from stage to communicate with the tour package. Please provide your dmx inputs for house consoles at the FOH console. If you have any available ethernet lines we will be happy to use those as long as they are dedicated for Artist use only throughout the duration of the day.

Artist will require (200) amps 3 phase 208 power within 100 ft of stage. Artist will carry all necessary cabling to reach disconnect. Venue will provide a house electrician to tie in and disconnect. See Labor call for times. Please provide a 8'x8'x2' platform at FOH for Headliner Lighting console use only.

(TR-2)

4. STAGING *Sam 450 stage Per Advance with Zach Crisp - Epicenter Productions*
Artist will require a minimum stage of 40' wide by 40' deep preferred size is 60'x40'
Artist will setup show in show position for the duration of their load in sound check time.
Artist will adjust set to a stored position for the other performances throughout the day after their allotted sound check time if necessary.
If shows are standing room only, Artist will require a blow through load bearing barricade across the entire front of the stage.
Artist will be carrying a stage risers package as well as a large amount of backline band gear.
Stage shall be completely cleared off upon arrival.
Please provide a backline stage area opposite of monitor world on stage right with a 12'x18' clear deck please provide a tent and tarps in case for use throughout the day.
Artist prefers catwalks. If possible to add in your setup this would greatly help with our show.

5. IMAG Screens

Artist welcomes the use of the IMAG screens at the show.
Artist would prefer tight shots of the Artist performing there music. Please adhere to the idea that IMAG stands for Image Magnification.
Artist will provide a Band Logo for use during the show.
Artist will travel with Video director. He may switch the show depending on the setup. If FK&C production is present he will require a multiview and a com headset at FOH to work with the director on the shots for the show.
We may also request access to your cameras to our server depending on the production setup.

6. SPECIAL EFFECTS:

Artist will use a variety of special effects as follows:
Artist will use air driven streamers/confetti multiple times during performance. Streamers and confetti are Biodegradable. Please inform Artist Production Manager of any issues that would prevent Artist from using streamers/confetti no later than 30 days prior to performance.
Please provide Artist with any cleanup fee information at least 2 weeks prior to performance.

7. LOCAL CREW:

Load-in/set-up takes approximately 4 hours and load-out takes 2 hours or less, most of the time, with all 16 persons. Artist Production Manager will oversee and give instructions to local crew.
Crew to arrive fifteen (15) minutes prior to load-in. Load-out begins immediately after the concert ends. Having the same crew for both load-in and load-out greatly reduces the time required to load out.
Volunteer crews should consist of a minimum of (18) people. Each volunteer should be above the age of 18 and be able to lift up to 50 lbs. They will need to be dressed appropriately with closed toe shoes. No flip flops or sandals. Please provide the same people for load in and load out. It is very important to meet the number of volunteers requested. If for any reason, you are unable to meet that number, Artist will require Promoter to pay \$150 per volunteer. Paid Labor or Union crews when used, should consist of 12
Stagehands: 4 loaders (if they do not convert), 2 Over 1 Riggers 1 forklift, 2 spot operators for show.

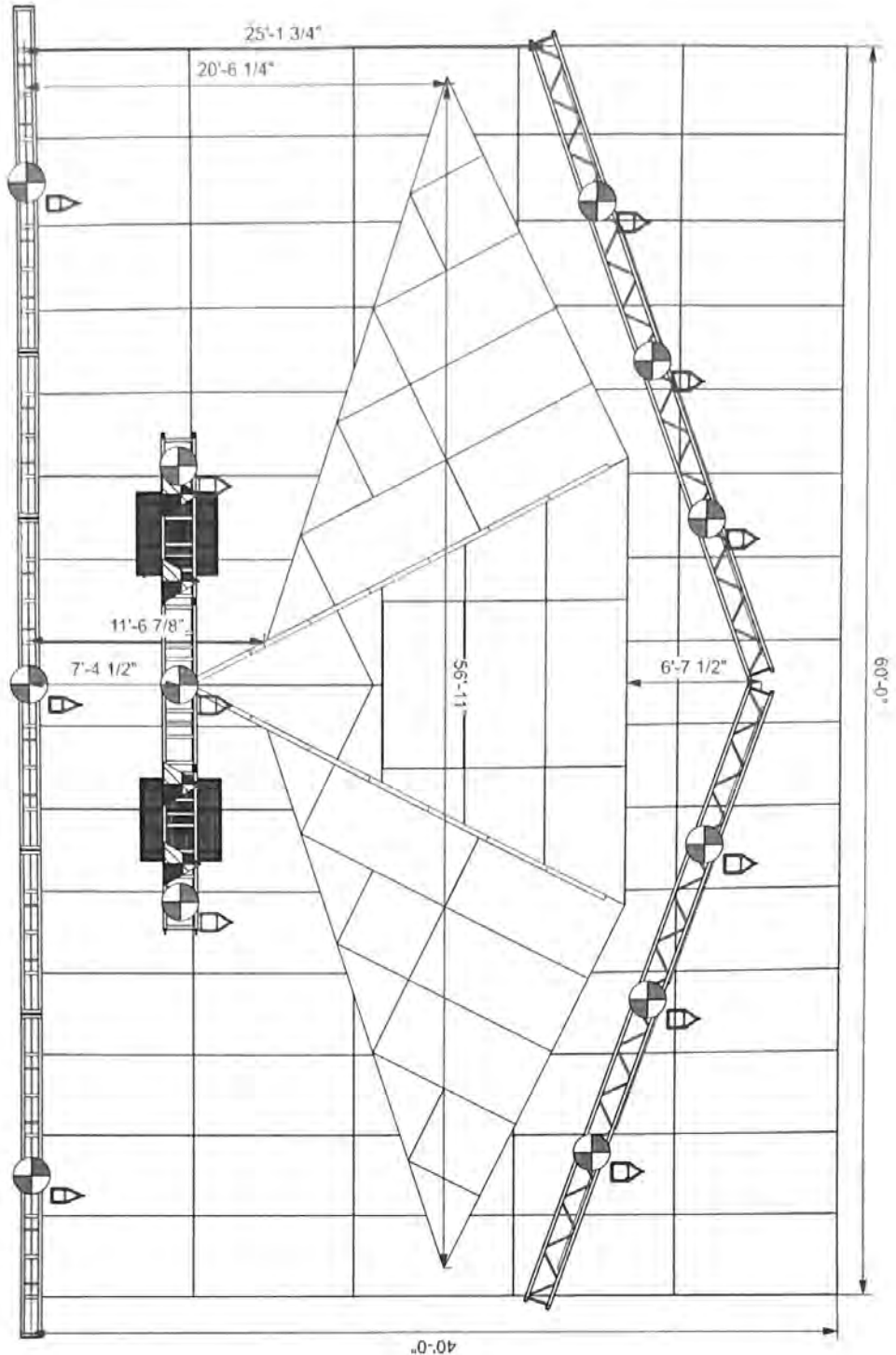
8. LOAD-IN/PARKING

Artist will have between one (1) or two(2) 53' tractor trailer and (2) buses with trailers.
Please provide (1) loading area for our trucks to unload equipment stage level preferred. All other equipment transports in a bus trailer which loads to ground level. A level, solid, and clear path into the venue and onto stage is required. This should be as close to the stage as possible. Artist will require a minimum of 8' tall by 4' wide clearance for load-in to stage.
C. Please provide a parking map to Production Manager so we can communicate this to our drivers before arrival to the show.

9. SOUNDCHECK:

Purchaser shall clear the venue of all non-essential personnel during sound checks. Local crew will be dismissed by the Artist Production Manager. Artist Manager and Production Manager reserve the right to give final approval on all components listed above to be used in the production of the event. Please address any issues with them during the advancing process.

(TR-3)



Legend/Key

Project Title
for King & County

Sheet Title
Full Rig

View
Top View

Venue
SUMMER 2022

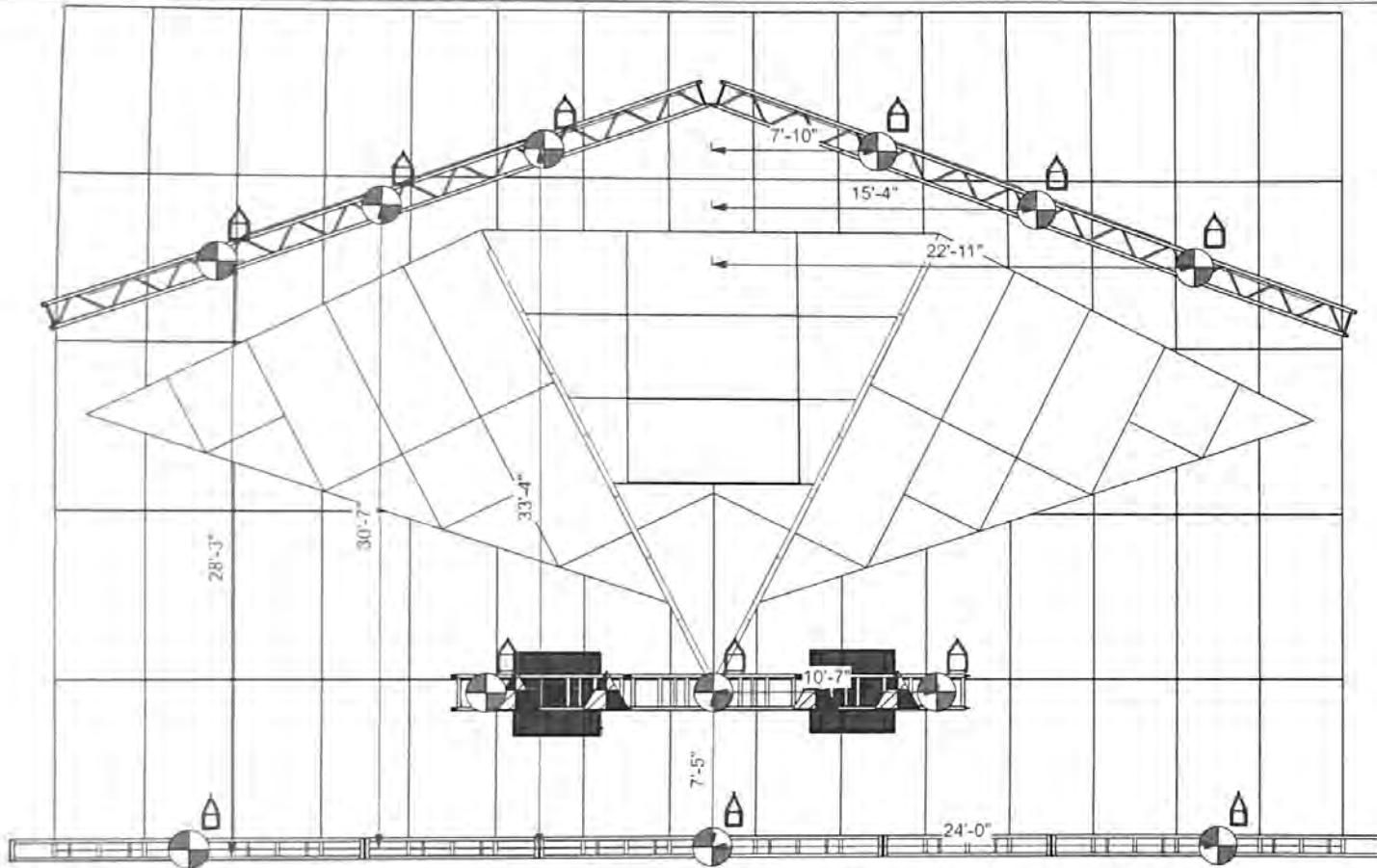
Version
Lumina 1.64
3/15/22

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LUMINA
DESIGN · PRODUCTION · INSTALLATION

(TR-4)



Hoist ID	Position	Hoist Symbol	Origin X	Origin Y	Hook Weight / Load Trim
M1	SR Video Wall	Hoist 1 Ton Tour Rig Down	-22'10 1/2"	27'10 5/8"	1662.11 lb / 28'3 5/8"
M2	SR Video Wall	Hoist 1 Ton Tour Rig Down	-15'4 1/4"	30'7 1/2"	174.02 lb / 28'3 5/8"
M3	SR Video Wall	Hoist 1 Ton Tour Rig Down	-7'10"	33'4 1/4"	1871.35 lb / 28'3 5/8"
M4	SL Video Wall	Hoist 1 Ton Tour Rig Down	7'10 1/4"	33'4 3/8"	1871.35 lb / 28'3 5/8"
M5	SL Video Wall	Hoist 1 Ton Tour Rig Down	15'4 1/2"	30'7 5/8"	174.02 lb / 28'3 5/8"
M6	SL Video Wall	Hoist 1 Ton Tour Rig Down	22'10 3/4"	27'10 7/8"	1662.11 lb / 28'3 5/8"
M11	Elevator Motors	Hoist 1 Ton Tour Rig Down	-10'5 3/4"	7'4 1/2"	1000.00 lb / 38'5"
M12	Elevator Motors	Hoist 1 Ton Tour Rig Down	1'8"	7'4 1/2"	1000.00 lb / 38'5"
M13	Elevator Motors	Hoist 1 Ton Tour Rig Down	10'6"	7'4 1/2"	1000.00 lb / 38'5"
M21	Kabuki	Hoist 1 Ton Tour Rig Down	-24'0"	0"	750.00 lb / 40'6"
M22	Kabuki	Hoist 1 Ton Tour Rig Down	0"	0"	750.00 lb / 40'6"
M23	Kabuki	Hoist 1 Ton Tour Rig Down	24'0"	0"	750.00 lb / 40'6"

Legend/Key

1.2
Production Manager
 Matt Brewer
 812-201-3861
 production@forkingandcountry.com

Tour Rigger
 Sebastian Richard
 418-573-6178
 seb@scrautomation.com

Project Title
for King & Country

Sheet Title
Rigging Plot V1.2

View
Top View

Version
SUMMER 2022

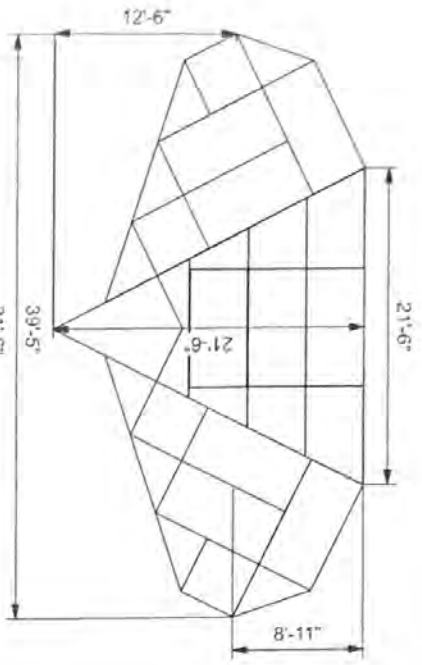
Author	Lumina	Date	1/64
Rev	Various	Revision Date	3/15/22

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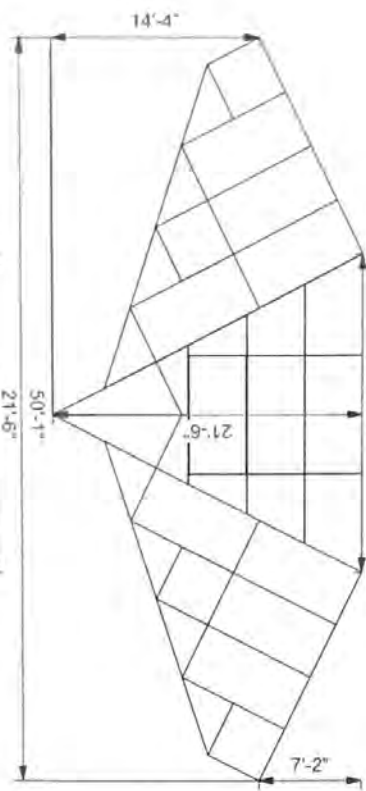
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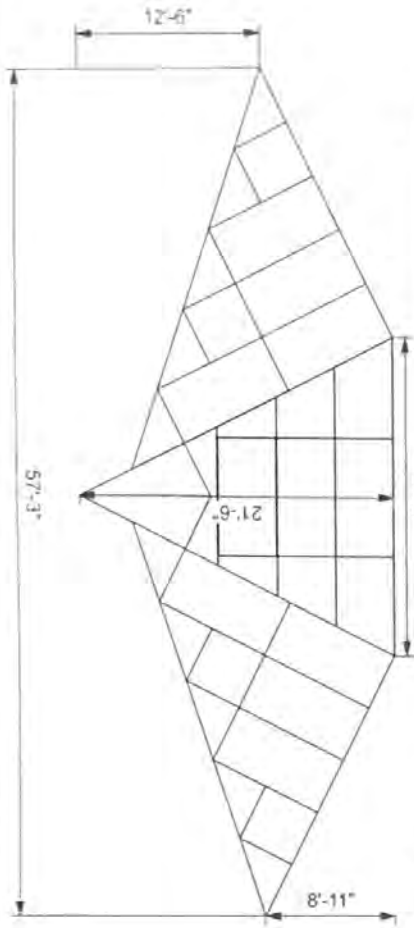
(TR-6)



STAGING OPTION 3




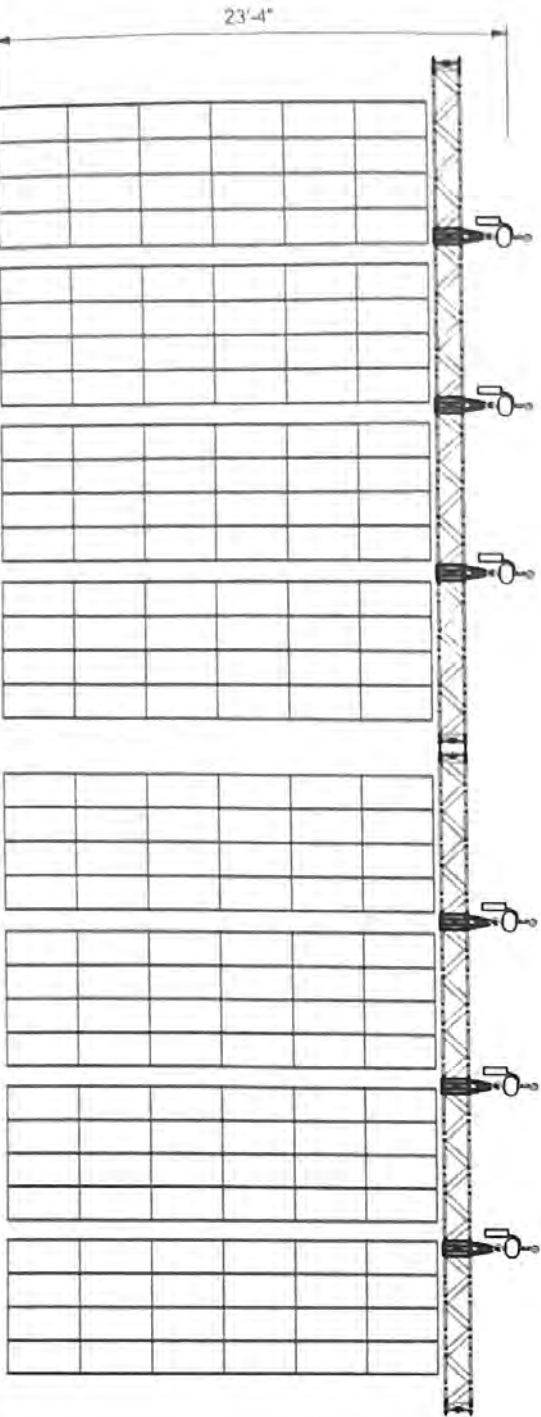
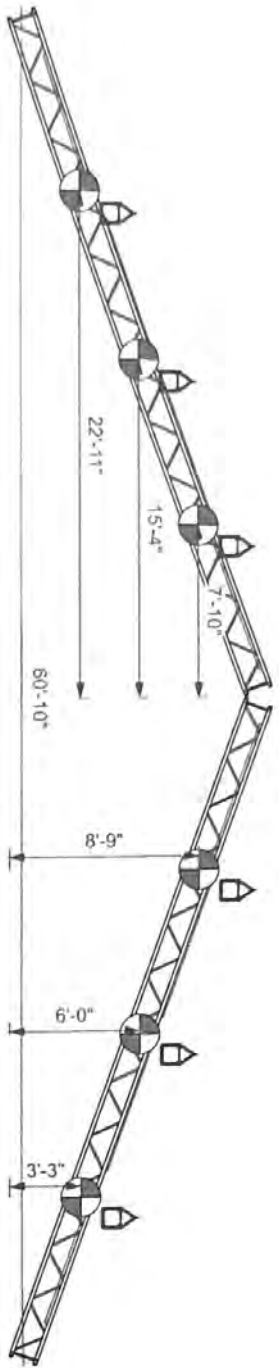
STAGING OPTION 2



STAGING OPTION 1

(TR-7)

Legend/Key	
Project Title	for King & Country
Sheet Title	Staging v1.1
View	Top View
Version	SUMMER 2022
Lumina	1-98
Version	3/15/22
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Legend/Key

Project Title
for King & Country

Sheet Title
Led Wall

View
Multi View

Venue
SUMMER 2022

Number
104

Version
3/13/22

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(TR-9)

**LEA COUNTY ADDENDUM – “B” – Purchaser’s Addendum
TO ALL FAIR GROUNDS CONTRACTS/RIDERS**

This “Addendum” is hereby incorporated into and made an integral part of the contract specified below. The terms of this Addendum are material to, and an essential component of the consideration pursuant to which “Lea County” (defined below) enters into the specified contract.

Specified contract to which this Addendum is incorporated:

FOR KING & COUNTRY, LLC F/S/O For King + Country

The above specified contract, including any riders or other attachments thereto, and this Addendum are collectively referred to in this Addendum as “this Contract”.

A. GENERAL PROVISIONS

1. **Parties:** The Lea County Board of County Commissioners, which may be abbreviated and referred to as “Lea County” or “Purchaser” is the real party in interest and the contracting party. Notwithstanding any references in any documents constituting this Contract to any board, committee or individual as the contracting party, the only party intended to be bound is Lea County. To be valid and enforceable, this Contract must be signed by an authorized representative of Lea County. The other contracting party is referred to in this Addendum as “Producer” or “Artist” or **FOR KING + COUNTRY**. (Artist.)

2. **Independent Contractor:** Artist/Producer is an independent contractor. No other relationship with Lea County is created by this Contract. Artist/Producer and Lea County are not partners or joint venturers, and Artist is not an employee of Lea County for any purpose.

3. **Payment:** Lea County shall be obligated to pay only such amounts as are authorized and approved by the Board of County Commissioners, per contract face. *Deposits and Final Payment will only be made after Lea County receives the fully executed contract from Artist/Producer.*

4. **Insurance:**

(a) **Obligations of Lea County:** Lea County carries general liability insurance in amounts determined **pursuant to New Mexico law**. Lea County shall not be required to increase the limits on such liability insurance or obtain additional insurance pursuant to this Contract. If specifically required by other provisions of this Contract, such persons so specified shall be considered additional insureds under Lea County’s applicable general liability insurance policy. A certificate of insurance shall be provided upon request day of show.

(b) **Obligations of Artist/Producer:** The Producer shall maintain its current insurance policy and provide a COI evidencing such, upon a separate written request. The following additional provisions apply:

The Artist/Producer and any subcontractors shall maintain the following insurance coverages with a quality company, written on an occurrence basis, issued by a company licensed to transact business in the State of New Mexico during the life of this Contract, and shall furnish Lea County with certificates of insurance that shall also include insurance deductibles, if applicable. The certificates shall name the Lea County Board of County Commissioners, its commissioners, officers, agents and employees as additional insureds, providing coverage against any and all claims and demands made by a person or persons whomsoever for property damages or bodily or personal injury (including death) incurred in connection with the services to be provided under

this Contract, with respect to the Commercial General Liability coverage and Automobile Liability coverage. **With respect to the Workers' Compensation coverage, Artist shall waive rights of subrogation** against Lea County and its officers, agents, employees and volunteers.

Amounts of insurance:

- i. General liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- ii. Automobile insurance in the amount of \$1,000,000.00 with auto symbol 1, or 7, 8, or 9.
- iii. Workers Compensation insurance as required by state statute.
- iv. Professional liability in the amount of \$1,000,000.00 each claim and \$2,000,000.00 aggregate.

All insurance shall remain in full force and effect for the entire term of this Contract or until the contemplated performance is completed. Artist will ensure that sub-contractors (if any) carry the same insurance coverages as listed above.

If applicable and required by law, Purchaser requests that Artist/Producer's certificates of insurance contain the following statement:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail a 30-day written notice to Lea County, attn: County Manager, 100 North Main Street, Suite 4, Lovington, New Mexico, 88260. The telephone number is (575)396-8604."

5. **Insurance of Property:** Lea County specifically disclaims any obligation to insure the property of Artist against any loss, theft or damage, except any coverage available under any applicable terms of the general liability insurance policy referenced in the previous paragraph. Artist/Producer is solely responsible for insurance for any instruments, vehicles or other equipment provided by Artist/Producer or Artist's/Producer's employees or agents. Lea County assumes no liability whatsoever for same.

6. **Indemnification/Sovereign Immunity:** Any duty of Lea County to indemnify any party or pay any claims arising out of or related to the performance of this Contract is subject to the immunities, provisions and limitations of the Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978 and Section 56-7-1 NMSA 1978, and any amendments thereto as required by law.

7. **Governing Law:** This Contract is deemed to be executed and delivered within the State of New Mexico, and shall be construed, interpreted, and applied in accordance with the laws of the State of New Mexico, without regard to its conflict of laws principles.

8. **Venue, Attorneys' Fees:** Each party consents to the exclusive jurisdiction of the federal and state courts located in New Mexico in connection with any action arising out of, related to, or to enforce this Contract and such courts shall be the exclusive forum for resolution of such disputes. Venue for any claim or causes of action brought under this Contract shall be in the federal and state courts including Lea County, New Mexico. The parties further agree that in the event it is necessary for a party to incur attorneys' fees or other costs in the course of enforcing its rights or the other party's obligations under this Agreement, each party shall pay his own attorney's fees and expenses unless otherwise negotiated.

9. **Conflicts/Amendments:** Notwithstanding any provisions to the contrary in any other documents constituting this Contract, in the event of any conflict between the provisions of this Addendum and any provisions in any other document constituting this Contract, including any rider or any other addendum, the provisions of this Addendum shall control and any contrary provision is hereby deleted. Any amendment or modification to any of the documents constituting this Contract after signing this Addendum shall have no

effect unless in writing and signed by both parties. **BY INITIALING BELOW, IT IS SPECIFICALLY AGREED THAT ALL OTHER DOCUMENTS CONSTITUTING THIS CONTRACT ARE SUBJECT TO THIS ADDENDUM AND MODIFIED TO THE EXTENT NECESSARY TO GIVE FULL EFFECT TO THIS PARAGRAPH.** Artist Please initial: _____

10. **Severability:** If any term, provision or paragraph of this Addendum is held to be invalid, illegal, unenforceable or in conflict with applicable law, the validity, legality and enforceability of the remaining provisions of this Addendum shall not in any way be affected or impaired thereby.

B. SPECIFIC PROVISIONS CONCERNING ARTIST PERFORMANCES

1. **Video Recording/Still Photography:** Artist agrees and consents to the following recordings of the performance: Local news may tape a portion of the performance for nightly news cast. Video recording cameras and devices will be prohibited. Digital, cell phones, and still non-commercial cameras will be accepted. Local newspapers will utilize still photography for newspaper articles. The Lea County Fair and Rodeo also utilizes its own professional photographer(s).

