

Adams County Agricultural Society
Tuesday, September 10, 2024
7:30 p.m.

- I. Call To Order**
- II. Roll Call**
 - PUBLIC NOTICE:** Official Notice of the Regular Meeting was published in the Hastings Tribune on September 4, 2024. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda be posted in the back of this meeting room. In addition, a current copy of the Nebraska Open Meetings Act is posted in the back of the meeting room which is accessible to members of the public.
- III. Pledge of Allegiance**
- IV. Approval of Minutes**
- V. Guests**
- VI. Public Comments**
- VII. 4-H Council - Hartman**
- VIII. Executive Committee - Wahl**
- IX. Budget, Audit & Finance - Ayres**
 - A. Approval of Bills**
- X. Building & Grounds**
- XI. Policy & Regulations Committee**
- XII. Strategic Planning Committee**
- XIII. Foundation Report - Wahl**
- XV. Technology - Stark**
- XVI. Oregon Trail Rodeo - S. Hinrichs**
- XVII. Fair Committee - Wahl**
 - A. Romeo Entertainment Group**
- XVIII. Kool-Aid Days - Niles**
- XIX. Old Business**
- XX. New Business**
- XXI. Manager Report - Laux**
- XXII. Executive Session**

The Adams County Ag Society Board reserve the right to enter into an executive session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be indicated on the agenda.

It is the intention of the Ag Society Board to take up the items on the agenda in sequential order. However, the Ag Society reserve the right to take up matters in a different order to accommodate the schedules of the Ag Society Directors, a person having items on the agenda, and the public.

For the full agenda and minutes go to <https://www.adamscountyfairgrounds.com/p/about/agenda>

Adams County Agricultural Society Board Meeting Minutes

Date: August 13, 2024

Call to Order Time: 7:32pm

I. Call To Order

The Regular Meeting of the Adams County Agricultural Society, Hastings, Nebraska, met in open and public session at the Adams County Fairgrounds in Hastings, NE. Open meeting laws were posted and notice of meeting was advertised in the Hastings Tribune.

II. Roll Call: Present were:

Name	Y	N	Name	Y	N	Name	Y	N
Reid Ayers	x		Jennifer Hartman	x		William Rathje	x	
			Scott Hinrichs	x		Brad Stark	x	
			Patrick Niles	x		Justin Wahl	x	
						Jolene Laux, manager	x	

III. Pledge of Allegiance

IV. Approval of Minutes

Motion: Approval of the minutes for July 9, 2024.

Motion by: Stark

Seconded by: Ayres

Roll Call Vote:

Name	Y	N	Name	Y	N	Name	Y	N
Reid Ayers	x		William Rathje	x		Jennifer Hartman	x	
Brad Stark	x		Justin Wahl	x				
Scott Hinrichs	x		Patrick Niles	x				

MOTION: CARRIED

V. Guests:

Harold Johnson

Kiley McCoy

Beth Janning

Cynthia Smith

Dwight Dunsworth

Larry Ackerman

VI. Public Comment:

Beth: Survey has closed and results will be shared at the next meeting on Sept. 9. Fair went well. Preparing for the State Fair next week. Beth is working with Jolene on being able to host a science conference since CCC is closed for the time being. The nightly meetings during the fair went well and were helpful in communicating.

Kylie: The concession stand had good feedback on the trailer placement at the fair. Would like them there next year. Inside the concession stand extra power that Kurtis supplied helped and they only blew a breaker once. They did mention that the cabinets and sink need significant maintenance done. Wood on the windows is rotting and needs to be replaced. Ice machine is not working and asked if it could be replaced or if not be removed.

No other public spoke

VII. 4-H Council - Jenny

Reiterated that the nightly meetings went well at the fair and it was helpful to have a 4H rep there at the meeting. Nothing else to report since there was not an august meeting.

