



- 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 May 16, 2023, by and between TSE Entertainment, 13809 Research Blvd. SUITE 500, Austin, TX 78750, United States (hereinafter "Agent"), and Weber County Fair, 1000 N 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 \$ 6,000.00** for the Performance(s). AGENT will then pay Producer for the Performance as described herein. **Deposit Payments** for the Performance(s) are to be paid by Check, Cashier's Check, Money Order, or Wire Transfer to **TSE Entertainment, LLC**. **Final Payments** for the Performance(s) are to be paid by Check, Cashier's Check, Money Order, Wire Transfer or Cash to **Bad Cow, LLC**.

Payment Mailing Information: TSE Entertainment, LLC Attention: Glenda Black 13809 Research Boulevard, Suite 500 Austin, TX 78750	Bank Wire Information: TSE Entertainment, LLC Bank Address: Frost Bank, 2710 La Frontera Blvd, Round Rock, TX 78681 Domestic ABA Routing #: 114000093 Account #: 503043835
--	--

Deposit	due 5/23/23 to TSE Entertainment, LLC	\$ 3,500.00
Balance	due onsite to Bad Cow, LLC	\$ 2,500.00

2. Events, Performances, and Appearances

Artist/Producer	Tanner Adell
Date	Thursday, August 10, 2023
Venue	Weber County Fair 1000 N 1200 W St, Ogden, UT, 84404, United States
Event	Fair Weber County Fair
Performance	Concert (60 minutes)
Schedule	06:00 PM: Doors 07:00 PM - 08:00 PM: Co-Headliner: TANNER ADELL; (60 min.) 08:30 PM - 9:45 PM: Co-Headliner: Robyn Ottolini; (75 min.)

3. Additional Terms -

PRODUCTIONS: Purchaser to provide and pay for festival sound and lights, per advance. - Purchaser to provide and pay for backline, per advance. - Purchaser to provide and pay for catering as required by Artist upon advancing.

Accommodations: Purchaser to provide and pay for **3 double hotel rooms** night of show as required by Artist.

Ground transportation: Purchaser to provide and pay for local ground transportation as required by Artist.

SPECIAL PROVISIONS: *PURCHASER AGREES TO THE FOLLOWING:

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

- 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.

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

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

Artist shall not perform a publicly advertised engagement within 100 miles of the applicable Venue, for a period of 60 days prior to or 30 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: PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

4. Ticket Scaling - The concert is Free with Fair Admission: \$8-\$10 (depending on age)

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 or 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.

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, pandemic/epidemic, 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 if this is an outdoor event. Bad weather such as rain does NOT fall under the force majeure clause. PRODUCER to be paid in full regardless of weather-related issues.

15. Cancellation Clause

THIS CONTRACT CANNOT BE CANCELED BY THE PURCHASER. In the event of such PURCHASER cancellation, contract guarantee is to be paid in full. PRODUCER reserves the right to cancel this engagement by written notification to the

PURCHASER no later than 30 days prior to the engagement. In the event of such PRODUCER cancellation, any deposits made will be refunded to the PURCHASER.

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.~~

The Parties agree to indemnify and hold harmless the other Party from and against any claims, lawsuits, liability, damages, loss, costs or expense, including attorney's fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omissions of the responsible Party.

Purchaser is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that Purchaser shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

18. Governing Law

This Agreement shall be governed by and subject to the laws of ~~TX~~ **Utah** 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 Fair

Ashton Wilson 5/16/23

Ashton Wilson
Weber County Fair
1000 N 1200 W St, Ogden, UT, 84404, United States
anwilson@co.weber.ut.us
801-989-4054

TSE Entertainment - Listed Agent of Producer Above

Glenda Black
TSE Entertainment
13809 Research Blvd. SUITE 500, Austin, TX 78750, United States
glendablack@tseentertainment.com
512-762-0603

x

Gage Froerer
WEBER COUNTY COMMISSION Date

Attest:

RICKY HATCH
Weber County Clerk/Auditor Date