2. **Stage:** The Venue will provide a SAM450 Mobile Stage. Both the stage and roof are sponsored by radio stations and major sponsors and will bear the sponsor's name, logo, and signage. Stairs are on both sides of the stage and are lighted. Stage size is 40' X 40' and wings. Signage will not suggest any affiliation or endorsement by Artist/Producer whether expressly or implicitly. *The signage or sponsorship(s) does not imply the Artist endorses any product or service or said sponsor.*

3. **Merchandise Sales:** An area near the stage will be provided for artist's merchandise sales. One location is all that is utilized for the Fair and Rodeo. Some tables and chairs will be provided. Artist Sells. Artist to pay sales tax. No telephone line will be available for credit card purchases. Artist to supply any special lighting needed for merchandise sales. 80% to Artist on soft merchandise and 20% to Lea County. 90% to artist on CD/DVD's and 10% to Lea County. **Settlement with designated representative / show producer, Linda Brown, 785-635-5316.** Purchaser WILL NOT provide a seller(s) for Artist's Merchandise. If Purchaser is to provide a seller(s), it will be at the sole expense of the Artist. (A minimum of fifty dollars (\$50.00) per seller per show.) **Seller fees are not to be deducted from the Fair and Rodeo's net revenue. Artist to pay all of the sales tax.**

4. **Advertising:** Artist is advertised with numerous other acts throughout the event. There are no individual posters, flyers, etc. with Artist's name on them. Media campaign, coverage, and commercials generally feature ALL artists appearing at the event. Commercials and advertising campaign will NOT require approval of Artist or his/her management before airplay or production. Lea County does not submit marketing plans to any artist or its management. Lea County requests call in and/or on air interview with Artist and co-sponsoring radio stations. **Lea County may announce Artist's impending performances prior to the signing of this Contract to coincide with the printing of the fair posters and fair catalog. Only official photos obtained from the Artist will be used. Artist must autograph the fair posters and a limited number of promotional items as per the original offer/deal points. ALL artists performing on the Main Concert Stage sign these posters as well as a few items for local charities. This is a Lea County Fair tradition. Fair posters contain each individual artist performing at the Fair with his or her approved official photo. The Fair posters are distributed to the major sponsors, used for the youth scholarship program auction, and local charity auction items. Announce date will correspond with and the Lea County Commission Meeting Date of May 25, 2023.**

5. **NO CANCELLATIONS:** NO CANCELLATION OF THIS ENGAGEMENT BY ARTIST IS ACCEPTABLE once advertising has been purchased and put in place on **May 25, 2023**. If the United States is in a Code Red Alert status, Lea County will not be responsible for full payment to Artist if event is cancelled.

6. **COVID-19:** It is mutually understood by both parties that Lea County will provide extra cleaning and sanitizing of areas within the concert and stage areas including, but not limited to: Stage and Stage Stairways, Bleacher Seating, FOH Area, Monitor World, Guitar World, Merchandise Area, Backstage Area, Production Building, and the Catering Area. Hand washing areas, hand sanitizer, and disinfectants will be available in the concert area, especially for the use of the artists, band, crew, drivers, show producer and staff, and fair volunteers, et al. It is also mutually understood that all persons including, but not limited to, artists, band, crew, drivers, et al, are entering the Lea County Fairgrounds at their own risk. Lea County nor Linda Brown / Linda Brown and Associates, LLC bears no responsibility for any type of illness or sickness that anyone entering the fairgrounds may contract or fall ill to. Appropriate signage will be posted throughout the fairgrounds and at the entrance gates.

7. **Inclement Weather:** Artist's Representative and an authorized representative of Lea County will jointly determine whether a performance goes forward as scheduled, is delayed for some period or cancelled in the event of inclement weather. A third party weather official is available for consultation. In the event inclement weather renders the engagement impossible, hazardous or unsafe, the Purchaser agrees to remain liable for the full agreed upon compensation even if such performance is prevented by such weather conditions in consultation with Purchaser and Artist/Producer. *It is the desire of Lea County to provide a safe environment for all persons attending and/or performing at the Lea County Fair and Rodeo.*

8. **Payment:** Artist/Producer will be paid a flat fee for performance. Any deposit required will be paid in accordance with the attached Payment Schedule. All payments will be made by Lea County in the form of a Lea County Check. The balance due under this Contract shall be paid on the date of the performance. Lea County shall not be responsible for commission or additional fees or costs, including but not limited to, the salary or fee of any member of Artist's staff or crew, or any musicians or musical contractors. **Deposits will be paid upon the receipt of the fully executed contract. All show settlements to be made with Linda Brown ONLY.**

Indicate whether the following provisions apply by marking an X:

- No taxes, tickets, manifests, earned percentages, bonuses, or overages apply to this performance.
- No settlement transactions are part of this Agreement. Artist paid a flat guarantee.
- Artist's complimentary gate admission/tickets are to be advanced through show producer, **Linda Brown, 785-635-5316 – General Gate Admission. There is NO reserved seating.**
- Ticket count is not applicable. **There is no Pre-Sale or On Sale dates. No advanced tickets. This is a FREE Show.**
- Artists to wear their own credentials. **ALL other credentials to be issued by Linda Brown and Associates, Linda Brown, Show Producer/Promoter, per show advancement.**

9. **Taxes:** Artist/Producer assumes full and complete responsibility for collection and payment of any of its own pension payments, employment taxes and Artist/Producer's insurance, including but not limited to, local, state and federal withholding, unemployment and worker's compensation taxes and insurance and any union dues for Artist and Artist's musicians, employees and other agents. (Producer, Artist, and Producer's employees.)

10. **Security/Stagehands/Runners:** Fair-goers are able to walk the grounds all day. Fair staff and uniformed security will patrol the area to keep visitors from the stage area. However, the location can never be completely "closed off" due to the set-up of the fairgrounds and the opening times of the fair gates. Runner(s) and Lea County owned vehicle(s) will be provided from load in through load out of the show. Lea County provides adequate security. The Fair utilizes a private security company and uniformed Sheriff's Deputies.

NOTE: Due to the recent activities of protesters, both peaceful and violent, which have occurred throughout the United States of America, Lea County will make every effort to protect all persons attending the Lea County Fair and Rodeo including, but not limited to Artists, Band, Crew, Drivers, Booking Agency Staff, Fair Volunteers, Vendors, Other Performers, Fair Patrons, et al. It should be noted there has been NO such activity in Lea County as of this writing. The Backstage area is fenced and secured. LED Screens and a Public Address System can also be utilized to provide additional information to all attendees. All persons entering the Lea County Fairgrounds must understand there is always an inherent risk factor.

11. **Lighting and Sound:** Every effort will be made to provide requested equipment; however, some substitutions may be necessary. NO OPERATOR will be provided to operate the sound equipment, cd player or iPad for Artist. Professional engineers will be available to assist/operate the professional sound, lighting, and video equipment for national touring artists. Production advancement must be made with the professional production company.

Video Walls with Fair and Rodeo Sponsors & Logos: Two video walls are set up with the Fair and Rodeo sponsors names and logos that play continuously prior to the concert. They do not construe any endorsement or attachment to the artist(s) performing on the main concert stage. This does not require approval of the artist(s) or artist management companies.

12. **Dressing Rooms/Production Office:** There are NO dressing rooms or production office available. All information regarding dressing rooms and production office is NOT applicable to the Lea County Fair and Rodeo. There are no onsite showers available. Artists and crews to use hotel rooms and tour buses as dressing rooms. Tour Manager is welcome to share the Fair's production office with Linda Brown and Associates, LLC, in a portable building located directly behind the stage.

13. **Hospitality/Catering:** *Lea County will not pay for or provide alcohol to Artist/Producer under any circumstances. Alcohol consumption is NOT permitted on the stage during the performance, before, or after the performance. There is no alcohol or beer license for the stage or backstage area. NO EXCEPTIONS.* Notwithstanding anything specified elsewhere in Artist's Rider, food and beverages to be provided by Lea County will be limited to the following: Some bottled water; an assortment of soft drinks, juices, and ice, and twelve (12) stage towels. Breakfast is not part of this Contract unless load-in occurs in the early morning hours. Artist will be provided with an adequate number of meal tickets to cover the cost of lunch and dinner meals as requested upon arrival. Catering and hospitality to be advanced with the show producer, **Linda Brown and Associates, LLC, Linda Brown. 785-635-5316 linda@lindabrownandassociates.com or lbaentertainment@vahoo.com**

14. **Airfare:** Not Applicable. Any and all airfare is the sole responsibility of the Artist.

15. **Hotel Accommodations:** If applicable, any hotel accommodations to be provided by Lea County shall be specified on the attached Payment Schedule.

16. **Parking:** Bus and trailer parking will be as close to the stage as possible. There is limited space on a paved area in the concert area. Shore power is not available. **Advance with Linda Brown for parking and entrance gate instructions.**

17. **Contact:** Please advance the date and any questions regarding the venue with the designated show producer, **Linda Brown at 785-635-5316.**

18. **DB Limit:** The maxium decibel limit on the Fairgrounds is 105 db.

19. No Music Performance Royalties will be paid by the Booking Agent or Show Promoter. All obligations in connection with the performance are the sole responsibility of the Purchaser. Purchaser is responsible for all applicable licenses.

20. Festival Style lighting, stage, roof, and sound production to be provided by the venue including a general labor call. Specific requests may not be possible as the production is pre-set for all artists that perform at the Fair. Shore power is not available. Advancement is to be made with the Professional Lighting and Sound Company. Contract Information:

Epicenter Productions LLC
Zach Crisp, Engineer
214-632-4944
zach@epicenterproductions.net

NOTE: Sound check must be finished by 5:00 p.m. to accommodate the PRCA Rodeo.
No sound checks before 1:30 p.m. to accommodate the Livestock Events.

21. Meet and Greet with Fair Officials, Committee Members, County Officials, VIP Sponsors, and Media winners is required per the engagement offer. Forty (40) Meet and Greet participants. Artist to please provide Meet and Greet passes. ALL Fair Meet and Greets are at 8:30 p.m. A professional photographer is utilized. Meet and Greet participants can download their photos from the Fair's website, at no charge, within 24 hours following the event.
22. All Fair and Rodeo main stage concerts are **Free** with Fair gate admission. There is **No Reserved seating. (Standing Room Only and limited Bleacher Seating is available.)**
23. Local, Regional, and National sponsors are part of the Fair and Rodeo. Approval of the individual sponsor, title sponsor, or main stage sponsor, does not require any approval from the Artist or his/her management. The presenting radio station for the Fair and Rodeo is KIX 103, 102.9, a Noalmark Broadcasting Corporation. No sponsorships infer the Artist is endorsing any product or service.
24. Autograph signing will be at the discretion of the Artist. Security will be provided by the Purchaser if the Artist chooses to sign following the performance.
25. **This Addendum supersedes all verbal and written contracts and riders.**

NOTE: Every effort will be made to accommodate the artist, band and crew, but some substitutions made be necessary. The Lea County Fair is in an isolated area. All Contracts must be approved by the Lea County Commission in a public advertised meeting, per New Mexico State Law. This contract is scheduled and approved at the May 25, 2023 Lea County Commission Meeting. ALL main stage artists for the 2023 Lea County Fair and Rodeo and Hispanic Heritage Celebration are approved and announced at this meeting. Because this is a public meeting, certain aspects of the Contract, Rider, and Addendum become public information as the Fair and Rodeo are funded with tax dollars / public funds.

A. The Fairgrounds are owned by Lea County. The Lea County Commission oversees the property. The Fairgrounds are up to all codes and meets the New Mexico state laws for compliance. The Lea County Commission purchases rain event insurance for all concerts, and Lea County is financially solvent and secure regarding purchasing the Artist.

- B. "Doors" are not part of this Contract. The Fair gates open at various times during the event duration depending upon exhibit shows, livestock shows, and the livestock sale. Security is in place, and the concert area is a secure part of the grounds, but there is no way to completely "close off" the fairgrounds or the concert area. The Backstage area is a fenced area within the Fairgrounds.
- C. Concert area is on an asphalt area next to the Rodeo Arena. Additional flooring is Not part of this Contract. All lighting that can safely be eliminated during the concert will be turned off. There is permanent lighting that cannot be turned off. Carnival lighting, food vendor, and food court area, will remain on as well as parking lot lighting.
- D. **Purchaser's Representative: Linda Brown of Linda Brown and Associates, LLC**
Staff members will also be present to assist with the show. We will manage all aspects of the stage and the backstage area. All settlements including show settlement and merchandise will be made with Linda Brown. It is duly noted that Linda Brown / Linda Brown and Associates, LLC acts as an Agent and Talent Buyer for the Purchaser. Linda Brown, et. al. / Linda Brown and Associates, LLC is in no way responsible for any loss of profits or liable for any aspect of this performance, the Contract, Rider, Purchaser's Addendum, or additional documents.
- E. Fair officials and the presenting radio station Emcee will make announcements and acknowledge the major sponsors prior to the concert performance. Walk up music cannot be played until after the PRCA Rodeo performance ends.

Please signify your acceptance of and agreement with the terms and conditions contained herein by signing in the appropriate space below.

AGREED AND ACCEPTED ON THE DATES SET FORTH BELOW.

"PRODUCER" / "ARTIST"

_____ Date: _____

Printed Name: _____

"PURCHASER"
"LEA COUNTY"

Lea County Board of County Commissioners

BY: _____ Date: _____
Dean Jackson, Lea County Commission Chairman, or
Michael Gallagher, Lea County Manager

PAYMENT SCHEDULE

CONTRACT WITH: **FOR KING + COUNTRY**

EIN or SSN: W-9 Forms to follow and to become part of the Contract.

EIN for Artist: 45-3548573

Performance Date(s): Wednesday, August 9, 2023

Total Fee: \$ 125,000.00 (One hundred twenty-five thousand dollars) – Flat Guarantee

Deposit Amount: \$ 62,500.00 (Sixty-two thousand five hundred dollars)

Deposit Due By: July 9, 2023 (Note: Deposits are paid only after receiving a fully executed contract.)

Make all Deposit checks payable to: **Jeff Roberts Agency**

Address:

**Jeff Roberts Agency
Attention: Rhonda Hunt / Joe Piver
174 Saundersville Road, Suite 702
Hendersonville, TN 37075
615-859-7040**

Notation on Check: For King + Country – Lea County Fair – August 9, 2023

**Balance of contract to be paid to: KING & COUNTRY, LLC
\$62,500.00 (Sixty-two thousand five hundred dollars.)**

Contract Fee paid at the time of the performance unless otherwise specified.

AIRFARE: Yes No – NOT Applicable to this Contract.

Details/Limits: Round trip Airfare (Regular Economy Class or equivalent) from _____ to Hobbs NM will be purchased by Lea County and advanced to _____. Any additional airfare charges such as upgrades, luggage fees, and any other charge incurred will be the sole responsibility of the Artist.

GROUND TRANSPORTATION: YES, to be provided by Lea County. (Includes runners and vehicles at no cost to the Artist.)

HOTEL/CATERING ACCOMMODATIONS: YES NO

Details/Limits: Hotel rooms will be furnished by Lea County. Hotel will be of average amenities. Hotel may be in Lovington or Hobbs. Lea County reserves the right to change the Hotel in its sole discretion. Please advance room information with the designated show producer:

Linda Brown – 785-635-5316 linda@lindabrownandassociates.com

Hotel Rooms: Twelve (12) Double Queen Hotel Rooms, all Non-Smoking for Tuesday, August 8, 2023 and Wednesday, August 9 with check out on Thursday, August 10, 2023. Note: Rooms are for two (2) nights. Any changes are to be advanced with Linda Brown.

Hotel Rooms placed under: Mark “Chico” DiCicco

NOTE: This show is a FLY date. (As of May 20, 2023. Subject to Change.)

Catering: To be advanced closer to the show date. Advance ALL catering requests with Linda Brown – 785-635-5316 linda@lindabrownandassociates.com



CONFIRMED DATE: March 1, 2023 CONTRACT DATE: May 18, 2023
11211 Quail Pass / San Antonio, Texas 78249
(210)710-5663 / rodriguezmusic@aol.com

This Contract is made by and between the Lea County Board of County Commissioners, Dean Jackson Commission Chairman, and JROD Music and Events, LLC, Joseph Rodriguez, Owner Agent.

This Contract is for the Musical Services of **LOS INVASORES DE NUEVO LEON** and **LOS RIELEROS DEL NORTE**

PAYMENT: TOTAL CONCERT FEE is \$120,000.00 (One Hundred Twenty Thousand Dollars)
50% Deposit should be made to **JROD MUSIC and Events LLC**.
Once Contract is signed, ALL Advertising may start on May 25, 2023.
Deposit due by June 7, 2023.

DATE & TIME OF PERFORMANCE: August 4, 2023.

Los Invasores De Nuevo Leon – One (1)-90 Minute Set 9:00 pm -10:30 pm MST

Los Rieleros Del Norte – One (1) - 90-minute set 7:00 pm-8:30 pm MST

ADVERTISING: Los Invasores De Nuevo Leon and Los Rieleros del Norte: Co- Headline will receive Billing in ALL *press releases, advertisements and other publicity including but not limited to Radio, Television, Newspaper, Programs, Flyers, Signs, Lobby Boards and Marquees. No other Name or Photograph shall appear in Larger type with respect to size, thickness, boldness. The Official photograph to be used in all publications and or advertisements.*

****Subject to Lea County Purchaser's Addendum.**

Force Majeure: Artist's obligation to furnish the Musical Performance hereunder, or any portion thereof referred to herein, is subject to detention or prevention by sickness, inability to perform, accidents, means of transportation, acts of God, riots, strikes, labor difficulties, epidemics, any act of order of public authority, or any cause similar or dissimilar beyond ARTIST'S control which, in ARTIST'S sole determination would prevent or interfere with presentation of the PERFORMANCE. **** Subject to Lea County Purchaser's Addendum**

INCLEMENT WEATHER: ARTIST'S obligations hereunder shall be excused, and ARTIST shall have no liability to PURCHASER if ARTIST determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary) PURCHASER shall remain liable to ARTIST for the FULL contract price.

**** Subject to Lea County Purchaser's Addendum**

CHANGE OF LAW FORUM: In the event of any default, dispute, or any Breach of this Agreement requiring court action the prevailing party shall be entitled to recover reasonable attorney's fees, expensed and court costs. The parties hereto consent to venue in Lea County State of New Mexico. **** Subject to Lea County Purchaser's Addendum**

MISCELLANEOUS: PURCHASER shall secure and continually maintain comprehensive general liability insurance, (with financially responsible insurance company, as respects to each concert event, facility and site of performance(including without limitation, load-in, load-out) to protect against any and all bodily injury, property damage, personal injury any claims related to THE American Disabilities Act and third party claims in the enforceable amount of not less than ONE MILLION DOLLARS(\$1,000,000) per occurrence with any deductible to paid PURCHASER. PURCHASER further agrees to provide full all-risks insurance coverage for all equipment and instruments provided by ARTIST and/or his employees, contractors, and agents against fire, vandalism, theft, riot, or any other type of act or event causing harm or damage to, or loss of, the instruments and equipment provided.

**** Subject to Lea County Purchaser's Addendum**

HOTEL: Los Invasores De Nueon Leon: Three (3) King Single "Star" Hotel Rooms; Eight (8) Double Queen Hotel Rooms; **ALL Non-smoking.** Rooms are for two (2) Nights: Thursday, August 3, 2023 and Friday, August 4, 2023, with check out on Saturday, August 5.

Los Rieleros Del Norte: Seven (7) King Single Rooms; Five (5) Double Queen Hotel Rooms **ALL Non-Smoking;** Rooms are for two (2) Nights: Thursday, August 3, 2023 and Friday, August 4, 2023, with check out on Saturday, August 5.

Joseph Rodriguez – One (1) King Single **Non-Smoking** Hotel Room for two (2) nights; Thursday, August 3, 2023 and Friday, August 4, 2023, with check out on Saturday, August 5.

Fernando Sanchez – One (1) King Single **Non-Smoking** Hotel Room for two (2) nights; Thursday, August 3, 2023 and Friday, August 4, 2023, with check out on Saturday, August 5.

PUT ALL ROOMS UNDER: JOSEPH RODRIGUEZ / FERNANDO SANCHEZ

TRANSPORTATION: Los Invasores De Nuevo Leon - Runners required
Los Rieleros Del Norte – Runners required
**** Subject to Lea County Purchaser's Addendum**

Catering: Los Invasores De Nuevo Leon: 21 people
Los Rieleros Del Norte: 16 people

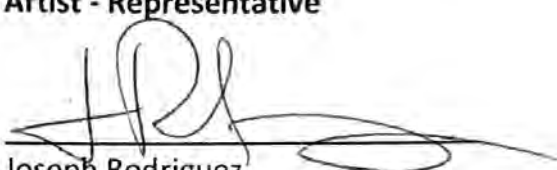
Day of Show Contact: Fernando Sanchez 210-385-0515 or Joseph Rodriguez 210-710-5663
Per Advance with Linda Brown 785-635-5316

Purchaser – Lea County Commission

Dean Jackson
Lea County Commission Chairman or
Michael Gallagher, County Manager

DATE

Artist - Representative



Joseph Rodriguez
JROD Music and Events



DATE

NOTE: **See Lea County Purchaser's Addendum

RIDER for Sound and Lighting will follow.

Please advance production with: Zach Crisp – Epicenter Productions
zach@epicenterproductions.net
214-632-4944

RIDER for Catering and Security will follow.

Please advance the show schedule and all questions with:
Linda Brown – Linda Brown and Associates, LLC
linda@lindabrownandassociates.com
785-635-5316

**LEA COUNTY ADDENDUM – “B” – Purchaser’s Addendum
TO ALL FAIR GROUNDS CONTRACTS/RIDERS**

This “Addendum” is hereby incorporated into and made an integral part of the contract specified below. The terms of this Addendum are material to, and an essential component of the consideration pursuant to which “Lea County” (defined below) enters into the specified contract.

Specified contract to which this Addendum is incorporated:

**JROD MUSIC AND EVENTS, LLC F/S/O LOS INVASORES DE NUEVO LEON and
LOS RIELEROS DEL NORTE**

The above specified contract, including any riders or other attachments thereto, and this Addendum are collectively referred to in this Addendum as “this Contract”.

A. GENERAL PROVISIONS

1. **Parties:** The Lea County Board of County Commissioners, which may be abbreviated and referred to as “Lea County” or “Purchaser” is the real party in interest and the contracting party. Notwithstanding any references in any documents constituting this Contract to any board, committee or individual as the contracting party, the only party intended to be bound is Lea County. To be valid and enforceable, this Contract must be signed by an authorized representative of Lea County. The other contracting party is referred to in this Addendum as “Producer” or “Artist” or (Artist.) **JROD MUSIC AND EVENTS F/S/O LOS INVASORES DE NUEVO LEON AND LOS RIELEROS DEL NORTE**

2. **Independent Contractor:** Artist/Producer is an independent contractor. No other relationship with Lea County is created by this Contract. Artist/Producer and Lea County are not partners or joint venturers, and Artist is not an employee of Lea County for any purpose.

3. **Payment:** Lea County shall be obligated to pay only such amounts as are authorized and approved by the Board of County Commissioners, per contract face. ***Deposits and Final Payment will only be made after Lea County receives the fully executed contract from Artist/Producer.***

4. **Insurance:**

(a) **Obligations of Lea County:** Lea County carries general liability insurance in amounts determined pursuant to New Mexico law. Lea County shall not be required to increase the limits on such liability insurance or obtain additional insurance pursuant to this Contract. If specifically required by other provisions of this Contract, such persons so specified shall be considered additional insureds under Lea County’s applicable general liability insurance policy. A certificate of insurance shall be provided upon request day of show.

(b) **Obligations of Artist/Producer:** The Producer shall maintain its current insurance policy and provide a COI evidencing such, upon a separate written request. The following additional provisions apply:

The Artist/Producer and any subcontractors shall maintain the following insurance coverages with a quality company, written on an occurrence basis, issued by a company licensed to transact business in the State of New Mexico during the life of this Contract, and shall furnish Lea County with certificates of insurance that shall also include insurance deductibles, if applicable. The certificates shall name the Lea County Board of County Commissioners, its commissioners, officers, agents and employees as additional insureds, providing coverage against any and all

claims and demands made by a person or persons whomsoever for property damages or bodily or personal injury (including death) incurred in connection with the services to be provided under this Contract, with respect to the Commercial General Liability coverage and Automobile Liability coverage. **With respect to the Workers' Compensation coverage, Artist shall waive rights of subrogation** against Lea County and its officers, agents, employees and volunteers.

Amounts of insurance:

- i. General liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- ii. Automobile insurance in the amount of \$1,000,000.00 with auto symbol 1, or 7, 8, or 9.
- iii. Workers Compensation insurance as required by state statute.
- iv. Professional liability in the amount of \$1,000,000.00 each claim and \$2,000,000.00 aggregate.

All insurance shall remain in full force and effect for the entire term of this Contract or until the contemplated performance is completed. Artist will ensure that sub-contractors (if any) carry the same insurance coverages as listed above.

If applicable and required by law, Purchaser requests that Artist/Producer's certificates of insurance contain the following statement:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail a 30-day written notice to Lea County, attn: County Manager, 100 North Main Street, Suite 4, Lovington, New Mexico, 88260. The telephone number is (575)-396-8604."

5. **Insurance of Property:** Lea County specifically disclaims any obligation to insure the property of Artist against any loss, theft or damage, except any coverage available under any applicable terms of the general liability insurance policy referenced in the previous paragraph. Artist/Producer is solely responsible for insurance for any instruments, vehicles or other equipment provided by Artist/Producer or Artist's/Producer's employees or agents. Lea County assumes no liability whatsoever for same.

6. **Indemnification/Sovereign Immunity:** Any duty of Lea County to indemnify any party or pay any claims arising out of or related to the performance of this Contract is subject to the immunities, provisions and limitations of the Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978 and Section 56-7-1 NMSA 1978, and any amendments thereto as required by law.

7. **Governing Law:** This Contract is deemed to be executed and delivered within the State of New Mexico, and shall be construed, interpreted, and applied in accordance with the laws of the State of New Mexico, without regard to its conflict of laws principles.

8. **Venue, Attorneys' Fees:** Each party consents to the exclusive jurisdiction of the federal and state courts located in New Mexico in connection with any action arising out of, related to, or to enforce this Contract and such courts shall be the exclusive forum for resolution of such disputes. Venue for any claim or causes of action brought under this Contract shall be in the federal and state courts including Lea County, New Mexico. The parties further agree that in the event it is necessary for a party to incur attorneys' fees or other costs in the course of enforcing its rights or the other party's obligations under this Agreement, the prevailing party shall be entitled to recover all such costs and expenses, including its reasonable attorneys' fees.

9. **Conflicts/Amendments:** Notwithstanding any provisions to the contrary in any other documents constituting this Contract, in the event of any conflict between the provisions of this Addendum and any provisions in any other document constituting this Contract, including any rider or any other addendum, the provisions of this Addendum shall control and any contrary provision is hereby deleted. Any amendment or modification to any of the documents constituting this Contract after signing this Addendum shall have no effect unless in writing and signed by both parties. **BY INITIALING BELOW, IT IS SPECIFICALLY AGREED THAT ALL OTHER DOCUMENTS CONSTITUTING THIS CONTRACT ARE SUBJECT TO THIS ADDENDUM AND MODIFIED TO THE EXTENT NECESSARY TO GIVE FULL EFFECT TO THIS PARAGRAPH.**

Artist Representative Please Initial: _____



10. **Severability:** If any term, provision or paragraph of this Addendum is held to be invalid, illegal, unenforceable or in conflict with applicable law, the validity, legality and enforceability of the remaining provisions of this Addendum shall not in any way be affected or impaired thereby.

B. **SPECIFIC PROVISIONS CONCERNING ARTIST PERFORMANCES**

1. **Video Recording/Still Photography:** Artist agrees and consents to the following recordings of the performance: Local news may tape a portion of the performance for nightly news cast. Video recording cameras and devices will be prohibited. Digital, cell phones, and still non-commercial cameras will be accepted. Local newspapers will utilize still photography for newspaper articles.