VIII. Executive Committee - Presented that Kurtis Bumgardner resigned from the board in July and that Jenny Hartman would be taking the secretary position. His board position will now be filled by Dwight Dunsworth. Dwight accepted the position for the remainder of Kurtis's term.

IX. Budget, Audit & Finance - Reid Ayres

A. Approval of bills

Motion: Approval to Pay the Bills as presented for: \$180,509.18

Motion by: Hinrichs Seconded by: Niles

Roll Call Vote:

Name	Y	N	Name	Y	N	Name	Y	N
Justin Wahl			Reid Ayers	x		Scott Hinrichs	x	
Jennifer Hartman	x		Dwight Dunsworth	x		Patrick Niles	x	
Brad Stark	x					William Rathje	x	

MOTION: CARRIED

Jolene presented the budget to the county board and an audit occurred on Aug. 6 by Almquist

X. Buildings and Grounds - Hinrichs

The new building committee will meet up again in the late fall to resume talks about new buildings.

XI. Policy & Regulations Committee -

None

XII. Strategic Planning

None

XIII. Foundation - Wahl

None

XV. Technology - B.Stark

No Meeting

Will make sure that the tech equipment will all be in working order for the rodeo this weekend.

XVI. Oregon Trail Rodeo - S.Hinrichs

Scott reported that everything looks ready to go. Production meetings will happen daily.

Themes for honoring community members this year are truckers, medical field, and teachers. Would like suggestions for future themes. Veterinarians, etc.,

Nothing to vote on.

XVII. Fair Committee- Justin

Gwen R. requested additional funds to cover the judge premium costs for the fair

Motion: To accept the request made by Gwen at the 4H office to cover the additional costs for the judges premium costs.

Motion by: Rathje Seconded by: Ayres

Roll Call Vote:

Name	Y	N	Name	Y	N	Name	Y	N
Justin Wahl			Reid Ayers	x		Scott Hinrichs	x	
Jennifer Hartman	x		Dwight Dunsworth	x		Patrick Niles	x	
Brad Stark	x					William Rathje	x	

MOTION: CARRIED

XVIII. Kool-Aid Days - Niles

Need volunteers. Fri. 55+, Parade in the morning on Sat., Sun. the cardboard races will be held at Hastings Lake.

XIX. Old Business

Hastings Expo Racing.

Motion: To approve the amended and proposed contract with the adjustments requested by Adams County Ag Society.

Motion by: Rathje Seconded by: Stark

Roll Call Vote:

Name	Y	N	Name	Y	N	Name	Y	N
Justin Wahl			Reid Ayers	x		Scott Hinrichs	x	
Jennifer Hartman	x		Dwight Dunsworth	x		Patrick Niles	x	
Brad Stark	x					William Rathje	x	

MOTION: CARRIED

XX. New Business

New external locks are going to be installed due to missing items in the maintenance shop.

XXI. Manager Report - J.Laux

N/A at this time

XXII. Executive Session: N/A

Time entered Executive Session:

Time left Executive Session:

Adjourned: Time 8:02pm

Seconded by Hinrichs

ADAMS COUNTY AG SOCIETY
Vendor Balance Summary
As of September 10, 2024

	Total
ALLO	316.98 phone - \$166.98/internet - \$150.00
CORNHUSKER PRESS	182.21 OTR daysheet printing
CPI	1,138.26 OTR & Operating fuel
DOUBLE LOCKED SECURITY	2,696.64 Security - Kool-aid - \$592.88/OTR - \$1051.88/Reg.Events - \$1051.88
HASTINGS TRIBUNE	533.00 Kool-aid Advertising
HASTINGS UTILITIES	13,107.75 1109 S Baltimore - \$34.23/808 Franklin - \$355.68/947 S Baltimore - \$12,717.84
JONES GROUP	1,329.05 Insurance Audit/Operating Insurance
KT HEATING & AIR CONDITIONING	1,693.95 90 day maintenance-filters replaced/unit found leaking freon, repaired
KURTIS BUMGARDNER	16.00 keys
MY PLACE HOTEL	1,976.30 OTR Hotel Rooms
NEBRASKA RURAL RADIO ASSOCIATION	1,647.00 Kool-aid Advertising - \$477.00/OTR Advertising - \$1170.00
NRG MEDIA	2,005.00 Kool-aid Advertising - \$1000.00/OTR Advertising - \$1005.00
NRG MEDIA (LLC)	350.00 Kool-aid Advertising
SIGN DOCTOR	106.72 OTR Sponsor Banner
SOS INC.	390.00 Porta Potties - OTR - \$325.00/Kool-aid - \$65.00
WELLS FARGO VENDOR FINANCIAL SERVICES	115.99 Copier Lease
WOODWARD'S DISPOSAL	1,407.50 Garbage - Fair - \$670.00/Operating - \$737.50
TOTAL	\$ 29,012.35

Friday, Sep 06, 2024 08:01:16 AM GMT-7

Option 1



ROMEO ENTERTAINMENT GROUP

565 Marriott Drive #100 Nashville, TN 37214

AGREEMENT ("Agreement") made this 12th day of August 2024 (the "Effective Date"), by and between ROMEO ENTERTAINMENT GROUP, INC. ("Entertainment Consultant"), a Nebraska Corporation, with its principal place of business at 565 Marriott Drive #100 Nashville, TN 37214 and the Adams County Fair, a Nebraska State Entity, with its principal place of business at 947 South Baltimore, Hastings, NE 68901 ("Buyer"). NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties acknowledge and agree as follows:

1. **DUTIES.** The Buyer is desirous of hiring the Entertainment Consultant to be the exclusive talent buyer for THE ADAMS COUNTY FAIRFEST concerts to take place in 2025, 2026, and 2027, hereinafter referred to as "Event." Event shall be tentatively located at THE ADAMS COUNTY FAIRGROUNDS ("Premises").

The duties of the Entertainment Consultant will be: To conduct preliminary negotiations with artists and their representatives, assist in processing contracts, consult Buyer on how to meet all necessary requirements as outlined in the contracts and artists riders which have been approved by Buyer. Entertainment Consultant and Buyer will carry out their duties in a conscientious, diligent, and responsible manner, at all times protecting each other's integrity and reputation so that the image to the public will be of the highest caliber. For the purposes of this Agreement, all so-called "free" or unpaid talent shall not be secured by Entertainment Consultant.

2. **PAYMENT TO ENTERTAINMENT CONSULTANT.** Entertainment Consultant shall be paid a fee of TEN PERCENT (10%) on any artists that Entertainment Consultant books for Buyer (the "Entertainment Consultant's Fee"), plus Expenses. "Expenses" are defined as travel, lodging and meals incurred by Entertainment Consultant's service representative in the event the parties determine one is necessary. All fees paid to Entertainment Consultant are over and above any fees paid to artists. Entertainment Consultant Fee shall be paid on day of show. The Entertainment Consultant Fee may not represent total remuneration received by Entertainment Consultant, which may realize additional revenue from services such as sponsorships, ticketing, promotions, marketing initiatives and block-buys. **BUYER SHALL PAY ALL SALES, USE AND OTHER SIMILAR TAXES REQUIRED BY ANY GOVERNMENTAL AUTHORITY EXERCISING CONTROL OR TAXING AUTHORITY OVER THIS EVENT AS IT PERTAINS TO THIS AGREEMENT.** Buyer shall also be responsible for its own personnel's wages, federal, state, and local income taxes, worker's compensation insurance and travel related expenses. Buyer shall indemnify and hold Entertainment Consultant harmless from any such liability for contributions, federal, state, and local taxes, payments, or other obligations related to employees of Buyer.

