



- Artist or Artist’s furnishing company (hereinafter “Producer”)
- Company authorized by Purchaser to act on their behalf (hereinafter “Agent”)
- Person or company authorizing Agent and engaging Producer (hereinafter “Purchaser”)

This **Booking Agreement** (the “Agreement”) is made on July 18, 2020, by and between TSE Entertainment, 16238 Ranch Rd 620 N Ste.F #121, Austin, TX, 78717, United States (hereinafter “Agent”), and Weber County Fair, 1000 1200 W St, Ogden, UT, 84404, United States (hereinafter “Purchaser”) (individually referred to as a “Party” or collectively referred to as the “Parties”).

It is understood and mutually agreed that the PURCHASER has authorized the AGENT to act on their behalf to engage the Producer to provide the entertainment generally described as the “Performance” listed herein. The Producer hereby agrees to provide the PURCHASER with the “Performance” subject to all of the terms and Conditions herein set.

**1. Deal Terms and Payment Schedule**

The PURCHASER hereby agrees to pay AGENT **Flat Guarantee of \$ 32,000.00** for the Performance(s). AGENT will then pay Producer for the Performance as described herein.

**Deposit Payment** for the Performance is to be paid by Company Check, Cashier’s Check, Money Order, or Wire Transfer to **TSE Entertainment, LLC** in the amount of **\$17,000**.

**Final Payment** for the Performance is to be paid by Cash, Certified Check, or Money Order to **Tracy Byrd Music, LLC** in the amount of **\$15,000**.

Payment Mailing Information:  <b>TSE Entertainment, LLC</b>  <b>Attention: Glenda Black</b>  <b>16238 RR 620 N. Ste. F. #121</b>  <b>Austin, Texas 78717</b>	Bank Wire Information:  <b>TSE Entertainment, LLC</b>  <b>c/o Wells Fargo Bank, 420 Montgomery St, San Francisco, CA 94104</b>  <b>Domestic ABA Routing #: 121000248</b>  <b>Account #: 5106794448</b>
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Deposit	due July 22, 2020 to TSE Entertainment, LLC	\$ 17,000.00
Balance	due on site day of show to Tracy Byrd Music, LLC	\$ 15,000.00

**2. Events, Performances, and Appearances**

Artist/Producer	Tracy Byrd
Date	Saturday, August 8, 2020
Venue	Weber County Fair 1000 1200 W St, Ogden, UT, 84404, United States
Event	Fair Weber County Fair
Performance	Drive-In Concert (90 minutes – 8:45 PM to 10:15 PM (Subject to Change)

- 3. Additional Terms - Purchaser to provide ground transportation including to and from Salt Lake City Airport, 5 hotel rooms for 2 nights (August 7th & 8th, 2020), backline as needed by artist, plus any additional agreed-upon rider requirements (see attached). Purchaser will also follow state and local health guidelines regarding COVID-19 to keep performers as safe as possible.**

#### 4. Ticket Scaling - N/A

#### 5. Security

The PURCHASER shall guarantee proper security at all times to ensure the safety of the PRODUCER, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the PRODUCER on the premises.

#### 6. Producer Relationship

PRODUCER is to be considered by PURCHASER as the client of TSE Entertainment. Any attempt to negotiate, book engagements, arrange alternate dates, times, or fees, shall be done solely through TSE Entertainment. Should PURCHASER violate this provision, TSE Entertainment may choose to elect any of the following remedies; (1) the full amount of contract shall be immediately due and owing, (2) TSE Entertainment may get an injunction, or (3) take any legal remedies available.

#### 7. Return Engagements

Any return engagement within ONE YEAR & THREE MONTHS are the property of TSE. A fee of 15% of all monies paid to PRODUCER by PURCHASER will be due and owing TSE Entertainment 15 days after completion of any contractual period between PURCHASER and PRODUCER.

#### 8. Recording, Reproduction or Transmission of Performance

PURCHASER shall not itself nor shall it permit others to professionally record, broadcast, televise, photograph or otherwise reproduce the Performance without prior written consent of the PRODUCER.

#### 9. Controlling Authority

PRODUCER shall have the sole and exclusive control over the production and presentation of the Performance, including but not limited to the details, means, and methods of the performing personnel, and PRODUCER shall have the sole right or may see fit to designate and change at any time the performing personnel.

#### 10. Intellectual Property

The Parties acknowledge that the PRODUCER shall perform its obligations under the terms of this Agreement as an independent contractor and not as an employee of PURCHASER. As such, all intellectual property rights, including copyrights, arising out of or deriving from the Performance shall be owned exclusively by the PRODUCER.