2. **Stage:** The Venue will provide a SAM450 Mobile Stage. Both the stage and roof are sponsored by radio stations and major sponsors and will bear the sponsor's name, logo, and signage. Stairs are on both sides of the stage and are lighted. Stage size is 40' X 40' and wings. Signage will not suggest any affiliation or endorsement by Artist/Producer whether expressly or implicitly. *The signage or sponsorship(s) does not imply the Artist endorses any product or service or said sponsor.*

3. **Merchandise Sales:** An area near the stage will be provided for artist's merchandise sales. One location is all that is utilized for the Fair and Rodeo. Some tables and chairs will be provided. Artist Sells. Artist to pay sales tax. No telephone line will be available for credit card purchases. Artist to supply any special lighting needed for merchandise sales. 80% to Artist on soft merchandise and 20% to Lea County. 90% to artist on CD/DVD's and 10% to Lea County. **Settlement with designated representative / show producer, Linda Brown, 785-635-5316.** Purchaser WILL NOT provide a seller(s) for Artist's Merchandise. If Purchaser is to provide a seller(s), it will be at the sole expense of the Artist. (A minimum of fifty dollars (\$50.00) per seller per show.) **Seller fees are not to be deducted from the Fair and Rodeo's net revenue. Artist to pay all of the sales tax.**

4. **Advertising:** Artist is advertised with numerous other acts throughout the event. There are no individual posters, flyers, etc. with Artist's name on them. Media campaign, coverage, and commercials generally feature ALL artists appearing at the event. Commercials and advertising campaign will NOT require approval of Artist or his/her management before airplay or production. Lea County does not submit marketing plans to any artist or its management. Lea County requests call in and/or on air interview with Artist and co-sponsoring radio stations. **Lea County may announce Artist's impending performances prior to the signing of this Contract to coincide with the printing of the fair posters and fair catalog. Only official photos obtained from the Artist will be used. Artist must autograph the fair posters and a limited number of promotional items as per the original offer/deal points. ALL artists performing on the Main Concert Stage sign these posters as well as a few items for local charities. This is a Lea County Fair tradition. Fair posters contain each individual artist performing at the Fair with his or her approved official photo. The Fair posters are distributed to the major sponsors, used for the youth scholarship program auction, and local charity auction items. Announce date will correspond with and the Lea County Commission Meeting Date of May 25, 2023.**

5. **NO CANCELLATIONS:** NO CANCELLATION OF THIS ENGAGEMENT BY ARTIST IS ACCEPTABLE once advertising has been purchased and put in place on **May 25, 2023**. If the United States is in a Code Red Alert status, Lea County will not be responsible for full payment to Artist if event is cancelled.

6. **COVID-19:** It is mutually understood by both parties that Lea County will provide extra cleaning and sanitizing of areas within the concert and stage areas including, but not limited to: Stage and Stage Stairways, Bleacher Seating, FOH Area, Monitor World, Guitar World, Merchandise Area, Backstage Area, Production Building, and the Catering Area. Hand washing areas, hand sanitizer, and disinfectants will be available in the concert area, especially for the use of the artists, band, crew, drivers, show producer and staff, and fair volunteers, et al. It is also mutually understood that all persons including, but not limited to, artists, band, crew, drivers, et al, are entering the Lea County Fairgrounds at their own risk. Lea County nor Linda Brown / Linda Brown and Associates, LLC bears no responsibility for any type of illness or sickness that anyone entering the fairgrounds may contract or fall ill to. Appropriate signage will be posted throughout the fairgrounds and at the entrance gates.

7. **Inclement Weather:** Artist's Representative and an authorized representative of Lea County will jointly determine whether a performance goes forward as scheduled, is delayed for some period or cancelled in the event of inclement weather. A third party weather official is available for consultation. In the event inclement weather renders the engagement impossible, hazardous or unsafe, the Purchaser agrees to remain liable for the full agreed upon compensation even if such performance is prevented by such weather conditions in consultation with Purchaser and Artist/Producer. ***It is the desire of Lea County to provide a safe environment for all persons attending and/or performing at the Lea County Fair and Rodeo.***

8. **Payment:** Artist/Producer will be paid a flat fee for performance. Any deposit required will be paid in accordance with the attached Payment Schedule. All payments will be made by Lea County in the form of a Lea County Check. The balance due under this Contract shall be paid on the date of the performance. Lea County shall not be responsible for commission or additional fees or costs, including but not limited to, the salary or fee of any member of Artist's staff or crew, or any musicians or musical contractors. **Deposits will be paid upon the receipt of the fully executed contract. All show settlements to be made with Linda Brown ONLY.**

Indicate whether the following provisions apply by marking an X:

- No taxes, tickets, manifests, earned percentages, bonuses, or overages apply to this performance.
- No settlement transactions are part of this Agreement. Artist paid a flat guarantee.
- Artist's complimentary gate admission/tickets are to be advanced through show producer, **Linda Brown, 785-635-5316 – General Gate Admission. There is NO reserved seating.**
- Ticket count is not applicable. **There is no Pre-Sale or On Sale dates. No advanced tickets.**
- Artists to wear their own credentials. **ALL other credentials to be issued by Linda Brown and Associates, Linda Brown, Show Producer/Promoter, per show advancement.**

9. **Taxes:** Artist/Producer assumes full and complete responsibility for collection and payment of any of its own pension payments, employment taxes and Artist/Producer's insurance, including but not limited to, local, state and federal withholding, unemployment and worker's compensation taxes and insurance and any union dues for Artist and Artist's musicians, employees and other agents. (Producer, Artist, and Producer's employees.)

10. **Security/Stagehands/Runners:** Fair-goers are able to walk the grounds all day. Fair staff and uniformed security will patrol the area to keep visitors from the stage area. However, the location can never be completely "closed off" due to the set-up of the fairgrounds and the opening times of the fair gates. Runner(s) and Lea County owned vehicle(s) will be provided from load in through load out of the show. Lea County provides adequate security. The Fair utilizes a private security company and uniformed Sheriff's Deputies.

NOTE: Due to the recent activities of protesters, both peaceful and violent, which have occurred throughout the United States of America, Lea County will make every effort to protect all persons attending the Lea County Fair and Rodeo including, but not limited to Artists, Band, Crew, Drivers, Booking Agency Staff, Fair Volunteers, Vendors, Other Performers, Fair Patrons, et al. It should be noted there has been NO such activity in Lea County as of this writing. The Backstage area is fenced and secured. LED Screens and a Public Address System can also be utilized to provide additional information to all attendees. All persons entering the Lea County Fairgrounds must understand there is always an inherent risk factor.

11. **Lighting and Sound:** Every effort will be made to provide requested equipment; however, some substitutions may be necessary. NO OPERATOR will be provided to operate the sound equipment, cd player or iPad for Artist. Professional engineers will be available to assist/operate the professional sound, lighting, and video equipment for national touring artists. Production advancement must be made with the professional production company. (See Item 19 for production contact information.)

Video Walls with Fair and Rodeo Sponsors & Logos: Two video walls are set up with the Fair and Rodeo sponsors names and logos that play continuously prior to the concert. They do not construe any endorsement or attachment to the artist(s) performing on the main concert stage. This does not require approval of the artist(s) or artist management companies.

12. **Dressing Rooms/Production Office:** There are NO dressing rooms or production office available. All information regarding dressing rooms and production office is NOT applicable to the Lea County Fair and Rodeo. There are no onsite showers available. Artists and crews to use hotel rooms and tour buses as dressing rooms. Tour Manager is welcome to share the Fair's production office with Linda Brown and Associates, LLC, in a portable building located directly behind the stage.

13. **Hospitality/Catering:** *Lea County will not pay for or provide alcohol to Artist/Producer under any circumstances.* Alcohol consumption is NOT permitted on the stage during the performance, before, or after the performance. There is no alcohol or beer license for the stage or backstage area. NO EXCEPTIONS. Notwithstanding anything specified elsewhere in Artist's Rider, food and beverages to be provided by Lea County will be limited to the following: Some bottled water; an assortment of soft drinks, juices, and ice, and twelve (12) stage towels. Breakfast is not part of this Contract unless load-in occurs in the early morning hours. Artist will be provided with an adequate number of meal tickets to cover the cost of lunch and dinner meals as requested upon arrival. Catering and hospitality to be advanced with the show producer, **Linda Brown and Associates, LLC, Linda Brown. 785-635-5316 linda@lindabrownandassociates.com or lbaentertainment@yahoo.com**

14. **Airfare:** Not Applicable. Any and all airfare is the sole responsibility of the Artist.

15. **Hotel Accommodations:** If applicable, any hotel accommodations to be provided by Lea County shall be specified on the attached Payment Schedule.

16. **Parking:** Bus and trailer parking will be as close to the stage as possible. There is limited space on a paved area in the concert area. Shore power is not available. **Advance with Linda Brown for parking and entrance gate instructions.**

17. **Contact:** Please advance the date and any questions regarding the venue with the designated show producer, **Linda Brown at 785-635-5316.**

18. **DB Limit:** The maximum decibel limit on the Fairgrounds is 105 db.

19. No Music Performance Royalties will be paid by the Booking Agent or Show Promoter. All obligations in connection with the performance are the sole responsibility of the Purchaser. Purchaser is responsible for all applicable licenses.

20. Festival Style lighting, stage, roof, and sound production to be provided by the venue including a general labor call. Specific requests may not be possible as the production is pre-set for all artists that perform at the Fair. Shore power is not available. Advancement is to be made with the Professional Lighting and Sound Company. Contract Information:

Epicenter Productions LLC
Zach Crisp, Engineer
214-632-4944
zach@epicenterproductions.net

NOTE: Sound check must be finished by 5:00 p.m.

21. Meet and Greet with Fair Officials, Committee Members, County Officials, VIP Sponsors, and Media winners is required per the engagement offer. Artist to please provide Meet and Greet passes. Meet and Greet will be scheduled in the final advance with Linda Brown and Joey Rodriguez for each artist. A professional photographer is utilized. Meet and Greet participants can download their photos from the Fair's website, at no charge, within 24 hours following the event.
22. All Fair and Rodeo main stage concerts are **Free** with Fair gate admission. There is **No Reserved seating. (Standing Room Only and limited Bleacher Seating is available.)**
23. Local, Regional, and National sponsors are part of the Fair and Rodeo. Approval of the individual sponsor, title sponsor, or main stage sponsor, does not require any approval from the Artist or his/her management. The presenting radio station for the Fair and Rodeo is KIX 103, 102.9, a Noalmark Broadcasting Corporation. No sponsorships infer the Artist is endorsing any product or service.
24. Autograph signing will be at the discretion of the Artist. Security will be provided by the Purchaser if the Artist chooses to sign following the performance.
25. **This Addendum supersedes all verbal and written contracts and riders.**

NOTE: Every effort will be made to accommodate the artist, band and crew, but some substitutions made be necessary. The Lea County Fair is in an isolated area. All Contracts must be approved by the Lea County Commission in a public advertised meeting, per New Mexico State Law. This contract was scheduled and approved at the May 25, 2023 Lea County Commission Meeting. ALL main stage artists for the 2023 Lea County Fair and Rodeo and Hispanic Heritage Celebration are approved at this meeting. Because this is a public meeting, certain aspects of the Contract, Rider, and Addendum become public information as the Fair and Rodeo are funded with tax dollars / public funds.

- A. The Fairgrounds are owned by Lea County. The Lea County Commission oversees the property. The Fairgrounds are up to all codes and meets the New Mexico state laws for compliance. The Lea County Commission purchases rain event insurance for all concerts, and Lea County is financially solvent and secure regarding purchasing the Artist.
- B. "Doors" are not part of this Contract. The Fair gates open at various times during the event duration depending upon exhibit shows, livestock shows, and the livestock sale. Security is in place, and the concert area is a secure part of the grounds, but there is no way to completely "close off" the fairgrounds or the concert area. The Backstage area is a fenced area within the Fairgrounds.
- C. Concert area is on an asphalt area next to the Rodeo Arena. Additional flooring is Not part of this Contract. All lighting that can safely be eliminated during the concert will be turned off. There is permanent lighting that cannot be turned off. Carnival lighting, food vendor, and food court area, will remain on as well as parking lot lighting.
- D. **Purchaser's Representative: Linda Brown of Linda Brown and Associates, LLC**
Staff members will also be present to assist with the show. We will manage all aspects of the stage and the backstage area. All settlements including show settlement and merchandise will be made with Linda Brown.
- E. Fair officials and the presenting radio station Emcee will make announcements and acknowledge the major sponsors prior to the concert performance. Walk up music cannot be played until after the PRCA Rodeo performance ends.

Please signify your acceptance of and agreement with the terms and conditions contained herein by signing in the appropriate space below.

AGREED AND ACCEPTED ON THE DATES SET FORTH BELOW.

"PRODUCER" / "ARTIST"



Date: May 18, 2023

Printed Name: **Joseph Rodriguez, JROD MUSIC AND EVENTS, LLC**

"PURCHASER"
 "LEA COUNTY"

Lea County Board of County Commissioners

BY: _____
Dean Jackson, Lea County Commission Chairman, or
Michael Gallagher, Lea County Manager

Date: _____

PAYMENT SCHEDULE

CONTRACT WITH: **JROD MUSIC AND EVENTS / JOSEPH RODRIGUEZ**

**F/S/O LOS INVASORES DE NUEVO LEON AND
LOS RIELEROS DEL NORTE**

EIN or SSN: 87-1627905

Performance Date(s): Friday, August 4, 2023

Total Fee: \$ 120,000.00 (One hundred twenty thousand dollars) – Flat Guarantee

Deposit Amount: \$ 60,000.00 (thousand dollars)

Deposit Due By: June 7, 2023 (Note: Deposits are paid only after receiving a fully executed contract.)

Make all **Deposit** checks payable to: **JROD MUSIC AND EVENTS, LLC**

FINAL PAYMENT: Balance of contract to be paid to: **JROD MUSIC AND EVENTS, LLC \$60,000.00 (Sixty Thousand Dollars)** The Lea County Treasurer's check will be **CASHED** at the venue by Joseph Rodriguez. *CASH is an essential part of this contract and must be made available.* It is the sole responsibility of Joseph Rodriguez to pay the deposit and final payment to the artists. **Contract Fee paid at the time of the performance unless otherwise specified.**

Address:

**JROD MUSIC AND EVENTS
Attention: Joseph Rodriguez
5202 Texana, Suite 419
San Antonio, Texas 78249**

Notation on Check: **Los Invasores De Nuevo and Los Rieleros Del Norte
Hispanic Heritage Day / Lea County Fair – August 4, 2023**

AIRFARE: Yes No – **NOT Applicable to this Contract.**

Details/Limits: Round trip Airfare (Regular Economy Class or equivalent) from _____ to Hobbs NM will be purchased by Lea County and advanced to _____. Any additional airfare charges such as upgrades, luggage fees, and any other charge incurred will be the sole responsibility of the Artist.

GROUND TRANSPORTATION: YES, to be provided by Lea County. (Includes runners and vehicles at no cost to the Artist.)

HOTEL/CATERING ACCOMMODATIONS: X YES NO

Details/Limits: Hotel rooms will be furnished by Lea County. Hotel will be of average amenities. Hotel may be in Lovington or Hobbs. Lea County reserves the right to change the Hotel in its sole discretion. Please advance room information with the designated show producer:

Linda Brown – 785-635-5316 linda@lindabrownandassociates.com

**Hotel Rooms: Put ALL Rooms under:
JOSEPH RODRIGUEZ / FERNANDO SANCHEZ**

LOS INVASORES DE NUEON LEON: Three (3) King Single “Star” Hotel Rooms; Eight (8) Double Queen Hotel Rooms All Non-Smoking Rooms.

Rooms are for two (2) Nights; Thursday, August 3, and Friday, August 4, with Check out on Saturday, August 5, 2023.

LOS RIELEROS DEL NORTE - Seven (7) King Single Rooms; Five (5) Double Queen Hotel Rooms; All Non-Smoking Rooms.

Rooms are for two (2) Nights; Thursday, August 3, and Friday, August 4, with Check out on Saturday, August 5, 2023.

Joseph Rodriguez – One (1) King Single Non-Smoking Room

Rooms are for two (2) Nights; Thursday, August 3 and Friday, August 4, with the Check out on Saturday, August 5, 2023.

Fernando Sanchez - One (1) King Single Non-Smoking Room

Rooms are for two (2) Nights; Thursday, August 3 and Friday, August 4, with the Check out on Saturday, August 5, 2023.

Any changes are to be advanced with Linda Brown linda@lindabrownandassociates.com 785-635-5316

NOTE: This show is a Bus Tour date. (As of May 18, 2023. Subject to Change.)

Catering: To be advanced closer to the show date. Advance ALL catering requests with Linda Brown – 785-635-5316 linda@lindabrownandassociates.com

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.
Joseph Rodriguez

2 Business name/disregarded entity name, if different from above
JROD Music and Events LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 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) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11211 Quail Pass

6 City, state, and ZIP code
San Antonio, Texas 78249

7 List account number(s) here (optional)

Requester's name and address (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.

Social security number									
or									
Employer identification number									
8	7		1	6	2	7	9	0	5

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 indebtedness, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Joseph Rodriguez*

Date ▶ 05/18/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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.



MIX 11

DRUM FILL



MIX 1y2
ELIUD



120V



MIX 10
ANGEL



MIX 12
PACO



MIX 3
NANO



MIX 5y6
JAVIER



MIX 4
BENAVIDEZ



120V



HCM1



PISOS

MIX 9



120V



MIX 7
LEIS



MIX 8
PERCUSSION



120V



LOS INVASORES DE NUEVO LEON



RIDER TECNICO

EL SISTEMA DE SONIDO DE ESTAR CONSTITUIDO POR COMPONENTS PROFESIONALES DE ALTA CALIDAD EN TODAS SUS AREAS.
DEBE SER CAPAZ DE PROPORCIONAR UNA COBERTURA UNIFORME PARA TODA LA AUDIENCIA CON UN RANGO DE FRECUENCIAS DE ENTRE 40HZ A 16KHZ CON UNA PRESION SONORA DE 120 DB EN LA CONSOLA.
LA CONSOLA DEBE SER UBICADA CENTRADA AL ESCENARIO Y A UNA DISTANCIA DE ENTRE 100 A 150 PIES (30 A 45 MTS MAX)

AUDIO SALA

01 MIXER DIGITAL, MINIMO 32 CANALES
MARCAS DE MIXER SUGERIDAS YAMAHA PM5D-RH,M7CL O LS-9
01 EQUIPO DE AUDIO LINE ARRAY
MARCAS DE AUDIO SUGERIDAS EAW- JBL MEYER NEXO DAS ,MARTIN AUDIO
OTROS SISTEMAS O SISTEMAS CUSTOM CONSULTAR CON LA OFICINA
LA CANTIDAD DE AUDIO Y SUBS DEPENDERA DEL LUGAR
1 SNAKE CON SPLITER DE MINIMO 32 CAN. X 8 RETORNOS DE 60 MTS. DE LARGO PARA SALA Y 15 MTS O MAS PARA MONITORES .

MONITORES

1 CONSOLA YAMAHA DIGITAL YAMAHA PM5D-RH,M7CL O LS-9 DE 32 CANALES
8 MONITORES MARCAS EAW ,MEYER O ELECTROVOICE
1 SIDE FILL 2 MEYER MSL-4 CON 2 SUBS 650 HP DE MEYER (1 X LADO)
1 DRUM FILL CON MID Y SUB
6 IN EARS SHURE PSM 1000 CON AUDIFONO E-5 SENNHEISER IEM G4 O G3
4 WIRELES UR SHURE 4 BODY PACK CON CABLE DE INSTRUMENTO
4 MICS KSM9 UR SHURE O EN SU DEFECTO BETA58

BACKLINE

1 BATERIA YAMAHA O DW COMPLETA 3 TOMS ,HI-HATS,ASIENTO Y 4 PLATILLOS CON STAND
OBSERVACION NORMALMENTE EL GRUPO VIAJA CON SU BACKLINE
QUE SON CONSOLAS DE AUDIO DE LUCES Y TODOS SUS WIRELESS ADEMAS IN EARS COMPLETO ES SOLO DE COMUNICARSE A LOS TELEFONOS CORRESPONDIENTE PARA CONFIRMAR INFORMACION DICHA ..

LOS RIELEKUS

DEL NURIE
LA MAGNANIMA MUSICAL KORYERA # 1
STAGE PLOT

Drums

10 ch



Sax wireless
1 ch
(13-CH)

Vocal and ACC
2 ch(14-15-16
CH)

Direct box and
vocal
2 ch
(12,18-CH)

Direct box and
vocal
2 ch
(11,19-CH)



vocal
(17-CH)



Sax

Acc-
VOX
Mix 1

Mix 2



1 vocal or wireless

Mix 3

Bajo sexto

Mix 4

Bass

Mix 5

EL COLOR ES EL
NUMERO DE INPUT



INPUT LIST

#	Instrumento	Mic/ Dir Box	Stands	OBSERVACIONES
1	Kick out	Beta 52	Mini-Boom	
2	Kick in	Beta 91	INSIDE KICK	
3	Tarola/snare top	Senh e604	Rk Mount	
4	Tarola/snare bt	Sennheiser e614	Rack mount	
5	Hi-Hat	SM-81	Boom	
6	Tom 1	Sennheiser e604	Rk Mount	
7	Tom 2	Sennheiser e604	Rk Mount	
8	Tom 3	Sennheiser e604	Rk Mount	
9	OH -L	Shure SM-81	Boom	
10	OH -R	Shure SM-81	Boom	
11	BASS		wireless	
12	BAJO SEXTO		wireless	
13	SAX	WIRELESS-DPA		
14	ACCORDEON-1	Wireless W b98		
15	ACCORDEON-2	Wireless W b98		
16	Daniel Jr-VOX	Wireless-b58-		
17	Daniel-VOX	Wireless-KSM9		
18	Jose Luis-VOX	Wireless- b58		
19	ANGEL-VOX	Wireless- b58		
20	Octapad-perc	Direct-Box		
21				
22				
23	LINE FOR MUSIC	IPAD		
24	LINE FOR MUSIC	IPAD		
25				
26	CUALQUIERA	DUDA	HABLAR	CON EL ING
27				JAIME VERA
28				CELL Y WHATSAPP
29				+13124047782
30				

LOS CANALES DEL 11 AL 19 PUEDE SER QUE EL GRUPO PROVEE LOS
 INALAMBRICOS FAVOR DE CONFIR CON EL PRODUCTION MANAGER JAIME-
 VERA-CELL +13124047782



LA MAGISTRARIA MUSICAL NOROCCIDENTAL # 1

ESCENARIO Y GROUND SUPPORT

- 01 ESCENARIO DE 12 MTS DE FTE POR 10 DE FONDO A 1.60 MTS DE ALTO Y CON SU TECHO
- 01 CORTINA DE FONDO NEGRO EN LA PARTE TRASERA DEL ESCENARIO
- 01 FALDON NEGRO PARA CUBRIR EL ESCENARIO
- 01 SOBRESCEANARIO DE 2.44 X 2.44 MTS A 60 CMTS DE ALTO PARA BATERIA
- 01 GROUND SUPORT DE 6 PATAS DE 12 MTS DE BOCA Y ALTO 11 MTS Y AREA DE FLY SYSTEM

ILUMINACION

- 24 LAMPARAS PAR LED DE 5 WATTS RGB
- 10 LUCES BEAMS 5R MINIMO**
- 10 LUCES MOVILES MINIMO DE 575 SPOT
- 10 LUCES MOVILES MINIMO DE 575 WASH
- 04 ATOMIC 3000
- 02 MOLEFAYS DE 8 LAMPARAS
- 01 MAQUINA DE HUMO F100
- 01 CONTROLADOR DE ILUMINACION

PLANTA DE LUZ

- 01 SET DE CABLEADO A 3 FASES PARA PLANTA DE LUZ DE MINIMO 50 MTS
- 01 CENTRO DE CARGA Y DISTRIBUCION DE CONTACTOS DE 110 VOLTS
- 01 SET DE TOMACORRIENTES DE 110 VOLTS DISTRIBUIDOS EN EL ESCENARIO
- 01 GENERADOR DE LUZ DE 150,000 KVA TRIFASICO

PANTALLA DE VIDEO ----

MINIMO DE 2 MTS DE ALTO POR 6 MTS DE LARGO

TANTO COMO EL PROCESADOR DE VIDEO Y CONTROLADOR DE LUCES TIENE QUE ESTAR EN LA AREA DE LA CONSOLA DE AUDIO DE SALA POR FAVOR

PARA CUALQUIER CAMBIO FAVOR DE COMUNICARSE CON LA OFICINA DE REPRESENTACION DE EL ARTISTA

Production Manager

Los Rieleros del Norte

JAIME VERA 001-312-404-7782

Production Manager

Ing Jaime Vera

NOTA ESPERO UN CONTRA RAIDER

ing.jaimevera@gmail.com

BACKLINE RIELEROS DEL NORTE

2-CONSOLAS ALLEN HEATH DLIVE S5000

1-SNAKE WHIRLWIND 200FT (2 CAT5

: CANALES.4 RETORNOS)

1-CONSOLA GRANDMA2 ULTRALIGHT

1-RACK CON 2 DM48 STAGE BOX

1-RACK DE WIRELESS SENNHEISER SERIE

9000(8 CANALES)

1-RACK SENNHEISER WIRELESS SERIE 2000

Y 6000 (4 CANALES)

1-RACK DE IN EARS SENNHEISER SERIE

2000 (3 SISTEMAS DE IN EARS)

1-BATERIA DW SET COMPLETO

**1-CASE MICROS SENNHEISER PARA
BATERIA....**

***LUCES CONFIRMAR SI SE LLEVAN DIA DEL
EVENTO***

4-CASES BEAMS 7R (8 LUCES)

1-CASE DE MAC 101 (8 LUCES)

1-CASE WASH (4 LUCES)

1-CASE ATOMIC (2 LUCES)

1-CASE DE SEGUIDOR (1 SEGUIDOR)

2-CASES PAR LED RGB (8 PARS LED)

24-MODULOS DE PANTALLA LED P4

1-ROLLO DE CAT5 PARA PANTALLA

**1 DISTRO DE CORRIENTE Y SUS CABLES
NECESARIOS DE LUZ**

CONSULTAR SI LLEVAMOS NUESTRA
BACKLINE

LOS RIELEROS RF FREQ.

CHANNEL	MAKE/ MODEL	RANGE	FREQ.
11. BASS	Sennhesier-9000	470-558	
12. SEXTO	Sennhesier-9000	470-558	
13. SAX	Sennhesier-9000	470-558	
14 ACC-1	Sennhesier-9000	470-558	
15. ACC-2	Sennheiser-9000	470-558	
16. DANIEL JR	Sennhesier-2000	558-626	
17. DANIEL	Sennhesier-9000	470-558	
18. JOSE LUIS	Sennheiser-6000	470-558	
19. ANGEL	Sennhesier-2000	470-558	



WME

1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA
Phone +1 615-963-3387
email LA@wmeagency.com

TRACY LAWRENCE

T.L.E., INC

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

Agreement made 06 Oct 2022 between T.L.E., INC. (hereinafter referred to as "PRODUCER") furnishing the services of **TRACY LAWRENCE** (hereinafter referred to as "ARTIST") and LEA COUNTY BOARD OF COUNTY COMMISSIONERS/Dean Jackson ^{and} Michael Gallagher (hereinafter referred to as "PURCHASER") *Dean Jackson, Commission Chair or Michael Gallagher, Lea County Manager,*

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. *** See Purchaser's Addendum.*

1. ENGAGEMENT VENUE(S):

LEA COUNTY FAIR & RODEO
101 South Commercial
Lovington, NM 88260
USA

2. DATE(S) OF ENGAGEMENT:

- a. Number of Shows
- b. Show Schedule(s)

Fri 11 Aug 2023
1
04:00 PM: Doors
07:00 PM: PRCA Rodeo
08:30 PM: VIP Meet & Greet
09:30 PM: TRACY LAWRENCE; (90 min); Confirmed, To Close
12:00 AM: Curfew

*All Questions and Day of Show:
Linda Brown 785-635-5316
linda@lindabrownandassociates.com*

3. BILLING (in all forms of advertising):

100% Sole Headline Billing

*Production Contact:
Zach Crisp 214-632-4944
Epicenter Productions
zach@epicenterproductions.net*

4. COMPENSATION:

\$50,000.00 USD (Fifty Thousand U.S. Dollars) flat GUARANTEE

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

5. PRODUCTION AND CATERING:

- PURCHASER to provide and pay for racks, stacks, FOH, and lighting as required by ARTIST. Artist to provide monitors and backline. If there is a support act, Purchaser to pay for additional sound equipment for support act.
- TL uses in-ear monitors on full band shows, per advance.
- Purchaser to provide and pay for reasonable backline, per advance.
- Purchaser to provide and pay for a minimum lighting requirements of 30K front truss and 30K rear truss, trim height at 12' and 1 spot light, per advance.