3. **TERM.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one year, unless otherwise terminated or extended in accordance with the terms hereof ("Initial Term"). The Initial Term shall automatically extend for periods of one year ("Renewal Term") unless a party provides written notice to the other party of its desire not to extend the Term within 30 days prior to the commencement of the applicable Renewal Term. The Initial Term and Renewal Term shall collectively be referred to herein as the "Term".

4. **AUTHORIZATION.** Buyer appoints Entertainment Consultant to be its agent for the purposes detailed herein, including submitting an offer and engaging the artist for the performance described herein. Buyer expressly agrees to be bound by the terms of the offer and the artist agreement(s) and as further provided in this Agreement. Buyer hereby irrevocably authorizes and appoints Entertainment Consultant to serve as Buyer's true and lawful attorney, in Buyer's name, to take such action and to execute and deliver any documents which Entertainment Consultant may deem necessary to vest in Entertainment Consultant all of the rights and interests granted hereunder. The foregoing is acknowledged to be a power coupled with an interest and therefore irrevocable. It is expressly understood and agreed that Entertainment Consultant is acting solely as agent for Buyer in the negotiation of the agreement with artist and that Entertainment Consultant is not responsible for the performance or nonperformance of artist or of the obligations assumed by Buyer. Notwithstanding the foregoing, in the event that Buyer provides Entertainment Consultant with authorization in writing (email shall suffice) to submit and/or execute offers for any subsequent year of the Event prior to entering into a service agreement for such applicable year, the terms and conditions of this Agreement shall control.

5. **CANCELLATION.** Upon Buyer's execution of this Agreement, Buyer acknowledges that it may not, and will not, revoke an offer prior to its expiration date. Upon artist's acceptance of an offer, Buyer is liable to the artist for the terms of the offer. If Buyer cancels the offer or artist's performance at any time prior to the expiration of the offer or artist's rejection of the offer, or any time after artist's acceptance of the offer, Buyer shall be solely responsible to artist for the terms of the offer and any and all additional cancellation fees, penalties and damages claimed by artist. Buyer will further indemnify and hold harmless Entertainment Consultant from and against all claims, costs, and expenses, including reasonable attorney's fees, arising from or in connection with Buyer's cancellation of the offer or the performance. Buyer further agrees to reimburse Entertainment Consultant for its actual cost and expense incurred prior to the cancellation of the offer or the performance, as well as any and all monies owed to Entertainment Consultant (including the entire Entertainment Consultant's Fee and Expenses), all of which shall become immediately due. In the event artist cancels the performance ten (10) or more days prior to the performance date and such cancellation is not due to Buyer's default or some other permissible reason under artist's contract (an "Artist Default") as determined by Entertainment Consultant, in its sole discretion, then Entertainment Consultant shall use commercially reasonable efforts to find a replacement artist for the performance on terms and conditions approved by Buyer in writing. In the event of an Artist Default that does not result in a rescheduled artist performance, Entertainment Consultant shall refund to Buyer any portion of the monies paid to artist which have been refunded to Entertainment Consultant from such artist, provided, however, that Buyer agrees to reimburse the Entertainment Consultant its actual cost and expense incurred prior to any artist cancellation, as well as any and all monies owed to Entertainment Consultant (including the entire Entertainment Consultant's Fee and Expenses), which shall become immediately due. In the event that inclement weather prevents any artist or other attraction from appearing at the Event, payment shall nevertheless be made to Entertainment Consultant in full and Entertainment Consultant shall be allowed to retain the entire Entertainment Consultant Fee. In the event of the cancellation of the Event by Buyer, Entertainment Consultant shall be discharged from any further liability hereunder and shall be entitled to retain any deposit(s), whether received or due, thereto paid by Buyer in addition to Entertainment Consultant's other legal and equitable remedies.