#### 11. Merchandising

PRODUCER shall have the exclusive right to sell souvenir programs, 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 or other merchandise on the premises of the Place of Performance during the Date of the Performance, without any participation in proceeds by PURCHASER, subject however to concessionaire's requirements if any. Artist keeps 100% merch sales.

#### 12. Right to Likeness

PURCHASER shall be entitled to advertise and promote the appearance of PRODUCER at the Performance solely for the purpose of increasing the attendance at Performance. PURCHASER however, may not use PRODUCER'S name or likeness as an endorsement of any product or service nor in connection with any commercial tie-up without PRODUCER'S prior written consent.

#### 13. Term and Termination

- a. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.
- b. **Termination.** In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, PRODUCER shall have the right to refuse to perform this Agreement, shall retain any amounts paid to PRODUCER by PURCHASER, and PURCHASER shall remain liable to PRODUCER for the agreed Payment under this Agreement. In addition, if, on or before Date of Performance, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this Agreement by notice to AGENT to that effect, and to retain any amounts heretofore paid to PRODUCER by PURCHASER and PURCHASER shall remain liable to PRODUCER for the agreed Payment under this Agreement.

#### **14. Force Majeure**

The Parties shall be excused from their obligations under this Agreement in the event of proven sickness, accident, riot, strike, epidemic, act of God, or any other force majeure event or occurrence beyond their respective control.

The performance of the PRODUCER pursuant to the terms of this Agreement is subject to the occurrence of any of the following conditions: death or sickness of the PRODUCER or family members, accidents, riots, strikes, acts of God, accidents to or mechanical failure of transportation or any other event beyond the PRODUCER control rendering performance of this Agreement impractical.

Purchase price is agreed upon rain or shine, except as pertains to DECLARED LOCAL STATE OF EMERGENCY OR DISASTER AREA.

#### **15. Right to Terminate**

PRODUCER reserves the right to cancel this engagement by written notification to the AGENT no later than thirty (30) days prior to engagement for the purpose of television, or motion picture, or Nevada type engagement, or major international or domestic type tour without recourse.

#### **16. Union Rights:**

As to PRODUCER who are a party to this Agreement and who are members of the American Federation of Musicians of the United States and Canada (hereafter "Federation"), the following provisions shall apply:

a. It is expressly understood by the PURCHASER, AGENT and the PRODUCER, who are parties to this Agreement in any capacity except as may be expressly provided in a specific written agreement, and therefore neither the Federation nor the local union, shall be liable for the performance or breach of any provision thereof.

b. A representative of the local union or the Federation shall have access to the place of performance covered by this Agreement for the purpose of communication with the PRODUCER performing the engagement and the PURCHASER.

#### **17. Indemnification**

PURCHASER hereby indemnifies and holds AGENT and PRODUCER, as well as PRODUCER'S respective representatives, principals, employees, officers, and directors harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or any of the foregoing in connection with or as a result of any claim for 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 Performance, which claim does not result from the active and willful negligence of the PRODUCER. PURCHASER acknowledges and agrees that in executing this Agreement, TSE Entertainment is acting solely as an AGENT of the PRODUCER, that TSE Entertainment is not a party to the Agreement, and that TSE Entertainment shall have no liability to PURCHASER in the event of any breach of this Agreement.

PRODUCER agrees to indemnify and hold the PURCHASER and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of the PRODUCER in its provision of services pursuant to the terms of this Agreement.

#### **18. Governing Law**

This Agreement shall be governed by and subject to the laws of UT United States, without giving effect to any choice or conflict of law provision.

#### **19. Assignment/Transfer**

Neither PRODUCER nor PURCHASER may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the PRODUCER, PURCHASER and AGENT and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. It is expressly understood and agreed that the Parties make no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Parties hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to each Party at the addresses provided.

#### **20. Amendment to Agreement**

This Agreement contains the sole and complete understanding of the Parties and may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both Parties.

#### **21. Entire Agreement**

This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF EACH PARTY WARRANTS

HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT IN FULL.

**22. Binding Agreement**

THIS AGREEMENT IS NOT TO BE ADVERTISED OR CONSIDERED BINDING UNTIL DEPOSITS REQUIRED ARE RETURNED AND CONTRACT IS SIGNED BY BOTH PARTIES.

ACCEPTED AND AGREED TO:

**Weber County Commission**

Commissioner Gage Froerer, Chair  
2380 Washington Blvd. Ste. 360  
Ogden, Utah 84401, United States

**TSE Entertainment - Listed Agent of Producer Above**

*Glenda Black 7-20-20*

Glenda Black  
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