~~**~~ See Purchaser's Addendum.

- Purchaser to provide and pay for professional catering, per advance. Purchaser provides a professional caterer for up to three hot meals per day, dependent upon the load in time. To be advanced at least 60 days prior to the show, per the catering schedule. No buyouts.

- No Alcohol or tobacco products are provided per New Mexico State Statute

Production Contact:

Zach Crisp

zach@epicenterproductions.net

214-632-4944

6. TRANSPORTATION AND ACCOMMODATIONS: *Per Advance with Linda Brown 785-635-5316.*

- a) Air transportation
- b) Accommodations - Purchaser to provide and pay for fifteen (15) single hotel rooms for up to two (2) nights, per advance. Hotel will be a fair sponsor and located in Hobbs, NM, approximately 20 minutes from the stage
- c) Air freight and excess baggage
- d) Ground transportation - Purchaser to provide and pay for ground transportation including two (2) fifteen (15) passenger vans with county employees as the drivers. One fifteen (15) passenger van is available from load in through load out
- e) Meals and incidentals - *No Alcohol*
- 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:

- Prior to announcing or on-sale date, purchaser must contact Lindsey Ray, lindsey@thesteadfastco.com to submit advertising plan to management.
- ~~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 ARTISTS performance. Any requests for the foregoing shall be subject to PRODUCERS prior written approval and terms in all instances.~~
- *** See Purchaser's Addendum.*
- In the case of inclement weather, Artist shall be paid in full. Purchaser represents and warrants it has sufficient insurance or funds to cover any such cancellation
- In the case of a force majeure event, provided Artist is ready, willing, and able to perform, Artist shall be paid in full
- 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.

The Lea County Fair and Rodeo does not sell Meet and Greet Passes.

ARTIST AGREES TO THE FOLLOWING:

- Purchaser requires that Artist participate in a meet & greet with a maximum of forty (40) guests. Time, location and duration to be determined by Artist's tour manager, per advance. *Advance with Linda Brown.*
- Purchaser requests Artist participate in optional Autograph signing following the performance.
- Purchaser requests Artist to sign guitars and fair posters any time during the show day at the artist's convenience. Guitars and posters to be provided by Purchaser. Fair posters with photos of all artists appearing at the 2023 Fair are autographed by all artists. These, along with a few autographed guitars, are auctioned for the youth scholarship program. These items can be given to the artist at any time during the show day at the artist's convenience.
- There shall be no cancellation privileges for this engagement except for the reasons of force majeure, Purchaser breach, or in the event of illness, disability, or death of Artist (or of any of Artist's immediate family members or any key member of Artist's band or crew). In the event of Purchaser breach, Artist to be paid in full. *No Cancellation once advertising is in Place on May 25, 2023.*

Artist shall not perform a publicly advertised engagement within 125 miles of the applicable Venue, for a period of 60 days prior to or 60 days after the performance of the Engagement at this applicable Venue.

Notwithstanding the foregoing, Artist shall NOT be precluded from performing the following:

- (i) private performances which are not publicly advertised and for which tickets are not sold to the general public;
- (ii) charitable events or multi-Artist charity concerts;
- (iii) any non-performing appearances (whether public or private);
- (iv) radio and/or TV appearances or performances, including, without limitation TV specials, television news, talk shows, and award shows.

8. ARTIST RIDER: ~~**~~ Subject to Purchaser's Addendum.

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof

9. CURRENCY AND EXCHANGE RATE: Not Applicable.

10. PAYMENT TERMS:

a. **DEPOSIT** in the amount of \$25,000.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 11 Jul 2023; (Fair requires fully executed contract and 2023 W-9 to receive deposit.)

All deposit payments shall be paid via ~~certified or cashier's check~~ **Lea County 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
54 Music Square East
Nashville, TN 37203

ABA no.: 064009445
William Morris Endeavor Account No: 684001426
ORG: Lea County Board of County Commissioners / REF: Tracy Lawrence /
Aug 11, 2023
WME booking code: PAC 988767

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).

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

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. - **NOT APPLICABLE.**

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. - **Not Applicable.**

~~**~~ See Purchaser's Addendum.

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 11:30am - 10 PM	1,000	GA Seated		0	0	0									
	9,000	GA Standing		0	0	0									
	10,000			0	0	0									

SCALING NOTES:

- Outdoor Show/ Covered Stage / Rain or Shine
- Free show with fair admission // \$10 @13 yrs + older, \$5 ages 6-12, Free 5 and under
- Fair Admission includes concert, PRCA Rodeo, and all exhibits
- No reserved seating

ADJUSTED GROSS POTENTIAL:
TAX:
NET POTENTIAL:

12. EXPENSES:

N/A

13. MERCHANDISING: ~~**~~ See Purchaser's Addendum.

An area for merchandise is set up near the stage. Electricity, tables, and chairs are provided by the Fair. Artist to furnish merchandise racks, pop up tent, extension cords, and lighting for merchandise booth. A Wifi hotspot to operate cashless sales is provided by the Fair. ALL merchandise is settled with Linda Brown of Linda Brown and Associates, LLC. Security is provided for the merchandise area.

Artist sells, CD/DVD 90 00% of proceeds to ARTIST
 Artist sells, T-Shirts/Soft: 80 00% of proceeds to ARTIST

14. VISAS AND WORK PERMITS:

N/A

15. TAXES:

N/A

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. ~~**~~ See Purchaser's Addendum.

~~XX~~ See Purchaser's Addendum.

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

By

By Printed Name:

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
 Dear Jackson *or*
~~Michael~~ Michael Gallagher
 101 South Commercial
 Lovington, NM 88260
 USA

Care of Linda Brown
 4 NE 10th Street
 Suite 437
 Oklahoma City, OK 73104
 USA

By

T L E, INC
 Fed ID 62-1493169

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

*1 See Purchaser's Addendum.

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

Show is Free with Paid Fair Gate Admission. Artist is Paid a Flat Guarantee.

- (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.~~

NA

B. TICKETS

No tickets; Free Show with Paid Fair Gate Admission. Artist is Paid a Flat Guarantee. Announce / Advertising Date is May 25, 2023.

- (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 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.~~
- (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, 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.~~
- (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.~~ Meet and Greet will be held Per Offer and Contract Page 2.

NA

C. FACILITIES

- (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. Gate Workers Handle Admission Sales.
- (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. *1 See Purchaser's Addendum, Per ADVANCES.
- (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.

~~**~~ See Purchaser's Addendum.

D. PRODUCTION CONTROL

~~**~~ See Purchaser's Addendum. dB Level is 105 maximum Per Ordinance.

- (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.~~ No Support Acts.
- (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. - Not Applicable.

E. EXCUSED PERFORMANCE ~~**~~ See Purchaser's Addendum.

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 Purchaser's Addendum.

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.~~

G. PRODUCER'S RIGHT TO CANCEL *No cancellation is acceptable once announcement and advertising is in place on May 25, 2023.*

~~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 *Artist is Co-Billed with all artists performing on the Main Concert Stage. There are no individual ads. The Lea County Fair only uses official photos.*

- (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.~~ *The Lea County Fair does not require the approval of their marketing. There is no product endorsement regarding fair*

I. MERCHANDISING *sponsors and the Artists appearing on the main concert stage. ** See Purchaser's Addendum.*

PRODUCER shall have the exclusive right to sell ~~concession 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

80/20 Soft Goods 90/10 Recorded Goods Settlement with Linda Brown.

~~** See Purchaser's Addendum.~~

J. NO RECORDING/BROADCAST ~~Local News is allowed to video for Part of Newscast. Area news-Papers are allowed to Photograph for Publication. Still cameras and cell phones are permitted.~~

~~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) if, or they, may sustain as a result of PURCHASER's failure to comply herewith.~~

~~The Lea County Fair and PRCA Rodeo have their own professional Photographers. ** See Purchaser's Addendum.~~

K. PURCHASER DEFAULT

~~Purchaser will pay deposit and final check so long as there is a fully executed contract, Rider, and Addendum.~~

~~(1) In the event PURCHASER refuses or neglects to provide any of the items 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 of 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.~~

~~(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.~~

~~Payments are made in compliance with New Mexico State Statutes. A Fully Executed Contract Rider, and Addendum is required for said Payments.~~

L. INSURANCE/INDEMNIFICATION

~~No Alcohol is sold in the concert area. ** See Purchaser's Addendum for NM State Statutes.~~

~~(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, in, 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 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 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.~~

~~Insurance is aligned with New Mexico State Statutes. No additional insureds. COI is available for Review on Day of Show. ** See Purchaser's Addendum.~~

~~(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.~~

~~Dual indemnification, of Both Parties. Each Party Pays its own attorney fees and expenses.~~

** See Purchaser's Addendum.*

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.

Note: Linda Brown, et. al. / Linda Brown and Associates, LLC acts in the same capacity as the agent and talent buyer, with no liability regarding this Agreement.

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

N. CONTROLLING PROVISIONS ** See Purchaser's Addendum.*

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.

O. LIMITATION OF LIABILITY ** See Purchaser's Addendum.*

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.

P. MISCELLANEOUS PROVISIONS ** See Purchaser's Addendum. New Mexico state statutes and tort laws will prevail in any and all conflicts.*

(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 other 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.~~ *Not Applicable.*

(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.~~ *Not Applicable.*

(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

~~**~~ See Purchaser's Addendum.

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 orders, 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 void 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. *State of New Mexico County of Lea Lovington, New Mexico*

(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.

R. AFM PROVISIONS

(1) Whenever the term "Federation" is used herein it shall mean the American Federation of Musicians of the United States and Canada. Whenever the term "Local Union" is used herein it shall mean the Local Union of the Federation with jurisdiction over the territory in which the engagement covered by this contract is to be performed.

~~(2) No performance of the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission.~~

(3) It is expressly understood by the parties hereto that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 7 above, and therefore, neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

(4) A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by the contract for purposes of communicating with the ARTIST(s) performing the engagement and the PURCHASER.

*+ See Purchaser's Addendum.

TRACY LAWRENCE RIDER



~~X~~ See Purchaser's Addendum.

TRACY LAWRENCE CONTACT INFO

MANAGEMENT COMPANY / MARKETING

Steadfast

Nick Hartley
(805) 701-9783 (cell)
Nick@thesteadfastco.com

Lindsey Ray
(205) 427-7205 (cell)
Lindsey@thesteadfastco.com

BOOKING AGENCY

WME

Lane Wilson
(615) 963-3000 (office)
lwilson@wmeentertainment.com

PRODUCTION MANAGER

James Low
(239) 789-5095
Jameslow1254@gmail.com

TOUR MANAGER

Tommy McDonald
(615) 630-1338 (cell)
Tommymcdonald1@gmail.com

DIGITAL / SOCIAL MARKETING

Girlilla Marketing

Stevie Escoto
(615) 770-9995 (office)
Stevie@girlillamarketing.com

~~**~~ See Purchaser's Addendum.

TRACY LAWRENCE 2020 CONTRACT RIDER

THIS RIDER IS HEREWITH ATTACHED TO AND MADE PART OF THE CONTRACT, DATED 10/06/2022 BETWEEN Lea County Board of Commissioners Dean Jackson, Chair HEREINAFTER

REFERRED TO AS "PURCHASER", AND TLE INC., HEREINAFTER REFERRED TO AS "PRODUCER", f/s/o TRACY LAWRENCE, HEREINAFTER REFERRED TO AS "ARTIST" TO

COVER THE ENGAGEMENT AT

Lea County Fair and Rodeo IN LOVINGTON, New Mexico Friday, August 11, 2023.

1. GENERAL CONDITIONS

~~**~~ See Purchaser's Addendum. Contract and Rider are adapted to the Venue, Lea County Fair and Rodeo.

Note: The Lea County Commission has never defaulted on any Artist Payment regarding the Lea County Fair and Rodeo.

a. ~~Each of the terms and conditions of this contract and attached rider is the essence of the agreement and necessary for ARTIST'S full performance hereunder. In the event PURCHASER refuses or neglects to provide any of the items herein stated and/or fails to make any of the payments provided herein: PURCHASER shall remain liable for the agreed price herein set forth. In addition, if on or before the date of any scheduled concert, PURCHASER has failed, neglected, or refused to perform any contract with any other performer, for any earlier engagement, or if the financial contract with any other performer for any earlier engagement, or if the financial statement credit of PURCHASER has been impaired or is in PRODUCER'S opinion unsatisfactory, PRODUCER shall have the right to demand the payment of the guaranteed compensation forthwith.~~

Lea County Commission is completely solvent. They also purchase weather insurance.

b. ~~PRODUCER shall have the right to cancel this engagement by a written notice to PURCHASER. To the effect and in such event, PRODUCER shall retain any amount thereto paid to PRODUCER by PURCHASER.~~ No Cancellation is acceptable once advertising is in place on May 25, 2023.

c. PURCHASER warrants that it has the right to enter into this contract and is of legal age. PURCHASER shall initial each page of this rider and understands that in the event of a breach by the PURCHASER of any terms of this contract, the ARTIST shall not be required to perform. ~~**~~ See Purchaser's Addendum.

Deposit to be Paid to WME. All Payments will Be Paid when a Fully Executed Contract is Received.

d. All deposit payments by PURCHASER to PRODUCER that are required to be made hereunder and pursuant to this agreement shall be made in the form of ~~cash, certified check, or cashier's check payable to BRC, Inc.~~ Any payments still due by PURCHASER to PRODUCER upon day of show shall be delivered to the ARTIST'S TOUR MANAGER on the day of the engagement and prior to the Artist's performance in the form of cash, certified check, or cashier's check payable to: TLE Inc. f/s/o of Tracy Lawrence. If this is not done, PRODUCER may cancel the performance and shall be entitled to all payments required, including percentages, if applicable. ~~**~~ See Purchaser's Addendum.

Lea County Treasurer's check.

e. It is understood and agreed that PRODUCER shall have the sole and exclusive control over the production, presentation, and performance of the engagement referred to herein, including but not limited to, the details, means and methods of the performance, and the persons to be employed by the PRODUCER in performing the terms and conditions hereof. ~~db level is 105 maximum Per Ordinance.~~ Artist must agree to work in conjunction with the P.R.C.A. Rodeo and Committee.

2. CONTRACT ALTERATION

a. ~~It is hereby understood and agreed that the PURCHASER shall not add to, delete from, or make any alterations in the contract or rider without prior communication and written agreement from PRODUCER. any attempt to alter this contract by PURCHASER will act as a waiver of all rights of PURCHASER but will leave all liabilities to place.~~ ~~**~~ See Purchaser's Addendum.

All documents are adapted to the Venue.

* See Purchaser's Addendum.

b. This agreement cannot be assigned to any other person, firm, or corporation.

3. TICKETS / BOX OFFICE - *Not Applicable. No tickets. Show is free with Paid Fair Gate Admission. Artist Paid Flat Guarantee.*

a. ~~In cases where the ARTIST is being paid on a percentage basis, PURCHASER agrees to deliver to Artist's representative, BRC, Inc. 3050 Business Park Circle Suite 303 Goodlettsville, TN 37072 at least two (2) weeks prior to the date of performance, a plot plan, and printer's manifest of the house (signed, notarized statement from printer of tickets listing amount of tickets printed at each price). PURCHASER further agrees to have on hand, at the place of performance on the night of the show, all unsold tickets for counting and verification by a representative of the PRODUCER. PRODUCER shall be promptly compensated for the difference between the numbers of unsold tickets on hand and the numbers of tickets printed as shown by the printer's manifest. If PURCHASER shall violate any of the preceding provisions of the paragraph, it shall be deemed that the PURCHASER has sold a ticket for each seat in the house (and any permitted room) at the highest ticket price for which the house is scaled.~~

b. ~~PURCHASER further agrees to give PRODUCER'S representative the right to examine and make extracts at any time, from the box office records of the PURCHASER relating to the gross receipts of the engagement. A written box office statement certified and signed by the PURCHASER will be furnished to PRODUCER'S representative within one (1) hour following the conclusion of the last performance. PURCHASER may not sell tickets to the performance herein as part of a subscription to a series of concerts. All tickets printed under the manifest shall be of the one stub, one price variety. There shall be no multiple tickets printed. Examples of the tickets prohibited under this agreement are:~~

~~1. One price for students and one price for general admission on the same ticket.~~

~~2. One price for ticket bought in advance and a different price for tickets bought at the gate on the same ticket.~~

~~The ticket manifest must be indicative of each and every seat in the entire house, regardless of whether some seats have obstructed views or may be located at the rear of the stage. Written permission must be obtained from the PRODUCER to sell any seats with an obstructed view or seats located to the rear of the stage. These seats, which must be included in the ticket manifest and must be clearly marked on the face of the ticket "OBSTRUCTED VIEW".~~

c. ~~If PURCHASER violates any of the ticketing requirements, he shall be liable to the PRODUCER for the total amount of tickets sold, at the highest price per ticket printed on the manifest. All tickets shall be printed by a bonded ticket house or a bonded computer outlet.~~

d. ~~If PURCHASER does sell or distribute discount or complimentary tickets without prior approval or in excess of the number of tickets in the agreement, he shall be liable to the PRODUCER for the full ticket price of each such ticket sold or distributed.~~

e. ~~PURCHASER agrees to distribute no more than two percent (2%) of the official house seating as complimentary tickets relative to this performance. PURCHASER must supply PRODUCER'S representative at settlement, with a statement detailing for whom each ticket was given. Each ticket will be issued as a fully priced ticket only. PURCHASER agrees to supply radio, television, and newspaper personnel with complimentary tickets from the above mentioned allotment.~~

f. ~~PURCHASER shall not disclose the terms of this agreement to anyone whatsoever without PRODUCER'S written consent. No figures, attendance, money gross, capacities, tickets sold or press releases can be released without prior written approval from PRODUCER.~~

g. ~~It is agreed that if there is an increased charge from the stated ticket price on the face of the contract and that actually charged, PRODUCER will receive, in cash, One Hundred Percent (100%) of the difference between the ticket prices on the face of the contract and that actually charged.~~

h. ~~When show goes into percentage, PRODUCER'S representative may count heads to verify accurate figures.~~

**** See Purchaser's Addendum.**

4. BILLING

a. The ARTIST shall be billed in all advertising and tickets printed as follows:

TRACY LAWRENCE

b. AS HEADLINER: **Artist is Headliner on Friday, August 11, 2023 - ONLY.**

1. ARTIST shall receive ~~100% of~~ **Headline billing** in any and all advertising and publicity issued or solicited by PURCHASER pertaining to this engagement, including, but not limited to newspaper advertising, all printed materials such as programs, flyers, signs, lobby boards, table cards, marquees and any other advertising media including electronic lights, radio, and television. ~~No other name or photograph shall appear in type with respect to size, thickness, boldness, prominence of the type~~ **accorded ARTIST and no other name or photograph shall appear on the same line or above the name of ARTIST. Artist is advertised with ALL Artists appearing on the main concert stage.**
2. ARTIST shall have the right of approval over all other acts.
3. ARTIST must have the stage and stage area clear of all equipment before designated load-in times.
4. ARTIST production staff has complete control over all technical aspects of the ARTIST'S show, including any opening acts. **No Support Acts. dB Level is 105 maximum Per Ordinance.**

c. AS SUPPORT: **- Not Applicable. - Artist is Headliner:**

- ~~1. When ARTIST is performing as the Support or Opening Act, ARTIST is to receive 100% "EQUAL" billing in any and all forms of advertising, publicity and promotion.~~
- ~~2. PURCHASER shall insure that all personnel working on the production of the show and equipment are available for the ARTIST sound check and entire show.~~
- ~~3. ARTIST shall use all his own backline equipment including drums.~~
- ~~4. The billing provisions negotiated by the AGENT/PRODUCER for this engagement shall appear in the specified size and type in any and all advertising and publicity issued or solicited by PURCHASER pertaining to this engagement, including but not limited to, newspaper advertising, all printed material such as programs, flyers, signs, lobby boards, table cards, marquees, and any other advertising media including electronic lights, radio, and television.~~

5. ADVERTISING **** See Purchaser's Addendum. There are Major Fair Sponsors and Main Stage Presenting Sponsors**

- a. PURCHASER shall use only photographs, ~~add clicks, and radio spots~~ supplied by PRODUCER.
- b. ~~PURCHASER shall not allow signs, placards, banners or any advertising material on or within fifty feet (50') of the stage without prior written approval from PRODUCER.~~
- c. ~~PURCHASER shall not allow a radio station or any other party a presenting, promoting, co-promoting or sponsorship of the engagement without PRODUCER'S written permission.~~ **** See Purchaser's Addendum.**
- d. PURCHASER is responsible for any music licensing fees. (i.e.) ASCAP, BMI, ETC.
- e. PURCHASER shall furnish a complete list of radio stations, newspapers, and television stations being used in the promotion of this engagement, ~~as well as add grids and proposed ticket on-sale date, to PRODUCER upon confirmation of engagement by PRODUCER.~~ **** See offer form.**
- f. ~~PURCHASER shall purchase and use only radio and television spots produced by Bill Young Productions in the advertising of ARTIST. No other produced spots are acceptable. Please contact Bill Young Productions at 281-240-7400.~~ **Lea County Fair and Rodeo does not purchase and ad mats or Commercial SPOTS. ALL advertising includes all artists performing on the main concert stage. There are NO individual ads.**

6. INTERVIEWS / PROMOTION

- a. PURCHASER agrees not to commit the ARTIST to any interviews, personal appearances, or any other type of promotions without prior written consent of the PRODUCER. All interviews advance and/ or on-site, whether radio, television, newspaper, press conferences, or any other publicity needs or requests involving ARTIST should be submitted email in advance of the engagement to Lindsey Ray at lindsey@thesteadfastco.com.
- b. PURCHASER shall not commit ARTIST to any autograph signing, photo sessions, special promotions or meetings without the prior written consent of the PRODUCER. **The Meet and Greet is an exception.**

There are no individual artist advertisements. Fair Posters have name and official photos. ALL are the same size and likeness.

**** See Purchaser's Addendum.**

Radio Station Ence will be present.

Upon Request. Please contact Linda Brown.

~~See~~ Purchaser's Addendum.

COMPLIMENTARY TICKETS

There is no Reserved seating Guest List to Linda Brown BY 5:00 pm - Day of show.

a. PURCHASER agrees to provide PRODUCER with ^{20 (twenty)} ~~up to one hundred (100)~~ complimentary tickets to each show for ARTIST'S guests; ~~tickets shall be located in the center of the house between (1st) first and (20th) twentieth rows, with an unobstructed view of the stage. These tickets and a seating chart should be available to PRODUCER'S representative by Sound Check time. Any unused tickets will be released for sale on the day of the performance by the PRODUCER'S representative only.~~ *All General Admission. Concert is FREE with Paid Fair Gate Admission.*

8. SPONSORSHIP

PURCHASER understands and agrees that it shall not use the ARTIST'S name, photo, or other likeness in connection with any endorsement of any a products or services. ~~All forms of sponsorship whether part of an ongoing series or specifically for this engagement, must be authorized by PRODUCER.~~ *See Purchaser's Addendum.*

9. REPRODUCTION OF ARTIST'S PERFORMANCE *See Purchaser's Addendum.*

Fair and Rodeo have Professional photographers for the Fair and Rodeo's Use.

Nightly News may record for future newscast. Area Newspapers may photograph for Publication
a. No portion of the ARTIST'S performance rendered hereunder may be broadcast, taped, filmed, recorded, or embodied in any form for any purpose or reproduction without the prior written approval of PRODUCER. PURCHASER agrees to deny admittance to any person carrying audio or video recording equipment. This shall include members of the audience, ~~media~~, venue, and PURCHASER'S staff.
b. ~~All photographers onstage or in the backstage area are to be pre-approved by PRODUCER'S representative.~~
c. Still photographs allowed. *Cell Phones are allowed.*

10. MERCHANDISING *80/20 soft Goods; 90/10 Recorded Goods. Settlement with Linda Brown.*

a. No commission shall be paid to PURCHASER and/or VENUE on merchandise sales unless agreed to by PRODUCER and stated on the face of the contract, prior to the engagement.
b. PURCHASER shall provide an analog phone line, located at the merchandise sales area, at no cost to PRODUCER, for connection of credit card machines.
c. No rent shall be paid to PURCHASER and/or VENUE for space, tables, etc., unless approved in writing prior to the engagement by PRODUCER. - *NOT APPLICABLE.*
d. PURCHASER shall provide a well-lit, secure area, with (4) 3' x 8' x 24" tables. If engagement is outdoors, merchandise area should be adequately protected from sun and inclement weather with a 10' x 10' tent. *Some tables and chairs will be furnished for one Merchandise Booth.*
e. PRODUCER shall have the sole and absolute control and approval of any and all rights to any forms of merchandising to be offered for sale to the public. PURCHASER agrees that his/her arrangement for presenting the engagement provided for herein shall prohibit the sale of souvenirs or similar merchandise on the premises in connection with this engagement, other than ARTIST'S official merchandise furnished by PRODUCER. PURCHASER further agrees that it will not offer, nor allow to be offered, any souvenirs, photos, posters, tee shirts, or any other type of merchandise bearing ARTIST'S name, logo and/or likeness, for sale to the public without written permission of the PRODUCER.

The Purchaser Prints Fair Posters for advertising Purposes with Photos of all Artists that Perform on the Main Concert stage. They are not sold.

f. PURCHASER agrees that it will not allow, under any circumstances, any support or opening act, or any other celebrity connected with the engagement provided for herein to make any public appearance on the premises for autograph signing, promotions, merchandising, or any other reason during ARTIST'S performance. *There are not any support Acts. Rodeo Celebrity Contestants could be at the Performance. However, there is no autograph area.*

11. INTERNATIONAL TRAVEL - *Not Applicable to the Tracy Lawrence performance.*

Not Applicable.

In the event that the venue of the performance is outside the boundaries of the continental United States, the PURCHASER agrees to procure at its sole expense for the ARTIST and ARTIST'S employees, all of the necessary visas, work permits and other documents of any nature whatsoever necessary or usually obtained, to enable the ARTIST to render his services hereunder. Also, the PURCHASER shall be responsible for, and indemnify and hold the ARTIST harmless, from and against all local, municipal, country, and governmental taxes, fees, and levies on all income earned by ARTIST or ARTIST'S employees while in the country or countries covered by this contract.

~~**~~ See Purchaser's Addendum.

12. CANCELLATION *No Cancellation is Acceptable once advertising is in Place on May 25, 2023. ** See Purchaser's Addendum.*
~~PURCHASER agrees that the PRODUCER may postpone and/or cancel the engagement hereunder by giving PURCHASER written notice thereof at least thirty (30) days prior, to the commencement date of the engagement, provided PRODUCER shall be called upon to furnish the service of the ARTIST in connection with a theatrical motion picture or tour (foreign or domestic) and if PRODUCER deemed necessary the cancellation of the engagement hereunder might conflict therewith.~~

13. FORCE MAJEURE

In the event of sickness or accident to ARTIST, or if a performance is prevented or rendered impossible or infeasible, by any act of regulation of any public authority or bureau or Act of God, fire, civil tumult, strike, epidemic, interruption, or in delay of transportation services, war conditions, or emergencies, or any similar or dissimilar to foregoing events, and beyond the control of ARTIST or PURCHASER, it is understood that ARTIST'S obligation to perform shall be waived. Provided ARTIST is ready, willing and able to perform, PURCHASER agrees to compensate PRODUCER in accordance with the terms hereof. It is understood and agreed that PRODUCER is entitled to be paid pro-rata for any and all performances rendered hereunder prior to such event. *This will be determined on a case by case Basis.*

14. INCLEMENT WEATHER *** See Purchaser's Addendum. The Lea County Fair and Rodeo Purchases Weather Insurance.*

Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence and the PURCHASER shall remain liable for payment of the full contract price, even if the performance(s) called for herein is prevented by such weather conditions. ~~ARTIST or PRODUCER'S representative shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous, or unsafe.~~

This is a Joint decision among Artist, Emergency Management, Epicenter Productions, Linda Brown and Associates, LLC, and Law Enforcement.