6. **FACILITIES AND PERSONNEL.** Buyer shall furnish on the Premises, at its sole expense unless otherwise agreed to within an agreement with artist,

(a) a suitable stage with adequate heated/air-conditioned dressing rooms, areas for sound and light controls, showers, areas for spotlights and such other facilities as are necessary or appropriate, as detailed in the artist rider (b) a first-class sound and light system and required electrical services to operate said equipment, and (c) stage hands and crews for operating spotlights and unloading, setting up, placing in proper positions and striking stage gear, sound equipment, lights, rigging, stage top, portable stage, and any other equipment. In addition, Buyer shall furnish to the personnel and performers free admission to the Premises and access to all areas necessary or convenient for the performances contemplated herein.

7. **INDEMNITY AND INSURANCE.** Buyer assumes full responsibility for the operation of the Premises where the Event will take place and all facilities and equipment thereon and will indemnify and hold the Entertainment Consultant and its employees, officers, contractors, representatives, and agents, harmless from any and all claims, liabilities, damages, losses, costs, and expenses (including attorney's fees) arising out of any such operations, contracts or transactions relating to this Agreement, as well as Buyer's breach of any of its obligations under this Agreement. Buyer shall indemnify Entertainment Consultant from any act or omissions of the Buyer's representatives or other agents, whether occurring within or outside the scope of the representative's agency, employment, or duties. For these purposes, Buyer will subscribe to and keep in force during the duration of this Agreement all customary forms of insurance, including comprehensive public liability, and shall cause Entertainment Consultant to be named as additionally insured as its interest appears, with a limit to be no less than: **One Million Dollars (\$1,000,000.00) for capacities between 0-2,500; Three Million Dollars (\$3,000,000.00) for capacities between 2,501-10,000; Four Million Dollars (\$4,000,000.00) for capacities between 10,001-15,000; Six Million Dollars (\$6,000,000.00) for capacities between 15,001-25,000; and Ten Million Dollars (\$10,000,000.00) for capacities over 25,000** or any additional amount agreed upon by Entertainment Consultant and artist's representative, and workmen's compensation in such amounts and with such carriers as shall be approved by the Entertainment Consultant. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the Entertainment Consultant upon request. All policy limits subscribed to in connection with the Event shall be subject to Entertainment Consultant's approval.

8. **FORCE MAJEURE.** Entertainment Consultant shall not be responsible or liable in any way, nor shall such action be deemed a breach of this Agreement, for any resulting loss or damage if the performance of any provision of this Agreement is delayed or prevented by any act of God or any cause, contingency or circumstance beyond Entertainment Consultant's control, including those obligations which are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond Entertainment Consultant's control (including, but not limited to, fire, casualty, physical disability, the acts or regulations of public authorities, riots, strikes, labor difficulties, epidemics, pandemic, earthquakes, acts of terrorism, interruption or delay of transportation services or any other cause, of a similar nature beyond Entertainment Consultant's control, including, without limitation, artist's illness or incapacity) (each a "Force Majeure Event"), any of which shall excuse Entertainment Consultant from the performance and obligations under this Agreement. Notwithstanding the foregoing, in the event of a Force Majeure Event, Entertainment Consultant shall be entitled to keep (or require payment if not yet paid) 50% of the Entertainment Consultant's Fee as well as any Expenses incurred prior to such Force Majeure Event, provided, however, that in the event Buyer receives an insurance payout for such cancellation, Entertainment Consultant shall be entitled to, and Buyer shall promptly pay, the entirety of the Entertainment Consultant's Fee and Expenses.

9. **NOTICES.** All notices and communications required or permitted under this Agreement shall be in writing and delivered personally, or via electronic mailing service, or sent by certified mail, postage prepaid, addressed to the party for whom intended at the addresses shown at the beginning of this Agreement or to such other addresses as may be designated by the parties in writing.

10. **TERMINATION.** In the event of a breach or other default under this Agreement by Buyer, Entertainment Consultant may terminate this Agreement if such breach or default is not cured upon (i) ten (10) days written notice in the case of failure to make payment, and (ii) thirty (30) days written notice in the case of any other breach or default (unless such nonpayment breach or default cannot be cured within such thirty (30) day period, in which Entertainment Consultant shall be permitted to immediately terminate the Agreement). Said notice shall set forth the specific reasons or actions which caused the alleged breach or default.