15. LIABILITY

*** See Purchaser's Addendum.* PURCHASER agrees to accept full responsibility for the safety of all members of the audience, PURCHASER'S staff, facility staff, ARTIST and ARTIST'S representatives and employees while in the confines or on the grounds of the facility(s) for this engagement, and further indemnifies PRODUCER and/or ARTIST from any claims of damage to property or person which may result from the collapse of stage, barrier, platform, sound and/or lighting equipment, etc. Also, as security measures are the responsibility of PURCHASER, claims which may arise from problems stemming from an incident involving poor planning and/or actual execution of crowd control, either while entering, while inside or while exiting the facility(s), shall remain the PURCHASER'S sole liability and PRODUCER and/or ARTIST shall not be held responsible or liable.

16. INDEMNIFICATION *Dual Indemnification for Artist and Purchaser. Each Party pays its own expenses and attorney fees.*

*** See Purchaser's Addendum.*
a. ~~PURCHASER agrees to indemnify and hold harmless PRODUCER and ARTIST and it's employees, contractors, managers, and/or agents from and against any and all claims, costs (including attorney's fees and court costs) expenses, damages, liabilities, losses or judgements arising out of or in connection with any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of this agreement.~~

b. PURCHASER shall also indemnify and hold harmless PRODUCER and ARTIST and it's employees, contractors, managers, and/or agents from and against all loss, damage and/or destruction occurring to it and/or it's employees, sub-contractors, or agents' instruments and equipment at the place of the engagement including but not limited to, damage, loss or destruction caused by an Act of God.

~~See~~ Purchaser's Addendum.

Artist to carry full coverage insurance.

~~See~~ Purchaser's Addendum.

~~See~~ Purchaser's Addendum.

17. INSURANCE ~~See~~ Purchaser's Addendum. Insurance meets New Mexico state statutes.

PURCHASER agrees to provide the comprehensive general liability insurance (including without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by PRODUCER and/or their employees, sub-contractors, and agents.) Such liability insurance shall be in the amount required by the venue, but in no event shall have a limit of less than One Million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and in effect at all times PRODUCER, ARTIST, any of PRODUCER'S or ARTIST'S agents or independent contractors are in the place of performance. ~~PURCHASER further warrants and agrees that said insurance policy should name PRODUCER and ARTIST, their agents, servants, and employees as additional insured parties for the full period of the engagement hereunder. PURCHASER agrees to provide a policy of Workmen's Compensation covering all of PURCHASER'S employees or third-party contractors. PURCHASER also agrees to provide full all-risk insurance coverage for all equipment, instruments, and equipment to provided. Certificates of Insurance relating to the performance shall be furnished by PURCHASER to PRODUCER at least fourteen (14) days prior to the engagement. PRODUCER'S failure to request or review such insurance certificates shall not affect PRODUCER'S rights or PURCHASER'S obligations hereunder. PURCHASER warrants that he has complete and adequate public liability insurance. This certificate must be provided upon PRODUCER'S request.~~ COI on file and available for review day of show.

18. JURISDICTION State of New Mexico; County of Lea; Lovington, New Mexico

All parties to this Agreement acknowledge that this contract was entered into in the State of ~~Tennessee~~ ^{New Mexico} and shall be governed by the laws of the State of ~~Tennessee~~ ^{New Mexico}. Further, all parties acknowledge that ~~Nashville, Davidson County, Tennessee~~ ^{Lea, New Mexico} is the appropriated forum for any and all litigation arising out of or involving this Agreement and/or the performance of any duties thereunder. The parties therefore consent to exclusive jurisdiction and venue in ~~Davidson County, Tennessee~~ ^{Lea, New Mexico}. The parties further agree that the prevailing party in any litigation will be entitled to recover their costs including reasonable attorney fees and that any litigation filed outside Davidson County, Tennessee, will be subject to immediate dismissal along with appropriate sanctions under FRCP 11 or the corresponding state court rule. The parties further agree to and do hereby waive formal service of process in regard to actions brought relating to this Agreement and agree to accept service of process via certified mail, return receipt requested. Laws are subject to the State of New Mexico Statutes and tort laws.

19. TAXES

If there is any assessment of tax by any taxing authority for monies earned during the performance(s), said taxes shall be paid by the PURCHASER and it is fully understood and agreed that no deductions whatsoever in respect of such taxes shall be taken from the price contained herein or in any percentage earned hereunder. This is an independent contractor Contract. NO FEDERAL, STATE OR LOCAL TAXES SHALL BE DEDUCTED FROM THE GUARANTEE.

20. DRESSING ROOMS - No Dressing Rooms - Artist must use tour buses.

~~PURCHASER shall provide two (2) clean dressing rooms for the exclusive use of ARTIST, band and crew. Plus one (1) clean room to be used for Meet and Greet, please make this the largest room available (Boardroom style). This room should be located as close to the stage as possible. Each dressing room must conform to the following standards and requirements:~~

- ~~a. Dressing rooms will be clean and ready for occupancy at load-in.~~
- ~~b. Each dressing room to contain a shower, private and well supplied toilet facilities with hot and cold running water.~~
- ~~c. Each dressing room will have a minimum of three (3) electrical outlets.~~
- ~~d. Dressing rooms to have properly working heating and air conditioning systems.~~
- ~~e. Each dressing room will contain a mirror.~~
- ~~f. Each dressing room to contain a garment rack.~~
- ~~g. Each dressing room to contain trashcans and ashtrays.~~

~~**~~ See Purchaser's Addendum.

- ~~n. Comfortable Furniture is to be provided in each room, as well as regular chairs, Four (4) for ARTIST, ten (10) for band and crew.~~
- ~~o. Dressing rooms are to be lockable and keys shall be given to PRODUCER'S representative upon arrival.~~
- ~~j. Television set with cable in all dressing rooms.~~
- ~~k. For Outdoor/Fair shows, 3 RV's are Acceptable.~~

Contact Linda Brown to discuss.
785-635-5316
linda@lindabrownandassociates.com

21. PRODUCTION OFFICE: ~~**~~ See Purchaser's Addendum.

~~PRODUCER shall provide PRODUCER'S representative an office with two banquet style tables, (3) three electrical outlets and (3) three telephone lines for exclusive use for PRODUCER'S representative. Cellular phones may be substituted upon approval of PRODUCER'S representative. These numbers should be given to PRODUCER'S representative when advancing the date. For Outdoor/Fair shows, a RV is acceptable.~~
HIGH-SPEED INTERNET CONNECTION IS DESIRABLE.

Per Advance with Linda Brown.

22. GROUND TRANSPORTATION: Provided by Lea County; Vans or SUV's with Lea County Employees as drivers.

- a. PURCHASER shall provide, at no cost to ARTIST or PRODUCER, ground transportation for ARTIST, with designated drivers (local drivers familiar with city), to and from locations specified by PRODUCER'S representative. One (1), Fifteen (15) passenger van with driver is ideal.
- b. PURCHASER shall provide, at no cost to ARTIST or PRODUCER, one (1) First Class vehicle with driver for ARTIST'S sole use, available from load-in throughout the day to the end of load-out.
- c. ~~On fly dates, PURCHASER shall provide, at no cost to ARTIST or PRODUCER, two (2) 15-passenger vans, one (1) cargo van and one (1) First Class vehicle with drivers, for airport pickups, and departures to and from locations specified by PRODUCER'S representative.~~

NOT Applicable. This is a tour bus date.

Per Advance with Linda Brown.

23. PARKING:

PURCHASER shall provide adequate parking spaces and stage access for ARTIST'S (2) two, 45' tour buses each (including trailers). ~~Shore power is requested when possible.~~ Parking area must be fenced in and or barricaded.

We have fenced parking in the Backstage to accommodate the Artist.

Per Advance with Linda Brown.

24. SECURITY: ALL Security is Uniformed. No T-Shirt Security.

PURCHASER shall provide a minimum of twelve (12) dedicated ~~(tee-shirt)~~ security personnel to protect ARTIST, ARTIST'S band and crew, ~~dressing rooms,~~ equipment, buses and trucks. PRODUCER'S representative will direct security. (No uniformed officers.) A meeting with head of security is required one (1) hour prior to doors being opened. Stagehands, bar-backs, or other personnel are not acceptable as security. Security must be identifiable by public, ~~or (tee-shirted).~~ Artist road manager has complete control when it comes to barricades and security placement. ~~PRODUCER'S representative will issue all credentials for all working personnel. No other credentials will be accepted.~~ One security personnel to be at venue from time of load in to load out.

Artist to use his own Credentials for Band and Crew. ALL other Credentials are Supplied by Linda Brown, Linda Brown and Associates, LLC.

"Purchaser" Lea County Board of Commissioners "Producer"
Signature: _____ Signature: _____
Print: Dean Jackson, Lea County Commission Chair Print: _____
Date: _____ Date: _____

~~xx~~ See Purchaser's Addendum.

Per Advance with Linda Brown. (ALL Catering requirements.)

CATERING / MEALS / SUPPLIES

A professional caterer must provide all meals unless an on-site meal is not possible. If that is the case, the PRODUCER'S representative during the advance must approve arrangements for the meal. Caterer shall provide personnel to cook, replenish, serve and clean up at every meal. Type and time of meals is to be determined by the PRODUCER'S representative during advance. Meal schedule will be determined upon show and load-in times also set by the PRODUCER'S representative during advance. Please contact the PRODUCER'S representative at least fourteen (14) days in advance of performance date. Provisions should be made for local stagehands, sound and light personnel to eat at the same meal. ~~PURCHASER shall schedule other staff after the ARTIST'S staff. Ecologically responsible tableware is acceptable for breakfast and lunch. However, china and silverware are expected for dinner.~~

~~PLEASE ALLOW ARTIST'S STAFF TO EAT PRIOR TO ALL OTHER STAFF~~

THE NUMBER'S LISTED BELOW FOR THE MEALS ARE REPRESENTING THE ARTIST PERSONEL ONLY. IF THERE ARE OTHER ACTS, STAGE HANDS, LOCAL CREW ETC. THAT NEED TO EAT, YOU MUST ADD THEM TO OUR NUMBERS.

Load-in will not occur before 10:00 am. Not Applicable.

a. ~~BREAKFAST: (To be served only if load-in time is scheduled by the PRODUCER'S representative during the advance prior to 10:00 am) Meal is to be served 45 minutes prior to scheduled load-in time. A HOT meal, for eighteen (18) people, consisting of eggs, bacon, sausage, biscuits, fresh fruit, cold cereal, milk, coffee, toast, assortment of juices, assortment of yogurt, fresh pastries, bottled water, and soft drinks. Please also have a toaster and blender available at this time.~~

Per Advance With Linda Brown.

b. LUNCH: At a time determined by the PRODUCER'S representative during advance a HOT lunch for eighteen (18) people to last for two (2) hours. The menu to be determined during advance with the PRODUCER'S representative. Please make suggestions at this time as to local favorites that are available. Also hot soup with crackers, assorted soft drinks, fruit juices, milk (chocolate and white), bottled water, as well as needed flatware, plates, and condiments shall also be provided.

c. DINNER: At a time determined by the PRODUCER'S representative during the advance a HOT meal for eighteen (18) people to last for two (2) hours. Menu to be determined during advance with the PRODUCER'S representative. Please make suggestions at this time as to local favorites available. Please keep in mind that the meal should be baked, sautéed, or stir-fried and **not deep-fried or have excess fat**. This meal should consist of at least two (2) meat or seafood entrées, three (3) fresh steamed vegetables (not canned or frozen type), breads, Salads (Romaine Lettuce please) dessert and assorted beverages including but not limited to milk (chocolate and white), soft drinks, coffee, and bottled water.

Per Advance With Linda Brown. Choices are limited to vendors or restaurants | food trucks on the Fairgrounds.

e. AFTER-SHOW: To be delivered to the PRODUCER'S representative at a time to be determined by the PRODUCER'S representative during the advance. This is where local favorites really come into play, please make suggestions at this time. (Examples: Hot wings, Chinese food, fast food, pizza, finger foods are some but not all the suggestions to follow.) Please also provide all necessary flatware, plates, and condiments as well. At least eight (8) large pizzas; 2 cheese, 2 pepperoni, 2 meat lovers, 2 everything, must be provided by PURCHASER.

~~**~~ See Purchaser's Addendum.

NOT APPLICABLE.

TRACY LAWRENCE HOSPITALITY RIDER

(2 pages)

Even Dates:

- ~~4 Cases Dasani or Aquafina Water~~
- ~~2 12 Pack Dr Pepper~~
- ~~2 12 Pack Diet Coke~~
- ~~2 48 count Starbucks Pikes Peak K-Cups~~
- ~~48 - 20oz. plastic SOLO cups (non-see-through type, Prefer BLACK)~~
- ~~2 gallons of 2% milk~~
- ~~1/2 gallon sweet, iced tea or 12 bottles of sweet iced tea~~
- ~~2 Bags of pistachio nuts (In Shell)~~
- ~~2 Large bag Tostitos Corn chips~~
- ~~2 large bags of Beef Jerky~~
- ~~24 Starbucks K-cups.~~
- ~~4 Rolls white paper towels~~
- ~~24 16oz coffee cups~~
- ~~1 case Bud Light~~
- ~~1 case Dos XX~~
- ~~1 Handle Crown Royal~~
- ~~1 Liter Tito's Vodka~~
- ~~1 Liter Wild Turkey 101~~
- ~~1 bottle of Cabernet Sauvignon~~
- ~~1 Bottle Kendall Jackson Chardonnay~~
- ~~1 Deli Tray (to be placed in the dressing room)~~
- ~~1 Veggie Tray (to be placed in the dressing room)~~
- ~~20 lbs. ice for each Bus. (10 lbs. when we arrive; 10 lbs. after Soundcheck)~~

Please have (1) ice chest placed at the guitar tech's station each night 1 hour before the show with clean ice and ~~(1) 6 pack of Bud Light and (1) 6 pack of Dos XX for the stage.~~ **No Alcohol.**

~~Please have 18 BLACK HAND TOWELS placed at the guitar tech's station 1 hour before the show starts.~~

* See Purchaser's Addendum

ODD DATES: August 11, 2023

- 4 -Cases Dasani or Aquafina Water
- 2 - 12 Pack SPRITE
- 2 - 12 Pack Dr Pepper
- 2- 12 Pack Diet Coke
- 2 - 48 count Starbucks Pikes Peak K-Cups
- 2 - box Ritz crackers
- 12- 16oz bottles of assorted Gatorade
- 2 - Box of Quaker Oatmeal to go bars
- 2 - Loaf of bread
- 2 - Jar **crunchy** peanut butter
- 2 - can Spray cheese
- 1 - box of name brand microwave popcorn
- 1 - Liquid Coffee Mate creamer (REGULAR)
- 2 - large bags of BBQ Ruffles Potato Chips
- 2 - large bag sour hard Candy
- 4- Cans of Tuna fish in Spring water
- ~~1 case Bud Light~~
- ~~1 case Dos XX~~
- ~~1/2 case of ZIEGENBOCK BEER (May not be available outside of Texas)~~
- ~~1 Handle Crown Royal~~
- ~~1 Liter Jack Daniel's Whiskey~~
- ~~1 bottle of Cabernet Sauvignon~~
- ~~1 Bottle Kendall Jackson Chardonnay~~
- 1 - Deli Tray (to be placed in the ~~dressing room~~) *Gathering Area.*
- 1 - Veggie Tray (to be placed in the ~~dressing room~~) *Gathering Area.*
- 20 lbs. Ice for each Bus. (10 lbs. when we arrive; 10 lbs. after Soundcheck)

No Alcohol Permitted.

Please have (1) ice chest placed at the guitar tech's station each night 1 hour before the show with clean ice and ~~(1) 6 pack of Bud Light and (1) 6 pack of Dos XX~~ for the stage.

No Alcohol Permitted.

Please have 18 BLACK HAND TOWELS placed at the guitar tech's station 1 hour before the show starts.

*+ See Purchaser's Addendum.

Per Advance with Zach Crisp - Epicenter Productions 214-632-4944

Tracy Lawrence Backline 2022 (Fly-Date)

Guitar 1 (Stereo)

- **Amp 1**
Budda Superdrive Series II V40
OR
Fender Vintage Reissue '65 Deluxe Reverb
- **Amp 2**
Budda Superdrive Series II V40
OR
Fender Vintage Reissue '65 Deluxe Reverb

Guitar 2

- **Amp 1**
Fender Blues Deluxe

Fiddle

- **Amp 1**
Joe GK MB 115
OR
Peavey Nashville 1000

Bass

- (2) Ampeg SVT Classic w/ (2) 8x10 Cabinets

Keys

- (1) Two-tiered Keyboard Stand
- (1) Adjustable Bench
- (1) Yamaha CP4
OR
Nord Stage 3
- (1) Viscount Legend Solo Organ
OR
Nord Electro 4D Key
- (2) Yamaha FC4A Sustain Pedals for Yamaha Keyboard
- (2) Yamaha FC7 Expression Pedals
- **Please include all appropriate power cables and 1/4" instrument cables for both keyboards to run in stereo**

(TLR-13)

~~xv~~ Sec Purchaser's Addendum.

Drums

Canopus RFM, Tama Star or Starclassic maple drum kit

- 10" + 12" rack toms
- 14" + 16" floor toms with legs
- (1) 6 1/2" x 14" brass snare

AND

- (1) 6 1/2"x14" wood or aluminum snare (one is a spare)

If no Canopus or Tama kit is available, a Yamaha or Pearl kit of equal quality and sizes is acceptable.

Please include all tom holders and corresponding hardware to mount the rack toms to the left of the kick drum in an offset position.

- (6) boom cymbal stands (with felts and washers)
- (2) heavy duty snare stands
- (1) heavy duty hi-hat stand with clutch (prefer Tama Speed Cobra or Iron Cobra)
- (1) Tama Speed Cobra double pedal or Iron Cobra double pedal with felt/plastic beaters
- (1) Tama 1st Chair heavy duty drum throne (prefer round seat)
- (1) spare bass drum pedal (single pedal is fine)
- (1) 6'x8' drum carpet or rug (black if possible)

Drum heads should be brand new. Prefer Aquarian heads (I am an Aquarian artist)

- Snare- Texture Coated with dot underneath (batter side)/Classic Clear snare side bottom (resonant side)
- Toms- Super 2's clear (batter side)/ Classic Clear's (resonant side)
- Kick- Super kick 2 clear with patch for beater (batter side)/ Regulator (black) with port hole (resonant side) with pillow or heavy blanket inside drum for muffling.

Cymbals

- (Istanbul Agop artist) so that's preferred, otherwise Zildjian is fine.

- (1) 17" medium crash
- (1) 19" medium crash
- (1) 10" splash
- (1) 20" crash
- (1) 22" ride
- (1) 20" china
- (1) 14" or 15" hi-hat pair

(TLR-14)

~~✖~~ See Purchaser's Addendum.

Misc

- (3) Ultra Case guitar racks either 5 or 8 space (If not available please provide (10) individual guitar stands)
- (1) lot of assorted 1 / 4" instruments cables, guitar/bass speaker cables, power cables, etc.
- (7) variable speed stage fans
- (6) small theater-style "folding" sandbags

Gear must be accompanied by a qualified, English-speaking, Backline-company employee who will be available to assist in the setup and use of rental gear from load-in until load-out.

Joel Martin | Production Manager | joelmartinaudio@gmail.com | 615-946-5598

(TLR-15)

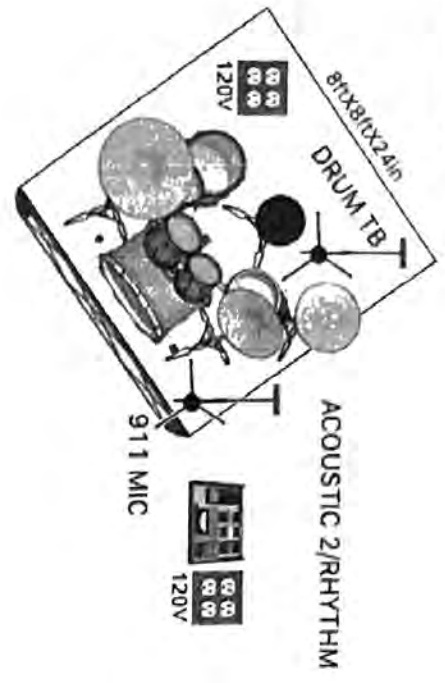
*** See Purchaser's Addendum.*

TRACY LAWRENCE INPUT LIST 2022

SPLIT	INPUT	SUB SNAKE	MICROPHONE/DI	STAND
	1 KICK		BETA 91A	
	2 SN TOP		SM 57	SHORT BOOM
	3 SN BOT		SM 57	SHORT BOOM
	4 HH		KSM 137	SHORT BOOM
	5 RACK 1		BETA 98A	
	6 RACK 2		BETA 98A	
	7 FLOOR 1		BETA 98A	
	8 FLOOR 2		BETA 98A	
	9 OH SR		KSM 137	TALL BOOM
	10 OH SL		KSM 137	TALL BOOM
	11 RIDE		KSM 137	SHORT BOOM
	12 BASS		WIRELESS	
	13 E GTR 1 L		KEMPER DIRECT OUT	
	14 E GTR 1 R		KEMPER DIRECT OUT	
	15 E GTR 2 L		KEMPER DIRECT OUT	
	16 E GTR 2 R		KEMPER DIRECT OUT	
	17 ACST 1		WIRELESS	
	18 ACST 2 L		DI ON PEDALBOARD	
	19 ACST 2 R		DI ON PEDALBOARD	
	20 KEY 1 L		PASSIVE DI	
	21 KEY 1 R		PASSIVE DI	
	22 KEY 2 L		PASSIVE DI	
	23 KEY 2 R		PASSIVE DI	
	24 FIDDLE		ACTIVE DI	
	25 VOX - FIDDLE		SM 58	TALL BOOM
	26 VOX - BASS		SM 58	TALL BOOM
	27 VOX - KEYS		SM 58	TALL BOOM
	28 VOX - TRACY		WIRELESS SM 58	TALL BOOM
	29 SPARE RF		WIRELESS SM 58	
	30 CLICK		PASSIVE DI	
	31 DRUM TB		SM 58	TALL BOOM
	32 BAND TB		SM 58	TALL BOOM
	33 FIDDLE TB		SM 58	TALL BOOM

(TLR-16)

* See Purchaser's Addendum.



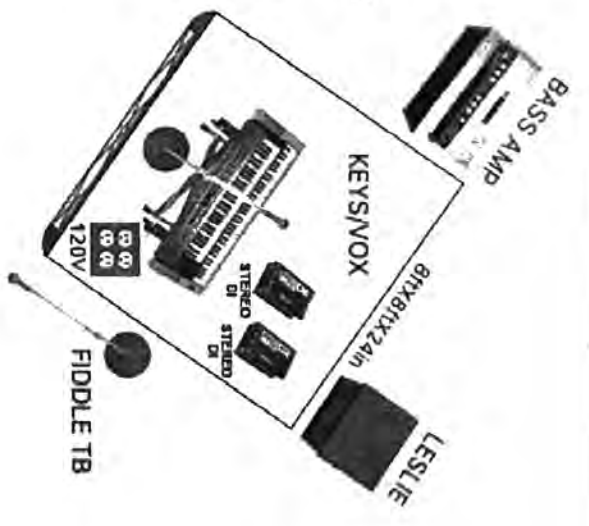
LEAD GUITAR



AUDIENCE



LEAD VOCAL ACOUSTIC 1



FIDDLE/NOX



AUDIENCE



BUS DATES:

(2) Edison quads (8 outlets total) on (2) separate 20A circuits are needed in MON world SL.
(2) Edison outlets DSC

FLY DATES:

Power drops should be made according to the stage plot.

ITEM MIXES:

- 1/2 = Tracy
- 3/4 = Lead Guitar
- 5/6 = Fiddle
- 7/8 = Drums
- 9/10 = Acoustic 2
- 11/12 = Bass
- 13/14 = Keys
- 15/16 = Cue

- 17/18 = Tech
- 19/20 = Spare
- 21/22 = Wedges

TRACY LAWRENCE
STAGE PLOT 2021

Joel Martin
Production Manager
615-946-5598
joelmartinaudio@gmail.com

(TLR-17)

**LEA COUNTY ADDENDUM – “B” – Purchaser’s Addendum
TO ALL FAIR GROUNDS CONTRACTS/RIDERS**

This “Addendum” is hereby incorporated into and made an integral part of the contract specified below. The terms of this Addendum are material to, and an essential component of the consideration pursuant to which “Lea County” (defined below) enters into the specified contract.

Specified contract to which this Addendum is incorporated:

T.L.E., INC. F/S/O TRACY LAWRENCE

The above specified contract, including any riders or other attachments thereto, and this Addendum are collectively referred to in this Addendum as “this Contract”.

A. GENERAL PROVISIONS

1. **Parties:** The Lea County Board of County Commissioners, which may be abbreviated and referred to as “Lea County” or “Purchaser” is the real party in interest and the contracting party. Notwithstanding any references in any documents constituting this Contract to any board, committee or individual as the contracting party, the only party intended to be bound is Lea County. To be valid and enforceable, this Contract must be signed by an authorized representative of Lea County. The other contracting party is referred to in this Addendum as “Producer” or “Artist” or **T.L.E., INC. F/S/O TRACY LAWRENCE** (Artist.)

2. **Independent Contractor:** Artist/Producer is an independent contractor. No other relationship with Lea County is created by this Contract. Artist/Producer and Lea County are not partners or joint venturers, and Artist is not an employee of Lea County for any purpose.

3. **Payment:** Lea County shall be obligated to pay only such amounts as are authorized and approved by the Board of County Commissioners, per contract face. *Deposits and Final Payment will only be made after Lea County receives the fully executed contract from Artist/Producer.*

4. **Insurance:**

(a) **Obligations of Lea County:** Lea County carries general liability insurance in amounts determined **pursuant to New Mexico law**. Lea County shall not be required to increase the limits on such liability insurance or obtain additional insurance pursuant to this Contract. If specifically required by other provisions of this Contract, such persons so specified shall be considered additional insureds under Lea County’s applicable general liability insurance policy. A certificate of insurance shall be provided upon request day of show.

(b) **Obligations of Artist/Producer:** The Producer shall maintain its current insurance policy and provide a COI evidencing such, upon a separate written request. The following additional provisions apply:

The Artist/Producer and any subcontractors shall maintain the following insurance coverages with a quality company, written on an occurrence basis, issued by a company licensed to transact business in the State of New Mexico during the life of this Contract, and shall furnish Lea County with certificates of insurance that shall also include insurance deductibles, if applicable. The certificates shall name the Lea County Board of County Commissioners, its commissioners, officers, agents and employees as additional insureds, providing coverage against any and all claims and demands made by a person or persons whomsoever for property damages or bodily or personal injury (including death) incurred in connection with the services to be provided under

this Contract, with respect to the Commercial General Liability coverage and Automobile Liability coverage. **With respect to the Workers' Compensation coverage, Artist shall waive rights of subrogation** against Lea County and its officers, agents, employees and volunteers.

Amounts of insurance:

- i. General liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- ii. Automobile insurance in the amount of \$1,000,000.00 with auto symbol 1, or 7, 8, or 9.
- iii. Workers Compensation insurance as required by state statute.
- iv. Professional liability in the amount of \$1,000,000.00 each claim and \$2,000,000.00 aggregate.

All insurance shall remain in full force and effect for the entire term of this Contract or until the contemplated performance is completed. Artist will ensure that sub-contractors (if any) carry the same insurance coverages as listed above.

If applicable and required by law, Purchaser requests that Artist/Producer's certificates of insurance contain the following statement:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail a 30-day written notice to Lea County, attn: County Manager, 100 North Main Street, Suite 4, Lovington, New Mexico, 88260. The telephone number is (575)396-8604."

5. **Insurance of Property:** Lea County specifically disclaims any obligation to insure the property of Artist against any loss, theft or damage, except any coverage available under any applicable terms of the general liability insurance policy referenced in the previous paragraph. Artist/Producer is solely responsible for insurance for any instruments, vehicles or other equipment provided by Artist/Producer or Artist's/Producer's employees or agents. Lea County assumes no liability whatsoever for same.

6. **Indemnification/Sovereign Immunity:** Any duty of Lea County to indemnify any party or pay any claims arising out of or related to the performance of this Contract is subject to the immunities, provisions and limitations of the Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978 and Section 56-7-1 NMSA 1978, and any amendments thereto as required by law.

7. **Governing Law:** This Contract is deemed to be executed and delivered within the State of New Mexico, and shall be construed, interpreted, and applied in accordance with the laws of the State of New Mexico, without regard to its conflict of laws principles.

8. **Venue, Attorneys' Fees:** Each party consents to the exclusive jurisdiction of the federal and state courts located in New Mexico in connection with any action arising out of, related to, or to enforce this Contract and such courts shall be the exclusive forum for resolution of such disputes. Venue for any claim or causes of action brought under this Contract shall be in the federal and state courts including Lea County, New Mexico. The parties further agree that in the event it is necessary for a party to incur attorneys' fees or other costs in the course of enforcing its rights or the other party's obligations under this Agreement, each party shall pay his own attorney's fees and expenses unless otherwise negotiated.

9. **Conflicts/Amendments:** Notwithstanding any provisions to the contrary in any other documents constituting this Contract, in the event of any conflict between the provisions of this Addendum and any provisions in any other document constituting this Contract, including any rider or any other addendum, the provisions of this Addendum shall control and any contrary provision is hereby deleted. Any amendment or modification to any of the documents constituting this Contract after signing this Addendum shall have no

effect unless in writing and signed by both parties. **BY INITIALING BELOW, IT IS SPECIFICALLY AGREED THAT ALL OTHER DOCUMENTS CONSTITUTING THIS CONTRACT ARE SUBJECT TO THIS ADDENDUM AND MODIFIED TO THE EXTENT NECESSARY TO GIVE FULL EFFECT TO THIS PARAGRAPH.** Artist Please initial: _____

10. **Severability:** If any term, provision or paragraph of this Addendum is held to be invalid, illegal, unenforceable or in conflict with applicable law, the validity, legality and enforceability of the remaining provisions of this Addendum shall not in any way be affected or impaired thereby.

B. SPECIFIC PROVISIONS CONCERNING ARTIST PERFORMANCES

1. **Video Recording/Still Photography:** Artist agrees and consents to the following recordings of the performance: Local news may tape a portion of the performance for nightly news cast. Video recording cameras and devices will be prohibited. Digital, cell phones, and still non-commercial cameras will be accepted. Local newspapers will utilize still photography for newspaper articles. The Lea County Fair and Rodeo also utilizes its own professional photographer(s).

2. **Stage:** The Venue will provide a SAM450 Mobile Stage. Both the stage and roof are sponsored by radio stations and major sponsors and will bear the sponsor's name, logo, and signage. Stairs are on both sides of the stage and are lighted. Stage size is 40' X 40' and wings. Signage will not suggest any affiliation or endorsement by Artist/Producer whether expressly or implicitly. ***The signage or sponsorship(s) does not imply the Artist endorses any product or service or said sponsor.***

3. **Merchandise Sales:** An area near the stage will be provided for artist's merchandise sales. One location is all that is utilized for the Fair and Rodeo. Some tables and chairs will be provided. Artist Sells. Artist to pay sales tax. No telephone line will be available for credit card purchases. Artist to supply any special lighting needed for merchandise sales. 80% to Artist on soft merchandise and 20% to Lea County. 90% to artist on CD/DVD's and 10% to Lea County. **Settlement with designated representative / show producer, Linda Brown, 785-635-5316.** Purchaser WILL NOT provide a seller(s) for Artist's Merchandise. If Purchaser is to provide a seller(s), it will be at the sole expense of the Artist. (A minimum of fifty dollars (\$50.00) per seller per show.) **Seller fees are not to be deducted from the Fair and Rodeo's net revenue. Artist to pay all of the sales tax.**

4. **Advertising:** Artist is advertised with numerous other acts throughout the event. There are no individual posters, flyers, etc. with Artist's name on them. Media campaign, coverage, and commercials generally feature ALL artists appearing at the event. Commercials and advertising campaign will NOT require approval of Artist or his/her management before airplay or production. Lea County does not submit marketing plans to any artist or its management. Lea County requests call in and/or on air interview with Artist and co-sponsoring radio stations. **Lea County may announce Artist's impending performances prior to the signing of this Contract to coincide with the printing of the fair posters and fair catalog. Only official photos obtained from the Artist will be used. Artist must autograph the fair posters and a limited number of promotional items as per the original offer/deal points. ALL artists performing on the Main Concert Stage sign these posters as well as a few items for local charities. This is a Lea County Fair tradition. Fair posters contain each individual artist performing at the Fair with his or her approved official photo. The Fair posters are distributed to the major sponsors, used for the youth scholarship program auction, and local charity auction items. Announce date will correspond with and the Lea County Commission Meeting Date of May 25, 2023.**

5. **NO CANCELLATIONS:** NO CANCELLATION OF THIS ENGAGEMENT BY ARTIST IS ACCEPTABLE once advertising has been purchased and put in place on **May 25, 2023**. If the United States is in a Code Red Alert status, Lea County will not be responsible for full payment to Artist if event is cancelled.

6. **COVID-19:** It is mutually understood by both parties that Lea County will provide extra cleaning and sanitizing of areas within the concert and stage areas including, but not limited to: Stage and Stage Stairways, Bleacher Seating, FOH Area, Monitor World, Guitar World, Merchandise Area, Backstage Area, Production Building, and the Catering Area. Hand washing areas, hand sanitizer, and disinfectants will be available in the concert area, especially for the use of the artists, band, crew, drivers, show producer and staff, and fair volunteers, et al. It is also mutually understood that all persons including, but not limited to, artists, band, crew, drivers, et al. are entering the Lea County Fairgrounds at their own risk. Lea County nor Linda Brown / Linda Brown and Associates, LLC bears no responsibility for any type of illness or sickness that anyone entering the fairgrounds may contract or fall ill to. Appropriate signage will be posted throughout the fairgrounds and at the entrance gates.

7. **Inclement Weather:** Artist's Representative and an authorized representative of Lea County will jointly determine whether a performance goes forward as scheduled, is delayed for some period or cancelled in the event of inclement weather. A third party weather official is available for consultation. In the event inclement weather renders the engagement impossible, hazardous or unsafe, the Purchaser agrees to remain liable for the full agreed upon compensation even if such performance is prevented by such weather conditions in consultation with Purchaser and Artist/Producer. *It is the desire of Lea County to provide a safe environment for all persons attending and/or performing at the Lea County Fair and Rodeo.*

8. **Payment:** Artist/Producer will be paid a flat fee for performance. Any deposit required will be paid in accordance with the attached Payment Schedule. All payments will be made by Lea County in the form of a Lea County Check. The balance due under this Contract shall be paid on the date of the performance. Lea County shall not be responsible for commission or additional fees or costs, including but not limited to, the salary or fee of any member of Artist's staff or crew, or any musicians or musical contractors. **Deposits will be paid upon the receipt of the fully executed contract. All show settlements to be made with Linda Brown ONLY.**

Indicate whether the following provisions apply by marking an X:

- No taxes, tickets, manifests, earned percentages, bonuses, or overages apply to this performance.
- No settlement transactions are part of this Agreement. Artist paid a flat guarantee.
- Artist's complimentary gate admission/tickets are to be advanced through show producer, **Linda Brown. 785-635-5316 – General Gate Admission. There is NO reserved seating.**
- Ticket count is not applicable. **There is no Pre-Sale or On Sale dates. No advanced tickets. This is a FREE Show with paid Fair gate admission.**
- Artists to wear their own credentials. *ALL other credentials to be issued by Linda Brown and Associates, Linda Brown, Show Producer/Promoter, per show advancement.*

9. **Taxes:** Artist/Producer assumes full and complete responsibility for collection and payment of any of its own pension payments, employment taxes and Artist/Producer's insurance, including but not limited to, local, state and federal withholding, unemployment and worker's compensation taxes and insurance and any union dues for Artist and Artist's musicians, employees and other agents. (Producer, Artist, and Producer's employees.)

10. **Security/Stagehands/Runners:** Fair-goers are able to walk the grounds all day. Fair staff and uniformed security will patrol the area to keep visitors from the stage area. However, the location can never be completely "closed off" due to the set-up of the fairgrounds and the opening times of the fair gates. Runner(s) and Lea County owned vehicle(s) will be provided from load in through load out of the show. Lea County provides adequate security. The Fair utilizes a private security company and uniformed Sheriff's Deputies.

NOTE: Due to the recent activities of protesters, both peaceful and violent, which have occurred throughout the United States of America, Lea County will make every effort to protect all persons attending the Lea County Fair and Rodeo including, but not limited to Artists, Band, Crew, Drivers, Booking Agency Staff, Fair Volunteers, Vendors, Other Performers, Fair Patrons, et al. It should be noted there has been NO such activity in Lea County as of this writing. The Backstage area is fenced and secured. LED Screens and a Public Address System can also be utilized to provide additional information to all attendees. All persons entering the Lea County Fairgrounds must understand there is always an inherent risk factor.

11. **Lighting and Sound:** Every effort will be made to provide requested equipment; however, some substitutions may be necessary. NO OPERATOR will be provided to operate the sound equipment, cd player or iPad for Artist. Professional engineers will be available to assist/operate the professional sound, lighting, and video equipment for national touring artists. Production advancement must be made with the professional production company.

Video Walls with Fair and Rodeo Sponsors & Logos: Two video walls are set up with the Fair and Rodeo sponsors names and logos that play continuously prior to the concert. They do not construe any endorsement or attachment to the artist(s) performing on the main concert stage. This does not require approval of the artist(s) or artist management companies.

12. **Dressing Rooms/Production Office:** There are NO dressing rooms or production office available. All information regarding dressing rooms and production office is NOT applicable to the Lea County Fair and Rodeo. There are no onsite showers available. Artists and crews to use hotel rooms and tour buses as dressing rooms. Tour Manager is welcome to share the Fair's production office with Linda Brown and Associates, LLC, in a portable building located directly behind the stage.

13. **Hospitality/Catering:** *Lea County will not pay for or provide alcohol to Artist/Producer under any circumstances.* Alcohol consumption is NOT permitted on the stage during the performance, before, or after the performance. There is no alcohol or beer license for the stage or backstage area. NO EXCEPTIONS. Notwithstanding anything specified elsewhere in Artist's Rider, food and beverages to be provided by Lea County will be limited to the following: Some bottled water; an assortment of soft drinks, juices, and ice, and twelve (12) stage towels. Breakfast is not part of this Contract unless load-in occurs in the early morning hours. Artist will be provided with an adequate number of meal tickets to cover the cost of lunch and dinner meals as requested upon arrival. Catering and hospitality to be advanced with the show producer, **Linda Brown and Associates, LLC, Linda Brown. 785-635-5316 linda@lindabrownandassociates.com or lbaentertainment@yahoo.com**

14. **Airfare:** Not Applicable. Any and all airfare is the sole responsibility of the Artist.

15. **Hotel Accommodations:** If applicable, any hotel accommodations to be provided by Lea County shall be specified on the attached Payment Schedule.

16. **Parking:** Bus and trailer parking will be as close to the stage as possible. There is limited space on a paved area in the concert area. Shore power is not available. **Advance with Linda Brown for parking and entrance gate instructions.**

17. **Contact:** Please advance the date and any questions regarding the venue with the designated show producer, **Linda Brown at 785-635-5316.**

18. **DB Limit:** The maximum decibel limit on the Fairgrounds is 105 db.

19. No Music Performance Royalties will be paid by the Booking Agent or Show Promoter. All obligations in connection with the performance are the sole responsibility of the Purchaser. Purchaser is responsible for all applicable licenses.

20. Festival Style lighting, stage, roof, and sound production to be provided by the venue including a general labor call. Specific requests may not be possible as the production is pre-set for all artists that perform at the Fair. Shore power is not available. Advancement is to be made with the Professional Lighting and Sound Company. Contract Information:

Epicenter Productions LLC
Zach Crisp, Engineer
214-632-4944
zach@epicenterproductions.net

NOTE: Sound check must be finished by 5:00 p.m. to accommodate the PRCA Rodeo.
No sound checks before 1:30 p.m. to accommodate the Livestock Events.

21. Meet and Greet with Fair Officials, Committee Members, County Officials, VIP Sponsors, and Media winners is required per the engagement offer. Forty (40) Meet and Greet participants. Artist to please provide Meet and Greet passes. ALL Fair Meet and Greets are at 8:30 p.m. A professional photographer is utilized. Meet and Greet participants can download their photos from the Fair's website, at no charge, within 24 hours following the event.
22. All Fair and Rodeo main stage concerts are **Free** with Fair gate admission. There is **No Reserved seating. (Standing Room Only and limited Bleacher Seating is available.)**
23. Local, Regional, and National sponsors are part of the Fair and Rodeo. Approval of the individual sponsor, title sponsor, or main stage sponsor, does not require any approval from the Artist or his/her management. The presenting radio station for the Fair and Rodeo is KIX 103, 102.9, a Noalmark Broadcasting Corporation. No sponsorships infer the Artist is endorsing any product or service.
24. Autograph signing will be at the discretion of the Artist. Security will be provided by the Purchaser if the Artist chooses to sign following the performance.
25. **This Addendum supersedes all verbal and written contracts and riders.**

NOTE: Every effort will be made to accommodate the artist, band and crew, but some substitutions made be necessary. The Lea County Fair is in an isolated area. All Contracts must be approved by the Lea County Commission in a public advertised meeting, per New Mexico State Law. This contract is scheduled and approved at the May 25, 2023 Lea County Commission Meeting. ALL main stage artists for the 2023 Lea County Fair and Rodeo and Hispanic Heritage Celebration are approved and announced at this meeting. Because this is a public meeting, certain aspects of the Contract, Rider, and Addendum become public information as the Fair and Rodeo are funded with tax dollars / public funds.

A. The Fairgrounds are owned by Lea County. The Lea County Commission oversees the property. The Fairgrounds are up to all codes and meets the New Mexico state laws for compliance. The Lea County Commission purchases rain event insurance for all concerts, and Lea County is financially solvent and secure regarding purchasing the Artist.

- B. "Doors" are not part of this Contract. The Fair gates open at various times during the event duration depending upon exhibit shows, livestock shows, and the livestock sale. Security is in place, and the concert area is a secure part of the grounds, but there is no way to completely "close off" the fairgrounds or the concert area. The Backstage area is a fenced area within the Fairgrounds.
- C. Concert area is on an asphalt area next to the Rodeo Arena. Additional flooring is Not part of this Contract. All lighting that can safely be eliminated during the concert will be turned off. There is permanent lighting that cannot be turned off. Carnival lighting, food vendor, and food court area, will remain on as well as parking lot lighting.
- D. **Purchaser's Representative: Linda Brown of Linda Brown and Associates, LLC**
Staff members will also be present to assist with the show. They will manage all aspects of the stage and the backstage area. All settlements including show settlement and merchandise will be made with Linda Brown. It is duly noted that Linda Brown / Linda Brown and Associates, LLC acts as an Agent and Talent Buyer for the Purchaser. Linda Brown, et. al. / Linda Brown and Associates, LLC is in no way responsible for any loss of profits or liable for any aspect of this performance, the Contract, Rider, Purchaser's Addendum, or additional documents.
- E. Fair officials and the presenting radio station Emcee will make announcements and acknowledge the major sponsors prior to the concert performance. Walk up music cannot be played until after the PRCA Rodeo performance ends.

Please signify your acceptance of and agreement with the terms and conditions contained herein by signing in the appropriate space below.

AGREED AND ACCEPTED ON THE DATES SET FORTH BELOW.

"PRODUCER" / "ARTIST"

_____ Date: _____

Printed Name: _____

"PURCHASER"
"LEA COUNTY"

Lea County Board of County Commissioners

BY: _____
Dean Jackson, Lea County Commission Chairman, or
Michael Gallagher, Lea County Manager

Date: _____

PAYMENT SCHEDULE

CONTRACT WITH: T.L.E., INC. F/S/O TRACY LAWRENCE

EIN or SSN: W-9 Forms to follow and to become part of the Contract.

EIN for Artist: 62-1493169

Performance Date(s): Friday, August 11, 2023

Total Fee: \$ 50,000.00 (Fifty thousand dollars) – Flat Guarantee

Deposit Amount: \$ 25,000.00 (Twenty-five thousand dollars)

Deposit Due By: July 11, 2023 (Note: Deposits are paid only after receiving a fully executed contract.)

Make all Deposit checks payable to: **William Morris Endeavor Entertainment, LLC**

Address:

**William Morris Endeavor Entertainment, Inc.
Attention: Lance Alleman
1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
615-963-3387**

Notation on Check: **Tracy Lawrence – Lea County Fair – August 11, 2023**

Balance of contract to be paid to: **T.L.E. INC. F/S/O TRACY LAWRENCE
\$25,000.00 (Twenty-five thousand dollars.)**

Contract Fee paid at the time of the performance unless otherwise specified.

AIRFARE: Yes No – **NOT Applicable to this Contract.**

Details/Limits: Round trip Airfare (Regular Economy Class or equivalent) from _____ to Hobbs NM will be purchased by Lea County and advanced to _____. Any additional airfare charges such as upgrades, luggage fees, and any other charge incurred will be the sole responsibility of the Artist.

GROUND TRANSPORTATION: YES, to be provided by Lea County. (Includes runners and vehicles at no cost to the Artist.)

HOTEL/CATERING ACCOMMODATIONS: YES NO

Details/Limits: Hotel rooms will be furnished by Lea County. Hotel will be of average amenities. Hotel may be in Lovington or Hobbs. Lea County reserves the right to change the Hotel in its sole discretion. Please advance room information with the designated show producer:

Linda Brown – 785-635-5316 linda@lindabrownandassociates.com

Hotel Rooms: Fifteen (15) King Single Hotel Rooms, all Non-Smoking for Thursday, August 10, 2023 and Friday, August 11 with check out on Saturday, August 12, 2023. Note: Rooms are for two (2) nights. Any changes are to be advanced with Linda Brown.

Hotel Rooms placed under: Tommy McDonald, Tour Manager

NOTE: This show is a Tour Bus date. (As of May 20, 2023; Subject to Change.)

Catering: To be advanced closer to the show date. Advance ALL catering requests with
Linda Brown – 785-635-5316 linda@lindabrownandassociates.com



CREATIVE ARTISTS AGENCY
401 Commerce Street, Penthouse
Nashville, TN USA 37219
+1 615 383 8787

AGREEMENT made this 15th day of Mar, 2023 between Bowen Touring, LLC (hereinafter referred to as "COMPANY"), furnishing the services of the artist(s) professionally known as Wade Bowen (hereinafter referred to as "Artist") and Lea County Board of Commissioners (hereinafter referred to as "PURCHASER") It is mutually agreed upon between the parties as follows. The PURCHASER hereby engages the COMPANY and the COMPANY hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth, including those attached hereto entitled "Additional Terms and Conditions". ** See Lea County Purchaser's Addendum.

Table with 6 columns: DATE, LOCATION, VENUE, #SHOWS, SHOW TIME, ARTIST SET. Row 1: Tue Aug 8, 2023, Lovington, NM, Lea County Fair & Rodeo, 1, 9:30 PM, 9:30 PM

DEAL TERMS: 27,500 USD Guarantee.

Deposit(s) Due: 13,750 USD due 30 days prior to show date (on or before Jul 09, 2023) with receipt of fully executed contract. Deposit structure must be MFN (Most Favored Nations). Paid by Company Check.
All payments shall be paid by certified check, money order, bank draft, wire transfer to Company as the payee, or cash.
WIRE TRANSFER SHOULD BE SENT TO:
Bank USD wire information: City National Bank
400 N. Roxbury Drive, 4th FL. Beverly Hills, CA 90210 Attn: Mariam Zakian
Creative Artists Agency - Client Trust Account
Account #: 101-797-791
ABA #: 122016066
Swift code: CINAUS6L
We do not accept ACH wires.
NOTE:
Please include the name of the Artist and date of Performance on all transfers.
All transfer fees to be paid by remitter.

Billing: Artist to receive 100% Headline billing and close show.

Performance Length: Artist to perform one complete set. Purchaser requests one 90 minute set.

Sound & Lights: Purchaser to provide professional sound & lights per approval from management/production manager.

Support Talent: NO SUPPORT. WADE BOWEN to Headline and close directly following the Rodeo.
If Support is added, Artist must approve.

Ground Transportation: Purchaser agrees to provide and pay for local ground transportation per Artist's specifications.

Marketing:
• Purchaser must contact Alicia Pruitt (alicia.pruitt@redlightmanagement.com) and Allie Sisoian (allie.sisoian@redlightmanagement.com) for marketing materials, approval of all announce, on-sale, radio involvement/presents, marketing, and advertising plans. ** See Purchaser's Addendum.
• Link to ticketing company should be provided to management upon confirmation of performance for all online tickets. NO Advance Tickets- WALK UP ONLY. NO HARD TICKETS.
• The entire capacity/sellable tickets stated on the offer must be available online as part of advance ticket sales.
• No tickets may be held back and online tickets are not allowed to be cut off prior to the entire capacity/sellable tickets are sold out.
• Buyer agrees to not announce or go on sale until mutually agreeable on sale/announce dates have been confirmed by agent.
• Buyer to provide ticket counts weekly leading up to the show and emailed to the agent. Additional ticket count requests may be made by CAA and management as well as needed. NOT APPLICABLE.
• Any VIP area/tickets must be approved by agent prior to going on sale.
• No photography or press passes to be allowed without written approval from Agent or Artist Management.
• All radio involvement, including marketing plans and ad buys with stations in all markets for all shows MUST BE APPROVED by Agent or Artist Management prior to any purchase, commitments or schedules are placed.

** See Purchaser's Addendum.

Additional Provisions: Purchaser to provide artist rider per approval from management/production manager. - No Alcohol.

Artist to receive 20 comps. If more are required, Tour Manager to advance, Advance With LINDA BROWN, 785-635-5316

linda@lindabrownandassociates.com

*** See Purchaser's Addendum.**

<p>Advance with LINDA BROWN →</p>	<p>Any and all comp tickets used for promotion must be approved by Agent or Artist Management.</p> <p>Any/all meet & greets or photo opportunities must be approved by management in writing prior to engagement. Amount of participants, location or time of meet & greet to be advanced with management.</p>
<p>See Purchaser's Addendum. →</p>	<p>In the event of inclement weather that renders any performance impossible, hazardous, or unsafe, Purchaser shall remain liable for payment of the full agreed upon compensation even if such performance is prevented by such weather conditions.</p>
<p>See Purchaser's Addendum. →</p>	<p>Purchaser will implement all recommended and necessary 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.</p> <p>Radius Restriction: Artist shall not play within 100 miles of venue, 60 days before and 60 days after show date, unless otherwise agreed to in writing.</p>
<p>Merchandise:</p>	<p>80/20 soft, 90/10 hard - Artist sells * Settlement With LINDA BROWN.</p> <p>Merchandise rate must be MFN (Most Favored Nations).</p>

See Purchaser's Addendum. Attached riders are made a part hereof.
 If Artist is headlining this engagement: "All support talent is subject to Artist approval." - **No Support Act.**
 The engagement shall not be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Company relating to and permitting such recording, reproduction, or transmission.

Signed: _____ (ARTIST/COMPANY)
 COMPANY: Bowen Touring, LLC

Signed: _____ (PURCHASER)
 PURCHASER: Lea County Board of Commissioners, by Dean Jackson - 100 Main Street, Suite 4, Lovington, NM 88260
Commission Chair

BA: Brian Waymire
 Booking #: 885155

Send To: Linda Brown - Linda Brown and Associates - 4 NE 10th Street #437, Oklahoma City, OK 73104; +1 785-635-5316

Day of Show and Advance:
 Linda Brown 785-635-5316
 linda@lindabrownandassociates.com

Production:
 Zach Crisp 214-632-4944
 Epicenter Productions
 Zach@epicenterproductions.net

xx See Purchaser's Addendum.

Additional Terms and Conditions

The following additional terms and conditions are incorporated in and are part of the Agreement attached hereto

1. PURCHASER agrees that it shall be solely responsible to provide a safe environment for the performances set forth in the Agreement (the "Performances") including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security and management of attendees, so that the Performances and all persons and equipment are free and secure from adverse health, weather and other potentially negative or unfavorable conditions, situations and/or events ("Adverse Conditions"). COMPANY and Artist shall not have any liability for any damage or injury caused by such Adverse Conditions. PURCHASER further agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the Performances, and if required by COMPANY, any and all rehearsals therefor, including, but not limited to

- a. Equipment, materials, labor, licenses, permits, including, but not limited to, ~~a suitable theater, hall or auditorium (well heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by COMPANY, a public address system in perfect working condition (including microphone(s) in number and quality as required by COMPANY), and comfortable well lighted dressing rooms.~~
- b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), ~~including, but not limited to, scenery, properties and baggage,~~
- c. ~~Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore, provided, however, that COMPANY shall have the right to name such musical contractor and to approve such musicians.~~
- d. All lights, ~~tickets, house programs,~~ licenses, including, but not limited to, any performing rights licenses, special police and security, medical and health personnel, ~~ushers,~~ ticket sellers ~~for advance or single sales (wherever such sales take place), and ticket takers;~~
- e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.

2. PURCHASER will comply promptly and professionally with COMPANY'S directions regarding the arrangement of stage decor and settings for the Performance(s).

3. COMPANY will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. COMPANY shall have the sole right as COMPANY sees fit to designate and change, at any time, the performing personnel. *d B Level is 105 maximum.*

4. The Performance(s) to be furnished by COMPANY shall receive billing in such order, form, size, and prominence as directed by COMPANY. *Artist is headliner on his Performance Day. All main stage artists receive identical BILLING.*

N/A → 5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or COMPANY, or otherwise used in the Performance(s). *Professional labor is furnished by Production Company.*

~~6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s), or any part thereof.~~

Local News may record a portion of the show for nightly news cast. Area newspapers may photograph. Cell phones and still cameras are permitted.

~~7. Except for local press in commercially reasonable numbers, any free admissions will be subject to COMPANY'S prior written approval.~~

All Complimentary tickets are determined by the Lea County Fair Board and the Lea County Commission.

8. Tickets: *Show is Free with Paid Fair Gate Admission. No Advance Tickets.*

No HARD Tickets → a. PURCHASER is prohibited from deviating from the agreed upon ticket scaling without the prior written approval of COMPANY. ~~Notwithstanding the foregoing, in the event that PURCHASER deviates from the agreed upon ticket scaling made a part hereof, COMPANY is entitled to and PURCHASER will pay to COMPANY any and all revenue derived from ticket sales that exceed such scaling (e.g., ticket prices and/or number of tickets sold). Additionally, in any such event, COMPANY will have the right to terminate this Agreement immediately upon notice to PURCHASER.~~

b. In the event that payment to COMPANY will be based in whole or in part on the receipts of the Performance(s):

~~1. Ticket prices must be submitted to and approved by COMPANY in writing before tickets are ordered or placed on sale;~~

~~2. PURCHASER will deliver to COMPANY a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and~~

~~3. COMPANY will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). COMPANY will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at PURCHASER's normal place of business where PURCHASER maintains such receipts.~~

9. COMPANY will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). ~~The receipts thereof will belong exclusively to COMPANY. PURCHASER will make reasonable accommodations to facilitate COMPANY'S sales activities.~~

80/20 Soft Goods 90/10 Recorded Goods - Settlement with Linda Brown.