11. **CONFIDENTIALITY.** Buyer agrees that the terms of this Agreement are confidential and shall not be disclosed to any third party, except as may be required by law or with the prior written consent of the Entertainment Consultant.

12. **CONFLICT.** Nothing in this Agreement shall limit or preclude Entertainment Consultant from rendering services of a similar nature as are to be provided hereunder or of a different nature to any other person or entity, from entering into agreements with any other person or entity or from undertaking, engaging in or possessing an interest in any other business activity. Buyer shall have no right or interest in any such services, agreements, or relationships by virtue of this Agreement or the services provided by Entertainment Consultant, or the relationship between Entertainment Consultant and Buyer created hereunder.

13. **CHOICE OF LAW.** The validity, interpretation, construction, and enforcement of this Agreement shall be governed and controlled by the laws of the State of Tennessee, without regard to that State's rules with respect to choice of law. Any dispute arising out of or related to this Agreement must be brought in federal or state court in Davidson County and the parties hereby consent to the exclusive jurisdiction and venue of such forum.

14. **COMPLETE AGREEMENT.** This Agreement contains the complete understanding and agreement of the parties and no representations, inducements, promises, agreements, or undertakings, whether oral or written, express or implied, shall have any force or effect. All undisputed amounts required to be paid to Entertainment Consultant under this Agreement shall be paid to Buyer in full and in a timely manner without assertion of any right of offset, counterclaim, withholding, deduction, right of cross-collateralization, or right of reduction. This Agreement shall not be assignable by Buyer without the prior written consent of Entertainment Consultant. No modification or amendment may be made except by writing executed by both parties. If any covenant, term, or provision of this Agreement is deemed to be contrary to law, that covenant, term, or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation, or effect of the remainder of this Agreement. The parties represent and warrant that they have the authority to bind their respective organizations to this Agreement. A facsimile or electronic mail transmitted document may constitute an original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ROMEO ENTERTAINMENT GROUP, INC.

ADAMS COUNTY FAIRFEST

By: _____
CARLY DIBBLE, TALENT BUYER

By: _____
JOLENE LAUX, MANAGER



ROMEO ENTERTAINMENT GROUP

565 Marriott Drive #100 Nashville, TN 37214

AGREEMENT ("Agreement") made this 4th day of September 2024 (the "Effective Date"), by and between ROMEO ENTERTAINMENT GROUP, INC. ("Entertainment Consultant"), a Nebraska Corporation, with its principal place of business at 565 Marriott Drive #100 Nashville, TN 37214 and the Adams County Fair, a Nebraska State Entity, with its principal place of business at 947 South Baltimore, Hastings, NE 68901 ("Buyer"). NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties acknowledge and agree as follows:

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The duties of the Entertainment Consultant will be: To conduct preliminary negotiations with artists and their representatives, assist in processing contracts, consult Buyer on how to meet all necessary requirements as outlined in the contracts and artists riders which have been approved by Buyer. Entertainment Consultant and Buyer will carry out their duties in a conscientious, diligent, and responsible manner, at all times protecting each other's integrity and reputation so that the image to the public will be of the highest caliber. For the purposes of this Agreement, all so-called "free" or unpaid talent shall not be secured by Entertainment Consultant.