~~10. PURCHASER agrees that COMPANY may cancel the Performance(s) hereunder, in COMPANY'S sole discretion, by providing at least thirty (30) days' notice to PURCHASER prior to the Performance(s) date. In such event, COMPANY will return any amounts previously paid by PURCHASER.~~

No Cancellation after Advertising is in Place on May 25, 2023.

xx See Purchaser's Addendum.

~~purport to the Agreement and shall have no other obligations~~

11. If before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, COMPANY may cancel the Agreement without payment or penalty of any sort. **No Cancellation is Acceptable.**

12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:
a. COMPANY in its sole and exclusive discretion, may immediately terminate this Agreement.
b. COMPANY will have the right to retain any amounts theretofore paid by PURCHASER.
~~c. PURCHASER will immediately reimburse COMPANY for any out-of-pocket costs incurred by COMPANY and/or Artist as a result of PURCHASER'S breach.~~
d. PURCHASER will remain liable to COMPANY for the guarantee and any additional compensation due COMPANY, as set forth in the Agreement, and
~~e. COMPANY and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity~~

13. In the event of an alleged material breach of this Agreement by COMPANY and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Performance, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. ~~Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar alleged damages.~~

14. Currency Unless otherwise provided herein, CAA will hold all deposits in United States Dollar accounts. Purchaser shall bear any currency conversion risks associated with delivering funds in other than United States Dollars or requesting deposit refunds (when such refunds are applicable) in other than United States Dollars.

15. Force Majeure:
a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of COMPANY's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by COMPANY or Artist; fire, flood, pandemic or other geographically diverse phenomenon; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure, delay, or impediment to transportation not within COMPANY's or Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond COMPANY's or PURCHASER's reasonable control.
b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 15(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.
c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay COMPANY the full amount of the guarantee set forth in this Agreement.
d. In the event that this Agreement concerns a support artist performance, and the headline artist of such engagement does not perform for any reason (except a Force Majeure Event cancellation for which Section 15 above will apply), if Artist is ready and willing to perform the services set forth herein, COMPANY will be entitled to receive the full, agreed upon compensation set forth in this Agreement.

16. Insurance: Aliens With NM State Statutes. **\$1,000,000 ONE MILLION**
a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than ~~25,000,000~~ **per occurrence** to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). ~~The policy shall name COMPANY, Artist, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insureds.~~ **No Additional Insureds.**
b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. ~~PURCHASER shall supply COMPANY with certificates of insurance showing coverage of the above at least ten (10) business days prior to the Performance date, provided, however, that if PURCHASER does not provide such certificate by the foregoing date, COMPANY may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of insurance as set forth herein, COMPANY may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.~~
c. ~~The insurance policies described herein will contain provisions requiring the insurance company to give COMPANY at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to COMPANY for written approval prior to any such change taking effect.~~ **COI available Day of Show.**

All insurance follows New Mexico State statutes. xx See Purchaser's Addendum.

17. Indemnification: **xx Dual indemnification of Company and Purchaser.**
xx See Purchaser's Addendum
a. PURCHASER shall indemnify, protect, and hold COMPANY, Artist, the individual performing members of Artist, Artist's managers, accountants, attorneys, agents, and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (i) PURCHASER's breach or alleged breach of the Agreement, and (ii) the Performance, including, but not limited to:
1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance or allegedly arising from an Adverse Condition;

xx Each Party Pays its own attorney fees.
xx Artist/Company to carry its own insurance.

See Purchaser's Addendum.

SEE Purchaser's Addendum

- 2. Any and all lives, damage and/or destruction occurring to COMPANY's Artist's, and/or their respective employees, contractors, or agents, instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control.
- 3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party, and
- 4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by COMPANY. For the avoidance of doubt no claims, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to COMPANY, and COMPANY expressly agrees to such claim, deduction, or offset in writing.

~~If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies will be the sole remedy of the insured.~~ All insurance and claims are subject to New Mexico State statutes.

18. PURCHASER shall pay all taxes and fees incurred due to Performance(s), including all amusement taxes.

19. UNDER NO CIRCUMSTANCES WILL COMPANY AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF COMPANY AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If artist does not perform, fair profits will be affected.

20. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY COMPANY. COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY COMPANY AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF COMPANY OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

~~21. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.~~

22. The Parties each acknowledge that CREATIVE ARTISTS AGENCY, LLC acts only as agent for COMPANY, and assumes no liability hereunder.

LINDA BROWN, et. al. / LINDA Brown and Associates, LLC acts in the same capacity for the purchaser.

23. Except for the Parties' acknowledgment in Section 22 above, that Creative Artists Agency, LLC assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the terms of Artist's Rider will control.

New Mexico Lovington, New Mexico
Los Angeles, California

SEE Purchaser's Addendum

24. This Agreement shall be construed in accordance with the laws of the State of ~~California~~ without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in ~~Los Angeles, California~~ in accordance with the commercial rules and regulations then in effect of JAMS. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performances or any element thereof. Wherever or whenever there is 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.

Not Applicable

25. In the event that the performing artist(s) are members of the American Federation of Musicians ("AFM"), PURCHASER agrees that a representative of AFM will have access to the place of engagement covered by this agreement for purposes of communicating with the performing artist(s) and PURCHASER; provided, however, that PURCHASER acknowledges that AFM is not a party to this agreement and is not liable for the performance or breach of any provision hereof.

26. The parties acknowledge that the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information, and it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or (c) is required to be disclosed by any party to its legal counsel or financial advisors regarding the transaction contemplated hereunder, provided that such third parties will be bound by confidentiality obligations similar to those set forth in this Section 26. Disclosure of any confidential information by a party without the other party's express consent will be deemed a breach of this Agreement.

Per New Mexico State Statutes dealing with and Pertaining to use of Public Tax Funds, All Contracts are Public Information.

*+ See Purchaser's Addendum.



WADE BOWEN

FULL BAND RIDER

MANAGEMENT:

ALICIA PRUITT – 615.828.6253
ALICIA.PRUITT@REDLIGHTMANAGEMENT.COM

ALLIE SISOIAN – 210.859.3105
ALLIE.SISOIAN@REDLIGHTMANAGEMENT.COM

TOUR MANAGER:

JEFF ALLEN – 512-944-7873 – JEFF@WADEBOWEN.COM

****PLEASE SEND ALL MARKETING PLANS TO MANAGEMENT BEFORE ANNOUNCING
AND PUTTING TICKETS ON SALE****

AGENT: CHAD KUDELKA – 615-383-8787 – CHAD.KUDELKA@CAA.COM
PRODUCTION MGR: DAVE DERICK – 512.740.0553 – DAVE@WADEBOWEN.COM

****PLEASE ADVANCE PRODUCTION WITH PRODUCTION MANAGER AT LEAST 14
DAYS OUT FROM PERFORMANCE DATE****

(R-1)

* See Purchaser's Addendum.

WADE BOWEN CONTRACT RIDER

This Rider ("Rider") is attached to and made a part of the contract (the "Contract") between WADE BOWEN ("Producer" and "Artist") and the purchaser of said services ("Purchaser") as defined on the face of the Contract in connection with Artist's performance(s) at the venue described therein (the "Venue" or the "Engagement"). To the extent this Rider conflicts with the terms and conditions contained in the Contract or in any other contract, the terms and conditions contained in this Rider shall control. Producer and Purchaser hereby agree to the following additional terms and conditions:

BILLING / ADVERTISING Artist is Headliner on Tuesday, August 8, 2023.

Unless otherwise stated to the contrary in the Contract, Artist shall receive 100% sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over all advertising, promotions and sponsorship. All Artists appearing on the main stage receive identical Billing.

CANCELLATION No cancellation is acceptable once advertising is in place 5/25/2023. Producer shall have the right, in its sole discretion, to cancel the Engagement without liability, by giving Purchaser notice thereof at least thirty (30) days prior to the start of the Engagement.

FORCE MAJEURE * See Purchaser's Addendum.

If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, 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, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall include Artist or any member thereof.

INCLEMENT WEATHER * See Purchaser's Addendum.

Producer's obligations hereunder shall be excused and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price, plus any percentage monies called for in the Contract. Representatives from the Fair, Artist, Production Company, LINDA BROWN and Associates, LLC, and Emergency Management/Law Enforcement Jointly make this decision.

CREATIVE CONTROL Producer shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers (including master of ceremonies and welcoming speakers) and their length of performance, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film or videotape played to patrons at any time during the Engagement including prior to performance and during intermission (if any). dB level is 105 maximum Per Ordinance.

ANCILLARY RIGHTS * See Purchaser's Addendum.

A. RECORDING

Purchaser agrees that Artist's performance hereunder, including any part thereof, shall not be broadcast, photographed, recorded, filmed, taped or otherwise reproduced in any form, by any method, for any purpose, without Artist's and Producer's prior written consent. Local News may record a portion of the performance for NIGHTLY Newscast. Area News Papers are allowed to photograph for publication. The Fair and Rodeo Employs Professional Photographers for Promotional Purposes. (R-2) Cell Phones and Still cameras are Permitted.

~~XX~~ See Purchaser's Addendum.

P. MERCHANDISING 80/20 Soft Goods 90/10 Recorded Goods

Producer, or its designee, shall have the sole and exclusive right, ~~without obligation to any party,~~ to sell and distribute merchandise of any kind at the Engagement. Unless otherwise agreed to in writing, ~~Producer shall retain 100% of the gross receipts resulting from the sale of said merchandise.~~ Purchaser shall provide, at its sole cost, well lit, secure, prime locations for merchandising.

Settlement with Linda Brown / Linda Brown and Associates, LLC.

RADIO STATION / PRODUCT CO-PRESENTS / PROMOTER CO-PRESENTS

~~Any proposal for radio station co-presentation of this show including any tie-in with a radio, TV, newspaper or product must be cleared with and approved by Producer/Artist prior to any confirmation of such tie-in, co-present or co-promote, if not already approved by Agent prior to this contract issuance. Also, any co-promote situation with any promoter other than contract signer as shown will first need approval of Agent. There is to be absolutely no corporate or commercial advertising / informational signs or banners directly displayed behind or near the stage area while artist is performing during the entire performance, nor shall the ARTIST'S appearance be sponsored by or in any other way tie-in with any political candidate, commercial product or business without written approval by Artist.~~ ~~XX~~ See Purchaser's Addendum.

COMPLIMENTARY TICKETS Advance with Linda Brown.

Unless otherwise agreed to in writing, Artist and Purchaser shall each have the right to receive not more than twenty ~~five (25)~~ complimentary tickets for each show.

SETTLEMENT Artist is Paid a flat Guarantee. No Box Office Settlement.

~~Producer shall have the right to enter the box office at any time (before, during and after the performance) to examine and make extracts from the box office records of Purchaser relating to the gross receipts of the Engagement. Purchaser shall provide Producer with a written box office statement (certified and signed by Purchaser) within one (1) hour following the Engagement.~~

Settlement for final check is made with Linda Brown.

TAXES

Purchaser shall pay, at its sole cost, all taxes, fees, dues, levies and the like relating to the Engagement and the sums payable to Producer shall be free of same. The foregoing shall not apply to any Federal or State income taxes imposed by law on Producer or Artist for Engagements performed within the United States (unless otherwise stated on the face of the Contract) but shall apply to all other forms of taxes including, without limitation, any business occupations tax or any value added tax ("VAT").

INDEMNIFICATION Dual indemnification of both Parties. ~~XX~~ See Purchaser's Addendum.

~~Purchaser agrees to indemnify and hold harmless Producer and Artist and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.~~

Each Party Pays its own attorney's fees and associated court costs.

CHOICE OF LAW AND FORUM

This Rider and Contract shall be deemed made and entered into in the State of ~~Tennessee~~ and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The State or Federal courts located in ~~Nashville, Tennessee~~ shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts.

↓
LOVINGTON, New Mexico

INTERNATIONAL TRAVEL - Not APPLICABLE.

If the Engagement is to be performed outside the continental limits of the United States, Purchaser agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any

~~**~~ See Purchaser's Addendum

Not Applicable
other documents of any nature whatsoever necessary or usually obtained to enable Artist, entourage and their equipment to enter and leave the country of the Engagement and for Artist and Artist's performers to render their services hereunder. Purchaser shall cause the foregoing to be provided to Producer (or to such location as directed by Producer in writing) in a timely manner. To the extent Purchaser requests any information or documents from Artist or Producer in connection therewith, such request shall be in writing and shall be made in a timely manner.

SECURITY ~~**~~ See Purchaser's Addendum. Security is Provided.

Purchaser is solely responsible for providing security in connection with the Engagement. Accordingly, Purchaser shall provide and pay for adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, Producer, Artist (and each of their respective agents, employees, contractors and equipment) and patrons. The foregoing is in addition to any other security requirements of Producer contained in the attached Artist Production Rider (if any).

See Purchaser's Addendum INSURANCE All insurance is aligned with the New Mexico State Statutes.

PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$1,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). ~~The policy shall name COMPANY, Artist, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insured's.~~ No additional insureds are named.

LICENSES / PERMITS None are Required for the Lea County Fair and Rodeo.

Purchaser shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations and the like required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement and (ii) Artist's / Producer's exercise of any rights granted herein. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable thereto. ~~Upon request, Purchaser shall provide Producer with evidence of the foregoing; provided that Producer's failure to request or review same shall not be deemed a waiver of Purchaser's obligations or Producer's rights hereunder.~~

GENERAL REQUIREMENTS / PRODUCTION RIDER ~~**~~ See Purchaser's Addendum. / Per Advance.

Except as otherwise agreed to by the parties in writing or as otherwise stated in the attached Artist Production Rider (if any), Purchaser shall provide, at its sole cost, all elements of the production as required by Artist including, without limitation, catering, ~~dressing rooms~~, internal ground transportation, sound, lights and backline equipment. If the Artist Production Rider is attached hereto, then said Artist Production Rider shall be made a part hereof and Purchaser agrees to fulfill or cause to be fulfilled, at its sole cost, all terms and conditions contained therein. Professional Production is

STAGING Stage is a SAM450. / Per Advance.

Festival Style.

Purchaser shall provide and pay for an adequate stage suitable for its intended purpose. Without limiting the generality of the foregoing, said stage shall be designed and constructed in order to accommodate Artist's production requirements including those contained in the attached Artist Production Rider (if any). If the Engagement is to be performed outdoors, Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Artist and their crew) from inclement weather and dangerous conditions resulting there from. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate.

*** See Purchaser's Addendum.*

ADDITIONAL REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants that: (i) it has the right and authority to enter into this Rider and Contract and to fully perform its obligations contained herein; (ii) it has the right to grant the rights granted herein and that Artist's / Producer's exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party; (iii) all goods, equipment and other materials provided by Purchaser (or at its request or direction) shall be safe, fully operational, and will not cause injury or damage to any person or property; and (iv) that all persons provided by Purchaser (including, its agents, employees and contractors) shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property. The undersigned warrant and represent that they are authorized to execute this Rider and Contract on behalf of the respective parties.

RETURN OF CONTRACT *No Cancellation is Acceptable once advertising is in place on 5/25/2023.*

Purchaser agrees to sign and return this Rider and Contract to Producer's agent, Creative Artists Agency, ~~within ten (10) days from the date of the Contract; otherwise, Producer shall have the right to cancel the Engagement upon notice thereof without liability. Producer's failure to exercise its right to cancel the Engagement upon the completion of said ten (10) day period shall not be deemed a waiver of Producer's right to cancel the Engagement at any time thereafter.~~

MODIFICATION / ASSIGNMENT / MISCELLANEOUS *** See Purchaser's Addendum.*

~~This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Rider and Contract (or any part thereof) may not be changed, modified, or waived without a signed, written agreement of the parties.~~

NOTICES / CONSENTS *** See Purchaser's Addendum.*

All notices, consents, approvals and the like given in connection with this Rider and Contract shall not be effective unless contained in a writing, signed by the party giving same.

PARAGRAPH HEADINGS

Paragraph headings are used herein for convenience only and shall not be used to interpret this Rider.

AGREED TO AND ACCEPTED:

Purchaser

*Dean Jackson, Chair, Lea County Commission or
Michael Gallagher, Lea County Manager.*

Date

Wade Bowen/Artist Representative

Date

~~X~~ See Purchaser's Addendum.



WADE BOWEN HOSPITALITY RIDER

Per Advance with
Linda Brown.

First, and as always, thank you for having us. We are looking forward to having a great time with you, your staff, and your patrons. Riders can get hard to keep up with and very redundant, so think of our hospitality rider as an outline of things to discuss during the show advance. This rider does not contain requests where you are asked to pick out odd colored candy, overly cooked potato chips or face beer bottles label side up. We realize that when dealing with alcohol, laws and restrictions differ from one county to the next. Please inform the road manager of the protocol in your area, during the advance and on the day of the engagement. We are more than happy to comply. **No Alcohol.**

PARKING There is Plenty of Bus and Trailer Parking Behind the Stage.

Approximately 80' will be needed to accommodate our coach and trailer. This must be in close proximity to and with direct access to the backstage area/entrance on the date of the performance and available for the duration of the evening. This parking space shall be reserved for a period of six (6) hours prior to the declared load in time. Parking is to be paid by purchaser if a parking fee is applied.

****Parking permits should be obtained 1 week prior to date of performance and available upon arrival.** Not Applicable.**

LOAD IN Per Advance with Linda Brown.

Artist requires two hours for load in, troubleshooting, and sound check. Please provide two competent and sober stagehands for load in and load out. Hands should report to the venue 30 min prior to load in, road manager will coordinate a return time.

LODGING Per Advance with Linda Brown.

Unless stipulated otherwise in the Contract, Purchaser will provide 4 rooms (non-smoking) at a nearby established hotel chain with a AAA rating of 3 stars or more for the driver. Preferred hotels are LA QUINTA, MARRIOTT, HOLIDAY INN, EMBASSY SUITES, and HAMPTON INN. (ABSOLUTELY NO MOTEL 6) Hotel amenities must include: high speed internet access in the rooms, and a fitness facility. Please be sure to guarantee the rooms for late arrival. Hotels are to be booked under Bowen Touring. Please email confirmation to Jeff Allen (jeff@wadebowen.com) at least 1 week prior to performance date.

MEALS Per Advance with Linda Brown.

Unless agreed upon otherwise in the Contract, Purchaser will provide (at no cost to Artist) a healthy, light, well-balanced meal, consisting of an entree, assorted vegetables, salad and dessert for 10 people at the venue or nearby restaurant. Fast food restaurants (i.e. Burger King, KFC, are not acceptable). Artist's Tour Manager will designate the mealtime, which is generally prior to sound check. A buy-out of \$20.00 per person (\$200) is acceptable. **Any menus of late-night restaurants with delivery services or personal recommendations Would be greatly appreciated.**

Purchaser Signature

Dean Jackson, Chair
Lea County Commission

(R-6)

** See Purchaser's Addendum.



WADE BOWEN
HOSPITALITY RIDER
(NOT FOR BACKSTAGE)

Per Advance with
Linda Brown.

** See Purchaser's Addendum.

****THESE ITEMS ARE TO BE RECEIVED UPON ARRIVAL****

- No Alcohol →
- ~~One 1.75L bottle of Tito's Vodka. If not available, Kettle One Stolichnaya (Stolichnaya).~~
 - ~~Two cases (48 bottles) of Shiner Light~~
 - ~~One case (24 bottles) of Shiner Premium~~
 - ~~One 750ml bottle of Premium Whiskey~~
 - ~~Two twelve packs of spiked seltzers (Topo Chico Seltzer, Canteen, White Claw, etc.)~~
 - ~~One 750ml bottle of Casamigos or Espolon Tequila~~
 - Two cases of bottled SPRING water
 - Twelve Topo Chicos (lime flavor is preferred but plain will work)
 - Four sugar free Red Bulls
 - Four flavored or regular Red Bulls
 - One 12-pack of Coke Zero
 - One 12-pack Coca Cola
 - One 12-pack of Dr. Pepper
 - Twelve G2 Gatorades
 - Six pH balanced waters
 - Assorted deli meats and cheeses packaged (not set as a tray)
 - Two loaves of bread (one wheat, one white)
 - Assorted fruits (apples, oranges, tangerines, bananas, etc.)
 - Individual snack-size packs of trail mix
 - Individual snack size bags of chips
 - Four Coconut Waters
 - One package of coffee k-cups
 - One box of Jimmy Dean Breakfast Sandwiches
 - Two large bags of ice or access to an ice machine on-site
 - Six black hand towels

****An additional \$150 buy-out is also an option****

BUS STOCK; NOT FOR BACKSTAGE*

Purchaser Signature

Dean Jackson, Chair
Lea County Commission

~~**~~ See Purchaser's Addendum.

Per Advance with Zach Crisp.
Epicenter Productions
214-632-4944
Zach@epicenterproductions.net



WADE BOWEN

TECHNICAL RIDER

105 dB Maximum

Purchaser agrees to provide a professional system capable of even coverage throughout audience area and producing ~~114db~~ distortion free, at front of house mix position. Mix position should be as close to centered with the speaker system as possible. If system is not hung, engineer prefers all horns be at least 10' off the ground. Front fill speakers will be required. Professional lighting equipment capable of evenly covering the entire stage is also required.

****PLEASE HAVE ALL GEAR IN EXCELLENT WORKING ORDER PRIOR TO LOAD IN. IF THIS IS IMPOSSIBLE PURCHASER IS REQUIRED TO OBTAIN (AT NO COST TO ARTIST) FULLY FUNCTIONAL GEAR WITHIN THE REQUIREMENTS LISTED ABOVE.****

TRAVEL - We travel by bus with a trailer and require 85' within close proximity of the stage for parking. ~~Shore power would be appreciated.~~ **NO Shore Power.**

LABOR - We will need at least 4 able bodies for load in, stage setup and load out. Please have them available 15 minutes before load in AND load out. It is imperative that these folks are sober and punctual.

STAGE/SOUND/LIGHTING - We are "self-contained". We carry: Monitor and FOH consoles, digital snake, microphones, stands, cables, IEMs, instruments, and amplifiers. We travel with monitor and FOH audio techs.

- The **stage** should be a minimum of 24'W x 20'D x 12'H *Stage is a SAM450.*
- A ramp or lift is required for stages over two feet above ground level
- We REQUIRE sufficient sound and lighting equipment for the venue
- **Sound equipment** must include front fills & delay towers when necessary
- **Lighting equipment** must include enough front and back lighting fixtures to wash the entire stage evenly
- We do not travel with a lighting director. An operator with good working knowledge of the lighting equipment should be made available for our set. (See attached: "Lighting Notes")
- **Monitor console** requires a roughly 10'x10' area on the most appropriate side of stage to connect drive lines and run our snake to FOH. This space also contains dead cases, snake box, IEM rack, and a large guitar vault.
- We require a stage barricade and barricades around a 10'x10' **FOH** area. A six-foot table able to support 250lbs is required at FOH.
- We carry 3 large rugs and our own drum riser. The stage **should be clear of cables, equipment, risers, etc. upon arrival** for headlining shows. Obvious exceptions when supporting.

(R-8)

* See Purchaser's Addendum.

- We have **backdrops** that are 15'W x 10'H or 30'W x 15'H. Tools and necessary equipment to hang the drop should be provided and ready upon arrival.

POWER – We require two 30-amp circuits at monitor world and three 20-amp circuits upstage. No downstage power is required.

PLEASE SEND DETAILS OF THE VENUE'S SOUND AND LIGHTING EQUIPMENT, STAGE DIMENSIONS, OR DETAILS OF 3RD PARTY RENTAL.

Dave Derick
dave@wadebowen.com
512.740.0553

Purchaser Signature

Dean Jackson, Chair
Lea County Commission

(R-9)

* See Purchaser's Addendum.

Per Advance with Zach Crisp.
Epicenter Productions
214-632-4944
Zach@epicenterproductions.net



WADE BOWEN

LIGHTING NOTES

SET CHANGE – Blue wash on stage, bright enough to work, with white or amber wash on backdrop.

MC – Same as set change with front wash.

INTRO. TRACK – Red backlight (silhouette) during approximately 90 second intro track with white or amber wash on the backdrop. The band will begin the first song as the track fades out.

SET – I will provide basic song descriptions and trust the operator's tastes outside of these instructions:

- Return to silhouette and backdrop wash between each song until the next song begins.
- Moving-head fixtures should be used in a slow, intentional manner... providing ambiance and mood. No fast, random, or auto movement.
- The chorus of the song, "Mood Ring", lyrically references these colors, in this order: Black (use white), Red, Blue, Green.
- No strobe lights or strobing of other fixtures.

ADDITIONAL NOTES – We carry Chauvet Colorbar fixtures that we use as up-lights for the drum kit and backdrop most of the time. We will decide how to use those based on the other provided equipment. Please be prepared to address them and add them to the programming.

(R-10)

~~✖~~ See Purchaser's Addendum.

Per Advance with Zach Crisp.



WADE BOWEN

BACKLINE EQUIPMENT

DRUMS – Gretsch USA Custom, Brooklyn, or Broadcasters. 22x14 or 24x16 inch Kick; 8x12 or 9x13 inch RT; 14x16 inch FT; **all DW** hardware and stands: **DW 5000 kick drum pedal**, high-hat stand, four boom cymbal stands

(Snare and Cymbals will be requested only if we are unable to fly with them.)