2. **PAYMENT TO ENTERTAINMENT CONSULTANT.** Entertainment Consultant shall be paid a fee of EIGHT PERCENT (8%) on any artists that Entertainment Consultant books for Buyer (the "Entertainment Consultant's Fee") plus \$1.50 per ticket sold, plus Expenses. "Expenses" are defined as travel, lodging and meals incurred by Entertainment Consultant's service representative in the event the parties determine one is necessary. All fees paid to Entertainment Consultant are over and above any fees paid to artists. Entertainment Consultant Fee shall be paid on day of show. The Entertainment Consultant Fee may not represent total remuneration received by Entertainment Consultant, which may realize additional revenue from services such as sponsorships, ticketing, promotions, marketing initiatives and block-buys. **BUYER SHALL PAY ALL SALES, USE AND OTHER SIMILAR TAXES REQUIRED BY ANY GOVERNMENTAL AUTHORITY EXERCISING CONTROL OR TAXING AUTHORITY OVER THIS EVENT AS IT PERTAINS TO THIS AGREEMENT.** Buyer shall also be responsible for its own personnel's wages, federal, state, and local income taxes, worker's compensation insurance and travel related expenses. Buyer shall indemnify and hold Entertainment Consultant harmless from any such liability for contributions, federal, state, and local taxes, payments, or other obligations related to employees of Buyer.

3. **TERM.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one year, unless otherwise terminated or extended in accordance with the terms hereof ("Initial Term"). The Initial Term shall automatically extend for periods of one year ("Renewal Term") unless a party provides written notice to the other party of its desire not to extend the Term within 30 days prior to the commencement of the applicable Renewal Term. The Initial Term and Renewal Term shall collectively be referred to herein as the "Term".

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6. **FACILITIES AND PERSONNEL.** Buyer shall furnish on the Premises, at its sole expense unless otherwise agreed to within an agreement with artist,

(a) a suitable stage with adequate heated/air-conditioned dressing rooms, areas for sound and light controls, showers, areas for spotlights and such other facilities as are necessary or appropriate, as detailed in the artist rider (b) a first-class sound and light system and required electrical services to operate said equipment, and (c) stage hands and crews for operating spotlights and unloading, setting up, placing in proper positions and striking stage gear, sound equipment, lights, rigging, stage top, portable stage, and any other equipment. In addition, Buyer shall furnish to the personnel and performers free admission to the Premises and access to all areas necessary or convenient for the performances contemplated herein.

7. **INDEMNITY AND INSURANCE.** Buyer assumes full responsibility for the operation of the Premises where the Event will take place and all facilities and equipment thereon and will indemnify and hold the Entertainment Consultant and its employees, officers, contractors, representatives, and agents, harmless from any and all claims, liabilities, damages, losses, costs, and expenses (including attorney's fees) arising out of any such operations, contracts or transactions relating to this Agreement, as well as Buyer's breach of any of its obligations under this Agreement. Buyer shall indemnify Entertainment Consultant from any act or omissions of the Buyer's representatives or other agents, whether occurring within or outside the scope of the representative's agency, employment, or duties. For these purposes, Buyer will subscribe to and keep in force during the duration of this Agreement all customary forms of insurance, including comprehensive public liability, and shall cause Entertainment Consultant to be named as additionally insured as its interest appears, with a limit to be no less than: **One Million Dollars (\$1,000,000.00) for capacities between 0-2,500; Three Million Dollars (\$3,000,000.00) for capacities between 2,501-10,000; Four Million Dollars (\$4,000,000.00) for capacities between 10,001-15,000; Six Million Dollars (\$6,000,000.00) for capacities between 15,001-25,000; and Ten Million Dollars (\$10,000,000.00) for capacities over 25,000** or any additional amount agreed upon by Entertainment Consultant and artist's representative, and workmen's compensation in such amounts and with such carriers as shall be approved by the Entertainment Consultant. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the Entertainment Consultant upon request. All policy limits subscribed to in connection with the Event shall be subject to Entertainment Consultant's approval.

8. **FORCE MAJEURE.** Entertainment Consultant shall not be responsible or liable in any way, nor shall such action be deemed a breach of this Agreement, for any resulting loss or damage if the performance of any provision of this Agreement is delayed or prevented by any act of God or any cause, contingency or circumstance beyond Entertainment Consultant's control, including those obligations which are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond Entertainment Consultant's control (including, but not limited to, fire, casualty, physical disability, the acts or regulations of public authorities, riots, strikes, labor difficulties, epidemics, pandemic, earthquakes, acts of terrorism, interruption or delay of transportation services or any other cause, of a similar nature beyond Entertainment Consultant's control, including, without limitation, artist's illness or incapacity) (each a "Force Majeure Event"), any of which shall excuse Entertainment Consultant from the performance and obligations under this Agreement. Notwithstanding the foregoing, in the event of a Force Majeure Event, Entertainment Consultant shall be entitled to keep (or require payment if not yet paid) 50% of the Entertainment Consultant's Fee as well as any Expenses incurred prior to such Force Majeure Event, provided, however, that in the event Buyer receives an insurance payout for such cancellation, Entertainment Consultant shall be entitled to, and Buyer shall promptly pay, the entirety of the Entertainment Consultant's Fee and Expenses.

9. **NOTICES.** All notices and communications required or permitted under this Agreement shall be in writing and delivered personally, or via electronic mailing service, or sent by certified mail, postage prepaid, addressed to the party for whom intended at the addresses shown at the beginning of this Agreement or to such other addresses as may be designated by the parties in writing.

10. **TERMINATION.** In the event of a breach or other default under this Agreement by Buyer, Entertainment Consultant may terminate this Agreement if such breach or default is not cured upon (i) ten (10) days written notice in the case of failure to make payment, and (ii) thirty (30) days written notice in the case of any other breach or default (unless such nonpayment breach or default cannot be cured within such thirty (30) day period, in which Entertainment Consultant shall be permitted to immediately terminate the Agreement). Said notice shall set forth the specific reasons or actions which caused the alleged breach or default.

11. **CONFIDENTIALITY.** Buyer agrees that the terms of this Agreement are confidential and shall not be disclosed to any third party, except as may be required by law or with the prior written consent of the Entertainment Consultant.

12. **CONFLICT.** Nothing in this Agreement shall limit or preclude Entertainment Consultant from rendering services of a similar nature as are to be provided hereunder or of a different nature to any other person or entity, from entering into agreements with any other person or entity or from undertaking, engaging in or possessing an interest in any other business activity. Buyer shall have no right or interest in any such services, agreements, or relationships by virtue of this Agreement or the services provided by Entertainment Consultant, or the relationship between Entertainment Consultant and Buyer created hereunder.

13. **CHOICE OF LAW.** The validity, interpretation, construction, and enforcement of this Agreement shall be governed and controlled by the laws of the State of Tennessee, without regard to that State's rules with respect to choice of law. Any dispute arising out of or related to this Agreement must be brought in federal or state court in Davidson County and the parties hereby consent to the exclusive jurisdiction and venue of such forum.

14. **COMPLETE AGREEMENT.** This Agreement contains the complete understanding and agreement of the parties and no representations, inducements, promises, agreements, or undertakings, whether oral or written, express or implied, shall have any force or effect. All undisputed amounts required to be paid to Entertainment Consultant under this Agreement shall be paid to Buyer in full and in a timely manner without assertion of any right of offset, counterclaim, withholding, deduction, right of cross-collateralization, or right of reduction. This Agreement shall not be assignable by Buyer without the prior written consent of Entertainment Consultant. No modification or amendment may be made except by writing executed by both parties. If any covenant, term, or provision of this Agreement is deemed to be contrary to law, that covenant, term, or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation, or effect of the remainder of this Agreement. The parties represent and warrant that they have the authority to bind their respective organizations to this Agreement. A facsimile or electronic mail transmitted document may constitute an original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ROMEO ENTERTAINMENT GROUP, INC.

ADAMS COUNTY FAIRFEST

By: _____
CARLY DIBBLE, TALENT BUYER

By: _____
JOLENE LAUX, MANAGER