Snare: Gretsch Bell brass 6.5x14 or Ludwig 6.5x14 hammered bronze

Cymbals: 15" new beats HH, 19" Avedis crash, 23" A Custom Ride, 20" A Crash, 21" Avedis Crash Ride

BASS – Ampeg Heritage SVT-810E 8x10" 800-watt Bass Cabinet; Ampeg SVT-4 PRO Series Bass Head

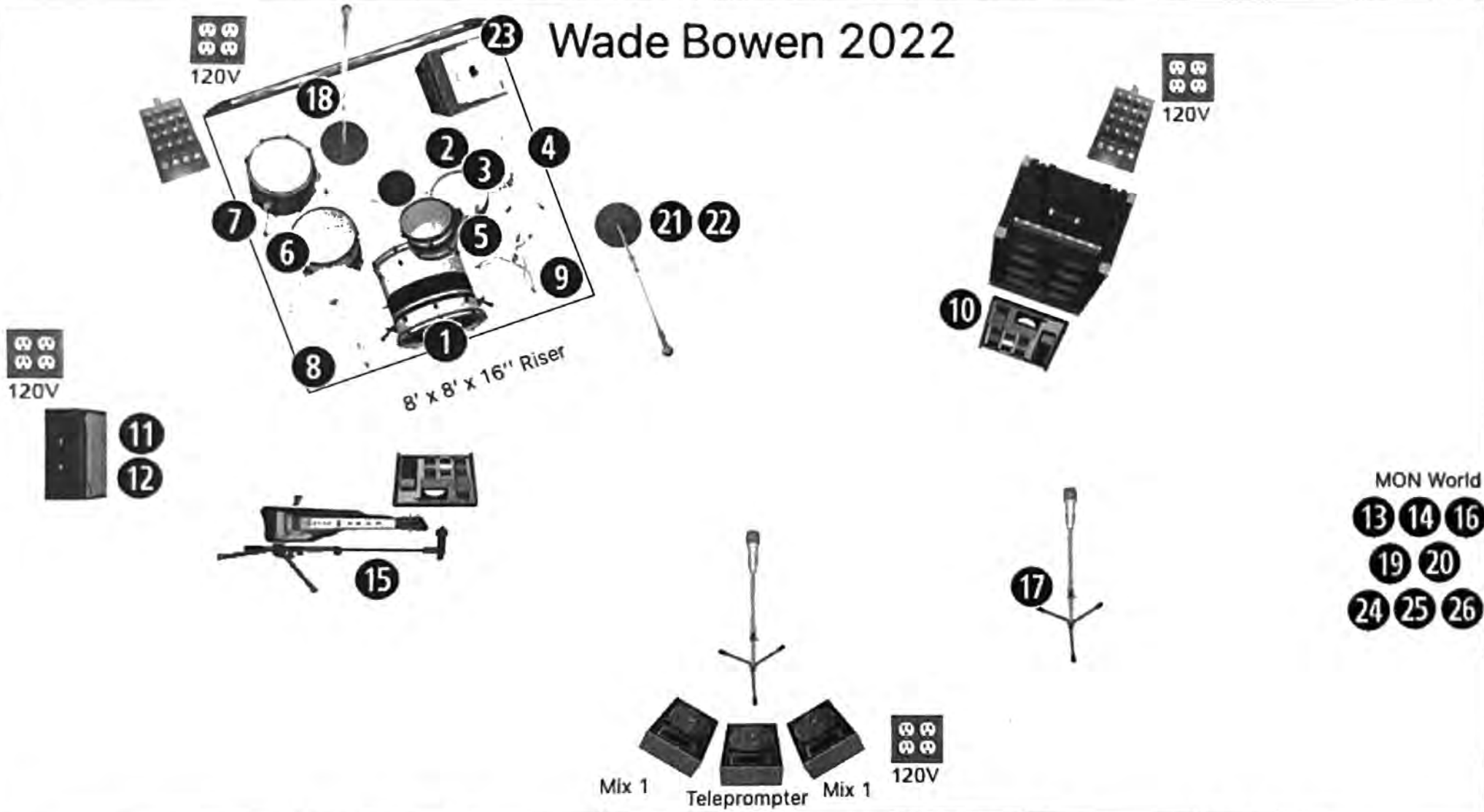
SR GUITAR – Fender Twin Reverb or Vox AC30C2 30-watt 2x12" Tube Combo

SL GUITAR – Fender Twin Reverb

EXTRAS – Eight guitar stands, four 50' ¼ cables; eight 20' ¼ cables

(R-11)

Wade Bowen 2022



- 1) Kick - D6
- 2) Snare Top - sm57
- 3) Snare Bottom - D2
- 4) Hi-Hat - ADX51
- 5) Rack - D4
- 6) Floor 1 - D4
- 7) Floor 2 - D4
- 8) OH L - ADX51
- 9) OH R - ADX51
- 10) Bass - DI

- 11) Guitar SR - 609
- 12) Acoustic Gtr SR - DI
- 13) Wade Acoustic Gtr - RF 1
- 14) Wade Acoustic Gtr - RF 2
- 15) Vox Gtr SR - B58
- 16) Vox C Wade - M80 RF
- 17) Vox Bass SL - B58
- 18) Vox Drums - B58
- 19) Spare - M80 RF
- 20) Talkback Crew - i5

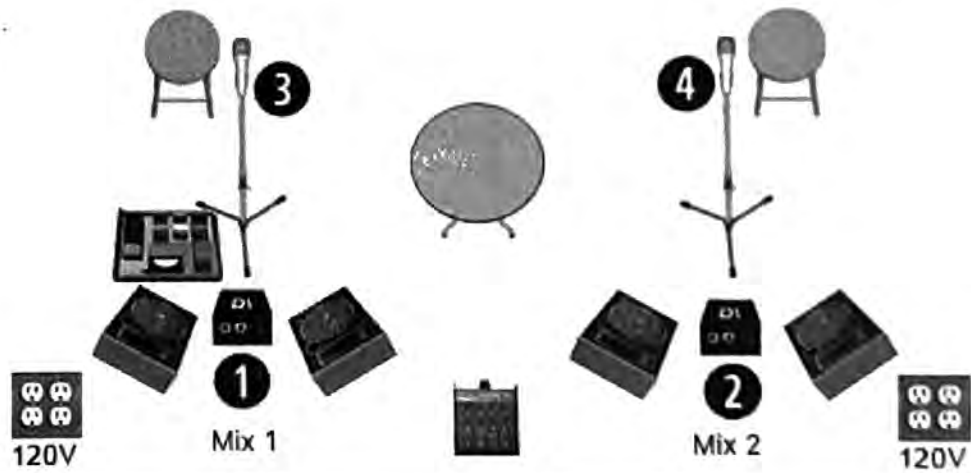
- 21) Talkback Band - i5
 - 22) Talkback Drums - i5
 - 23) Click - DI
 - 24) MC - B58 RF
 - 25) MON TB - sm58s
 - 26) FOH TB - sm58s
- RF Returns: Bass, Guitar SR,
Guitar USL
Mix 1: Wade Center Wedge

- Mix 2: Guest Wedge
- Mix 3&4: Wade IEM
- Mix 5&6: Drums HW IEM
- Mix 7&8: Bass IEM
- Mix 9&10: Guitar SR IEM
- Mix 11&12: Guest 1 IEM
- Mix 13&14: Guest 2 IEM
- Mix 15&16: MON CUE IEM

- RF Receivers: 8
(5 belt packs, 3 microphones)
- IEM Transmitters: 6
- HW IEM: 1
- Wedges: 3 in 2 mixes
- Teleprompter: 1 HDMI

Notes:

Wade Bowen Duo

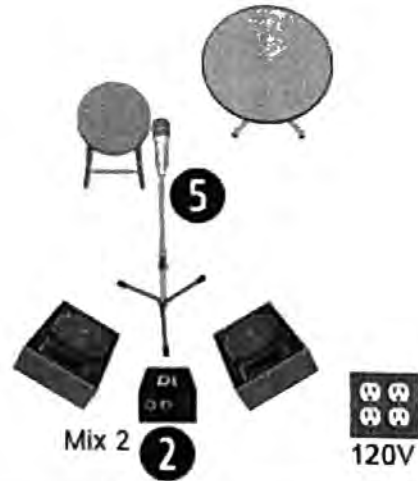


- 1) Nick Acoustic DI
- 2) Wade Acoustic DI
- 3) Nick Vox
- 4) Wade Vox

Notes:
Please provide 2 Barstools and a small cocktail table.

Mix 1: Nick (pair of wedge)
Mix 2: Wade (pair of wedges)

Wade Bowen Trio



- 1) Nick Acoustic DI
- 2) Wade Acoustic DI
- 3) Caleb Bass DI
- 4) Nick Vox
- 5) Wade Vox
- 6) Caleb Vox

Notes:
Please provide 3 Barstools and a small cocktail table.

Mix 1: Nick (single wedge)
Mix 2: Wade (pair of wedges)
Mix 3: Caleb (single wedge)

**LEA COUNTY ADDENDUM – “B” – Purchaser’s Addendum
TO ALL FAIR GROUNDS CONTRACTS/RIDERS**

This “Addendum” is hereby incorporated into and made an integral part of the contract specified below. The terms of this Addendum are material to, and an essential component of the consideration pursuant to which “Lea County” (defined below) enters into the specified contract.

Specified contract to which this Addendum is incorporated:

BOWEN TOURING, LLC F/S/O WADE BOWEN

The above specified contract, including any riders or other attachments thereto, and this Addendum are collectively referred to in this Addendum as “this Contract”.

A. GENERAL PROVISIONS

1. **Parties:** The Lea County Board of County Commissioners, which may be abbreviated and referred to as “Lea County” or “Purchaser” is the real party in interest and the contracting party. Notwithstanding any references in any documents constituting this Contract to any board, committee or individual as the contracting party, the only party intended to be bound is Lea County. To be valid and enforceable, this Contract must be signed by an authorized representative of Lea County. The other contracting party is referred to in this Addendum as “Producer” or “Artist” or **BOWEN TOURING, LLC F/S/O WADE BOWEN** (Artist.)

2. **Independent Contractor:** Artist/Producer is an independent contractor. No other relationship with Lea County is created by this Contract. Artist/Producer and Lea County are not partners or joint venturers, and Artist is not an employee of Lea County for any purpose.

3. **Payment:** Lea County shall be obligated to pay only such amounts as are authorized and approved by the Board of County Commissioners, per contract face. *Deposits and Final Payment will only be made after Lea County receives the fully executed contract from Artist/Producer.*

4. **Insurance:**

(a) **Obligations of Lea County:** Lea County carries general liability insurance in amounts determined **pursuant to New Mexico law**. Lea County shall not be required to increase the limits on such liability insurance or obtain additional insurance pursuant to this Contract. If specifically required by other provisions of this Contract, such persons so specified shall be considered additional insureds under Lea County’s applicable general liability insurance policy. A certificate of insurance shall be provided upon request day of show.

(b) **Obligations of Artist/Producer:** The Producer shall maintain its current insurance policy and provide a COI evidencing such, upon a separate written request. The following additional provisions apply:

The Artist/Producer and any subcontractors shall maintain the following insurance coverages with a quality company, written on an occurrence basis, issued by a company licensed to transact business in the State of New Mexico during the life of this Contract, and shall furnish Lea County with certificates of insurance that shall also include insurance deductibles, if applicable. The certificates shall name the Lea County Board of County Commissioners, its commissioners, officers, agents and employees as additional insureds, providing coverage against any and all claims and demands made by a person or persons whomsoever for property damages or bodily or

personal injury (including death) incurred in connection with the services to be provided under this Contract, with respect to the Commercial General Liability coverage and Automobile Liability coverage. **With respect to the Workers' Compensation coverage, Artist shall waive rights of subrogation** against Lea County and its officers, agents, employees and volunteers.

Amounts of insurance:

- i. General liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- ii. Automobile insurance in the amount of \$1,000,000.00 with auto symbol 1, or 7, 8, or 9.
- iii. Workers Compensation insurance as required by state statute.
- iv. Professional liability in the amount of \$1,000,000.00 each claim and \$2,000,000.00 aggregate.

All insurance shall remain in full force and effect for the entire term of this Contract or until the contemplated performance is completed. Artist will ensure that sub-contractors (if any) carry the same insurance coverages as listed above.

If applicable and required by law, Purchaser requests that Artist/Producer's certificates of insurance contain the following statement:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail a 30-day written notice to Lea County, attn: County Manager, 100 North Main Street, Suite 4, Lovington, New Mexico, 88260. The telephone number is (575)396-8604."

5. **Insurance of Property:** Lea County specifically disclaims any obligation to insure the property of Artist against any loss, theft or damage, except any coverage available under any applicable terms of the general liability insurance policy referenced in the previous paragraph. Artist/Producer is solely responsible for insurance for any instruments, vehicles or other equipment provided by Artist/Producer or Artist's/Producer's employees or agents. Lea County assumes no liability whatsoever for same.

6. **Indemnification/Sovereign Immunity:** Any duty of Lea County to indemnify any party or pay any claims arising out of or related to the performance of this Contract is subject to the immunities, provisions and limitations of the Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978 and Section 56-7-1 NMSA 1978, and any amendments thereto as required by law.

7. **Governing Law:** This Contract is deemed to be executed and delivered within the State of New Mexico, and shall be construed, interpreted, and applied in accordance with the laws of the State of New Mexico, without regard to its conflict of laws principles.

8. **Venue, Attorneys' Fees:** Each party consents to the exclusive jurisdiction of the federal and state courts located in New Mexico in connection with any action arising out of, related to, or to enforce this Contract and such courts shall be the exclusive forum for resolution of such disputes. Venue for any claim or causes of action brought under this Contract shall be in the federal and state courts including Lea County, New Mexico. The parties further agree that in the event it is necessary for a party to incur attorneys' fees or other costs in the course of enforcing its rights or the other party's obligations under this Agreement, each party shall pay his own attorney's fees and expenses unless otherwise negotiated.

9. **Conflicts/Amendments:** Notwithstanding any provisions to the contrary in any other documents constituting this Contract, in the event of any conflict between the provisions of this Addendum and any provisions in any other document constituting this Contract, including any rider or any other addendum, the provisions of this Addendum shall control and any contrary provision is hereby deleted. Any amendment or modification to any of the documents constituting this Contract after signing this Addendum shall have no effect unless in writing and signed by both parties. **BY INITIALING BELOW, IT IS SPECIFICALLY AGREED THAT ALL OTHER DOCUMENTS CONSTITUTING THIS CONTRACT ARE SUBJECT TO THIS ADDENDUM AND MODIFIED TO THE EXTENT NECESSARY TO GIVE FULL EFFECT TO THIS PARAGRAPH.** Artist Please initial: _____

10. **Severability:** If any term, provision or paragraph of this Addendum is held to be invalid, illegal, unenforceable or in conflict with applicable law, the validity, legality and enforceability of the remaining provisions of this Addendum shall not in any way be affected or impaired thereby.

B. SPECIFIC PROVISIONS CONCERNING ARTIST PERFORMANCES

1. **Video Recording/Still Photography:** Artist agrees and consents to the following recordings of the performance: Local news may tape a portion of the performance for nightly news cast. Video recording cameras and devices will be prohibited. Digital, cell phones, and still non-commercial cameras will be accepted. Local newspapers will utilize still photography for newspaper articles. The Lea County Fair and Rodeo also utilizes its own professional photographer(s).

2. **Stage:** The Venue will provide a SAM450 Mobile Stage. Both the stage and roof are sponsored by radio stations and major sponsors and will bear the sponsor's name, logo, and signage. Stairs are on both sides of the stage and are lighted. Stage size is 40' X 40' and wings. Signage will not suggest any affiliation or endorsement by Artist/Producer whether expressly or implicitly. ***The signage or sponsorship(s) does not imply the Artist endorses any product or service or said sponsor.***

3. **Merchandise Sales:** An area near the stage will be provided for artist's merchandise sales. One location is all that is utilized for the Fair and Rodeo. Some tables and chairs will be provided. Artist Sells. Artist to pay sales tax. No telephone line will be available for credit card purchases. Artist to supply any special lighting needed for merchandise sales. 80% to Artist on soft merchandise and 20% to Lea County. 90% to artist on CD/DVD's and 10% to Lea County. **Settlement with designated representative / show producer, Linda Brown, 785-635-5316.** Purchaser WILL NOT provide a seller(s) for Artist's Merchandise. If Purchaser is to provide a seller(s), it will be at the sole expense of the Artist. (A minimum of fifty dollars (\$50.00) per seller per show.) **Seller fees are not to be deducted from the Fair and Rodeo's net revenue. Artist to pay all of the sales tax.**

4. **Advertising:** Artist is advertised with numerous other acts throughout the event. There are no individual posters, flyers, etc. with Artist's name on them. Media campaign, coverage, and commercials generally feature ALL artists appearing at the event. Commercials and advertising campaign will NOT require approval of Artist or his/her management before airplay or production. Lea County does not submit marketing plans to any artist or its management. Lea County requests call in and/or on air interview with Artist and co-sponsoring radio stations. **Lea County may announce Artist's impending performances prior to the signing of this Contract to coincide with the printing of the fair posters and fair catalog. Only official photos obtained from the Artist will be used. Artist must autograph the fair posters and a limited number of promotional items as per the original offer/deal points. ALL artists performing on the Main Concert Stage sign these posters as well as a few items for local charities. This is a Lea County Fair tradition. Fair posters contain each individual artist performing at the Fair with his or her approved official photo. The Fair posters are distributed to the major sponsors, used for the youth scholarship program auction, and local charity auction items. Announce date will correspond with and the Lea County Commission Meeting Date of May 25, 2023.**

5. **NO CANCELLATIONS.** NO CANCELLATION OF THIS ENGAGEMENT BY ARTIST IS ACCEPTABLE once advertising has been purchased and put in place on **May 25, 2023**. If the United States is in a Code Red Alert status, Lea County will not be responsible for full payment to Artist if event is cancelled.

6. **COVID-19:** It is mutually understood by both parties that Lea County will provide extra cleaning and sanitizing of areas within the concert and stage areas including, but not limited to: Stage and Stage Stairways, Bleacher Seating, FOH Area, Monitor World, Guitar World, Merchandise Area, Backstage Area, Production Building, and the Catering Area. Hand washing areas, hand sanitizer, and disinfectants will be available in the concert area, especially for the use of the artists, band, crew, drivers, show producer and staff, and fair volunteers, et al. It is also mutually understood that all persons including, but not limited to, artists, band, crew, drivers, et al. are entering the Lea County Fairgrounds at their own risk. Lea County nor Linda Brown / Linda Brown and Associates, LLC bears no responsibility for any type of illness or sickness that anyone entering the fairgrounds may contract or fall ill to. Appropriate signage will be posted throughout the fairgrounds and at the entrance gates.

7. **Inclement Weather:** Artist's Representative and an authorized representative of Lea County will jointly determine whether a performance goes forward as scheduled, is delayed for some period or cancelled in the event of inclement weather. A third party weather official is available for consultation. In the event inclement weather renders the engagement impossible, hazardous or unsafe, the Purchaser agrees to remain liable for the full agreed upon compensation even if such performance is prevented by such weather conditions in consultation with Purchaser and Artist/Producer. *It is the desire of Lea County to provide a safe environment for all persons attending and/or performing at the Lea County Fair and Rodeo.*

8. **Payment:** Artist/Producer will be paid a flat fee for performance. Any deposit required will be paid in accordance with the attached Payment Schedule. All payments will be made by Lea County in the form of a Lea County Check. The balance due under this Contract shall be paid on the date of the performance. Lea County shall not be responsible for commission or additional fees or costs, including but not limited to, the salary or fee of any member of Artist's staff or crew, or any musicians or musical contractors. **Deposits will be paid upon the receipt of the fully executed contract. All show settlements to be made with Linda Brown ONLY.**

Indicate whether the following provisions apply by marking an X:

- No taxes, tickets, manifests, earned percentages, bonuses, or overages apply to this performance.
- No settlement transactions are part of this Agreement. Artist paid a flat guarantee.
- Artist's complimentary gate admission/tickets are to be advanced through show producer, **Linda Brown. 785-635-5316 – General Gate Admission. There is NO reserved seating.**
- Ticket count is not applicable. **There is no Pre-Sale or On Sale dates. No advanced tickets.**
- Artists to wear their own credentials. **ALL other credentials to be issued by Linda Brown and Associates, Linda Brown, Show Producer/Promoter, per show advancement.**

9. **Taxes:** Artist/Producer assumes full and complete responsibility for collection and payment of any of its own pension payments, employment taxes and Artist/Producer's insurance, including but not limited to, local, state and federal withholding, unemployment and worker's compensation taxes and insurance and any union dues for Artist and Artist's musicians, employees and other agents. (Producer, Artist, and Producer's employees.)

10. **Security/Stagehands/Runners:** Fair-goers are able to walk the grounds all day. Fair staff and uniformed security will patrol the area to keep visitors from the stage area. However, the location can never be completely "closed off" due to the set-up of the fairgrounds and the opening times of the fair gates. Runner(s) and Lea County owned vehicle(s) will be provided from load in through load out of the show. Lea County provides adequate security. The Fair utilizes a private security company and uniformed Sheriff's Deputies.

NOTE: Due to the recent activities of protesters, both peaceful and violent, which have occurred throughout the United States of America, Lea County will make every effort to protect all persons attending the Lea County Fair and Rodeo including, but not limited to Artists, Band, Crew, Drivers, Booking Agency Staff, Fair Volunteers, Vendors, Other Performers, Fair Patrons, et al. It should be noted there has been NO such activity in Lea County as of this writing. The Backstage area is fenced and secured. LED Screens and a Public Address System can also be utilized to provide additional information to all attendees. All persons entering the Lea County Fairgrounds must understand there is always an inherent risk factor.

11. **Lighting and Sound:** Every effort will be made to provide requested equipment; however, some substitutions may be necessary. NO OPERATOR will be provided to operate the sound equipment, cd player or iPad for Artist. Professional engineers will be available to assist/operate the professional sound, lighting, and video equipment for national touring artists. Production advancement must be made with the professional production company. (See Item 19 for production contact information.)

Video Walls with Fair and Rodeo Sponsors & Logos: Two video walls are set up with the Fair and Rodeo sponsors names and logos that play continuously prior to the concert. They do not construe any endorsement or attachment to the artist(s) performing on the main concert stage. This does not require approval of the artist(s) or artist management companies.

12. **Dressing Rooms/Production Office:** There are NO dressing rooms or production office available. All information regarding dressing rooms and production office is NOT applicable to the Lea County Fair and Rodeo. There are no onsite showers available. Artists and crews to use hotel rooms and tour buses as dressing rooms. Tour Manager is welcome to share the Fair's production office with Linda Brown and Associates, LLC, in a portable building located directly behind the stage.

13. **Hospitality/Catering:** *Lea County will not pay for or provide alcohol to Artist/Producer under any circumstances. Alcohol consumption is NOT permitted on the stage during the performance, before, or after the performance. There is no alcohol or beer license for the stage or backstage area. NO EXCEPTIONS.* Notwithstanding anything specified elsewhere in Artist's Rider, food and beverages to be provided by Lea County will be limited to the following: Some bottled water; an assortment of soft drinks, juices, and ice, and twelve (12) stage towels. Breakfast is not part of this Contract unless load-in occurs in the early morning hours. Artist will be provided with an adequate number of meal tickets to cover the cost of lunch and dinner meals as requested upon arrival. Catering and hospitality to be advanced with the show producer, **Linda Brown and Associates, LLC, Linda Brown. 785-635-5316 linda@lindabrownandassociates.com or lbaentertainment@yahoo.com**

14. **Airfare:** Not Applicable. Any and all airfare is the sole responsibility of the Artist.

15. **Hotel Accommodations:** If applicable, any hotel accommodations to be provided by Lea County shall be specified on the attached Payment Schedule.

16. **Parking:** Bus and trailer parking will be as close to the stage as possible. There is limited space on a paved area in the concert area. Shore power is not available. **Advance with Linda Brown for parking and entrance gate instructions.**

17. **Contact:** Please advance the date and any questions regarding the venue with the designated show producer, **Linda Brown at 785-635-5316.**

18. **DB Limit:** The maximum decibel limit on the Fairgrounds is 105 db.

19. No Music Performance Royalties will be paid by the Booking Agent or Show Promoter. All obligations in connection with the performance are the sole responsibility of the Purchaser. Purchaser is responsible for all applicable licenses.

20. Festival Style lighting, stage, roof, and sound production to be provided by the venue including a general labor call. Specific requests may not be possible as the production is pre-set for all artists that perform at the Fair. Shore power is not available. Advancement is to be made with the Professional Lighting and Sound Company. Contract Information:

Epicenter Productions LLC
Zach Crisp, Engineer
214-632-4944
zach@epicenterproductions.net

NOTE: Sound check must be finished by 5:00 p.m. to accommodate the PRCA Rodeo.
No sound checks before 1:30 p.m. to accommodate the Livestock Events.

21. Meet and Greet with Fair Officials, Committee Members, County Officials, VIP Sponsors, and Media winners is required per the engagement offer. Forty (40) Meet and Greet participants. Artist to please provide Meet and Greet passes. ALL Fair Meet and Greets are at 8:30 p.m. A professional photographer is utilized. Meet and Greet participants can download their photos from the Fair's website, at no charge, within 24 hours following the event.
22. All Fair and Rodeo main stage concerts are **Free** with Fair gate admission. There is **No Reserved seating. (Standing Room Only and limited Bleacher Seating is available.)**
23. Local, Regional, and National sponsors are part of the Fair and Rodeo. Approval of the individual sponsor, title sponsor, or main stage sponsor, does not require any approval from the Artist or his/her management. The presenting radio station for the Fair and Rodeo is KIX 103, 102.9, a Noalmark Broadcasting Corporation. No sponsorships infer the Artist is endorsing any product or service.
24. Autograph signing will be at the discretion of the Artist. Security will be provided by the Purchaser if the Artist chooses to sign following the performance.
25. **This Addendum supersedes all verbal and written contracts and riders.**

NOTE: Every effort will be made to accommodate the artist, band and crew, but some substitutions made be necessary. The Lea County Fair is in an isolated area. All Contracts must be approved by the Lea County Commission in a public advertised meeting, per New Mexico State Law. This contract is scheduled and approved at the May 25, 2023 Lea County Commission Meeting. ALL main stage artists for the 2023 Lea County Fair and Rodeo and Hispanic Heritage Celebration are approved and announced at this meeting. Because this is a public meeting, certain aspects of the Contract, Rider, and Addendum become public information as the Fair and Rodeo are funded with tax dollars / public funds.

- A. The Fairgrounds are owned by Lea County. The Lea County Commission oversees the property. The Fairgrounds are up to all codes and meets the New Mexico state laws for compliance. The Lea County Commission purchases rain event insurance for all concerts, and Lea County is financially solvent and secure regarding purchasing the Artist.
- B. "Doors" are not part of this Contract. The Fair gates open at various times during the event duration depending upon exhibit shows, livestock shows, and the livestock sale. Security is in place, and the concert area is a secure part of the grounds, but there is no way to completely "close off" the fairgrounds or the concert area. The Backstage area is a fenced area within the Fairgrounds.
- C. Concert area is on an asphalt area next to the Rodeo Arena. Additional flooring is Not part of this Contract. All lighting that can safely be eliminated during the concert will be turned off. There is permanent lighting that cannot be turned off. Carnival lighting, food vendor, and food court area, will remain on as well as parking lot lighting.
- D. **Purchaser's Representative: Linda Brown of Linda Brown and Associates, LLC**
Staff members will also be present to assist with the show. We will manage all aspects of the stage and the backstage area. All settlements including show settlement and merchandise will be made with Linda Brown.
- E. Fair officials and the presenting radio station Emcee will make announcements and acknowledge the major sponsors prior to the concert performance. Walk up music cannot be played until after the PRCA Rodeo performance ends.

Please signify your acceptance of and agreement with the terms and conditions contained herein by signing in the appropriate space below.

AGREED AND ACCEPTED ON THE DATES SET FORTH BELOW.

"PRODUCER" / "ARTIST"

_____ Date: _____

Printed Name: _____

"PURCHASER"
"LEA COUNTY"

Lea County Board of County Commissioners

BY: _____ Date: _____
Dean Jackson, Lea County Commission Chairman, or
Michael Gallagher, Lea County Manager

PAYMENT SCHEDULE

CONTRACT WITH: BOWEN TOURING, LLC F/S/O WADE BOWEN

EIN or SSN: W-9 Form to follow and to become part of the Contract.

Performance Date(s): Tuesday, August 8, 2023

Total Fee: \$ 27,500.00 (Twenty-seven thousand five hundred dollars) – Flat Guarantee

Deposit Amount: \$ 13,750.00 (Thirteen thousand seven hundred fifty dollars)

Deposit Due By: July 9, 2023 (Note: Deposits are paid only after receiving a fully executed contract.)

Make all Deposit checks payable to: **BOWEN TOURING, LLC**

Address:

**Creative Artists Agency
Attention: Chad Kudelka
401 Commerce Street, Penthouse
Nashville, TN 37219
615-383-8787**

Notation on Check: **Wade Bowen– Lea County Fair – August 8, 2023**

**Balance of contract to be paid to: BOWEN TOURING, LLC
\$13,750.00 (Thirteen thousand seven hundred fifty dollars.)**

Contract Fee paid at the time of the performance unless otherwise specified.

AIRFARE: Yes No – **NOT Applicable to this Contract.**

Details/Limits: Round trip Airfare (Regular Economy Class or equivalent) from _____ to Hobbs NM will be purchased by Lea County and advanced to _____. Any additional airfare charges such as upgrades, luggage fees, and any other charge incurred will be the sole responsibility of the Artist.

GROUND TRANSPORTATION: YES, to be provided by Lea County. (Includes runners and vehicles at no cost to the Artist.)

HOTEL/CATERING ACCOMMODATIONS: YES NO

Details/Limits: Hotel rooms will be furnished by Lea County. Hotel will be of average amenities. Hotel may be in Lovington or Hobbs. Lea County reserves the right to change the Hotel in its sole discretion. Please advance room information with the designated show producer:

Linda Brown – 785-635-5316 linda@lindabrownandassociates.com

Hotel Rooms: Four (4) Double Queen Rooms, all Non-Smoking for Monday, August 7 and Tuesday, August 8, 2023 with check out on Wednesday, August 9, 2023. Note: Rooms are for two (2) nights. Any changes are to be advanced with Linda Brown.

Hotel Rooms placed under: Bowen Touring

NOTE: This show is a Bus Tour date. (As of May 18, 2023. Subject to Change.)

Catering: To be advanced closer to the show date. Advance ALL catering requests with
Linda Brown – 785-635-5316 linda@lindabrownandassociates.com