



Contract #:
Agent:
Phone:

1213994
Lauren Holland
615-564-2580

Agreement made Monday, March 4, 2024 by and between **TAD Music LLC F/S/O Taylor Austin Dye ('Artist')** and **Town Of Ashland City ('Purchaser')**.

It is mutually agreed that the Purchaser engages the Artist to perform the following engagement(s) upon the terms and conditions hereinafter set forth. Attached Exhibit A - Additional Terms and Conditions and Artist's Rider are made part of this Agreement by this reference.

1. Artist: Taylor Austin Dye
Loanout/Producer: TAD Music LLC **Tax ID:** 92-3831538
2. Billing: Headline
3. Engagement Venue: Riverbluff Park Summerfest
175 Old Cumberland St.
Ashland City, TN 37015
United States
4. Date of Engagement: Saturday, June 8, 2024 **No. Shows: One (1)**
5. Schedule: 8:30pm - Set Time - Taylor Austin Dye

TBD, TBD, TAYLOR AUSTIN DYE to Headline and Close. Artist must approve support.

Set Length: Artist to play one approximately 60 min set.

6. Deal: \$5,000.00 USD Flat Guarantee

7. Additional Provisions: PRIOR TO ANNOUNCE PURCHASER MUST CONTACT ELISA VAZZANA
(elisa.vazzana@unitedtalent.com / 615-564-2580) AND TAYLOR KREBS
(evassistant@unitedtalent.com / 615-564-2580) FOR ALL BILLING AND ADMAT APPROVALS

ALL MARKETING/ TICKETING AS WELL AS ANNOUNCE/ ON SALE SCHEDULES MUST BE APPROVED IN ADVANCE BY MANAGEMENT.

Please reach out to the contacts below to coordinate your Announce and On Sale plans. Once the Announce and On Sale plans have been confirmed they will provide all marketing and ticketing information you'll need to setup your show.

Lex Lipsitz: lex@lexmusicgroup.com

Austin McBride: austin@lexmusicgroup.com

Mackenzie Coberley: mackenzie.coberley@unitedtalent.com

BACKLINE: Purchaser to provide and pay for backline, per Artist's specs

HOTEL ROOMS: Artist to provide and pay for accommodations

GROUND TRANSPORTATION: Artist to provide and pay for local ground transportation

CATERING: Purchaser to provide and pay for catering, per Artist specs

8. Merchandise: 100% Artist All Merchandise - MFN (Artist sells).

9. Payments: All payments shall be paid by PURCHASER in US Dollar (unless otherwise mentioned)

<u>Due Date</u>	<u>Amount</u>	<u>Comments</u>
May 08, 2024	\$2,500.00	50% due 30 days prior to stated engagement date
Jun 08, 2024	\$2,500.00	Balance due DOS

Deposit Remittance: **PAYMENT MAILING INFO:**
Attention: Lauren Holland
United Talent Agency
225 Polk Avenue
Suite 130
Nashville, TN 37203
Check Made Out To: TAD Music LLC

BANK WIRE INFO:
United Talent Agency, LLC
C/O City National Bank
Credited To: TAD Music LLC
400 N. Roxbury Dr Beverly Hills, CA 90210
ABA Routing: 122-016-066
Account: 123-947-126
Swift: CINAUS6L

10. Radius Clause: 50 miles; 14 days prior and 14 days after the stated engagement date

11. Purchaser Signed Contract:

Purchaser signed contract and rider due to United Talent Agency no later than Thursday, May 9, 2024

12. Event Contacts:**Purchaser Company**

Town Of Ashland City
233 Tenn. Waltz PKWY
Ashland City, TN 37015
615-792-4211 x 5727

Purchaser

Town Of Ashland City
233 Tenn. Waltz PKWY
Ashland City, TN 37015
Phone: 615-792-4211 x 5727
Email: SSampson@ashlandcitytn.gov

Talent Buyer

AC Clark
Phone: 615-426-7604
Email: aclark@ashlandcitytn.gov

Marketing

AC Clark
Phone: 615-426-7604
Email: aclark@ashlandcitytn.gov

Production

Lee Gibson
Phone: 615-829-4114

13. Tickets:

Ticket Prices: Free

It is expressly understood by the Purchaser and Artist who are party to this contract that United Talent Agency, LLC, its employees, shareholders and affiliate entities are not party(ies) to this contract in any capacity. United Talent Agency, LLC, its shareholders, employees, officers and affiliate entities shall not be liable for any party's performance or breach of any terms or provisions contained herein.

By: x _____

SIGNATURE OF PURCHASER

AC Clark
Town Of Ashland City
233 Tenn. Waltz PKWY
Ashland City, TN 37015
Email: aclark@ashlandcitytn.gov
Phone: 615-426-7604

By: x _____

SIGNATURE OF ARTIST

Taylor Austin Dye
TAD Music LLC

Exhibit A
Additional Terms and Conditions

Artist: Taylor Austin Dye

1. Reproduction of Performance:

Purchaser shall not authorize anyone under its control nor any third party to record, stream, broadcast, televise, photograph or otherwise reproduce the audio, visual and/or audio-visual performance, in whole or in part, rendered by Artist hereunder without Artist's prior written approval, which may be withheld for any reason. If Purchaser televises the performance hereunder on a jumbotron or similar screen during Artist's performance, then any and all tapes or other recordings - physical, digital or other - created for purposes of such real-time broadcast, shall be surrendered by Purchaser to Artist at the completion of Artist's performance.

2. Merchandise:

Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of Artist merchandise including, but not limited to, articles of clothing (i.e., t-shirts, hats, etc.), posters, stickers, and any other merchandise Artist wishes to sell within Artist's discretion, on the premises of the place of performance without any participation in the proceeds by Purchaser, subject to concessionaire's requirements, if any.

3. Right to Likeness:

Artist's name, likeness, image, and/or biographical data shall not be used by Purchaser or any other party under the control of Purchaser, to endorse, promote or otherwise advertise this Engagement, Purchaser, any commercial tie-in, any sponsor, or any other product or service connected with this Engagement or Purchaser, unless otherwise agreed between Artist and Purchaser, in writing, prior to Artist's arrival at the performance venue.

4. Termination:

In the event Purchaser refuses or neglects to provide any of the material items or to perform any of its material obligations per the Agreement and this Exhibit A, and/or fails to timely make any of the payments as provided herein, then Artist shall have the right, in addition to any other remedies which may be available to Artist at law and in equity, to refuse to perform in accordance with the terms of the Agreement, to retain any amounts theretofore paid to Artist (or Artist's designee) by Purchaser (or Purchaser's designee), and, Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee set forth in the Agreement. In addition, if on or before the date of any scheduled 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 worsens after Purchaser and Artist's representative agree to the performance which is the subject hereof, then Artist shall have the right to cancel this engagement without penalty by notice to Purchaser to that effect, and Artist shall have the right to retain any and all deposit monies paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee herein set forth.

5. Sickness / Accident / Force Majeure:

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. Notwithstanding the foregoing, if Artist's performance is prevented by a Force Majeure Occurrence, but Artist is present, ready, willing and able to render its services in accordance with the terms hereof, then Purchaser shall pay Artist the full amount of the Artist Guarantee. The presence of COVID-19 by itself in the show market shall not be considered a Force Majeure event under this Agreement. If Purchaser unilaterally cancels the Performance contract as a result of COVID-19 Artist shall be entitled to prompt payment of the Guarantee in full.

6. Controlling Authority:

Artist shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including, but not limited to the details, means and methods of the performance of the performing artists hereunder, and Artist shall have the sole right to make changes to the performing personnel.

7. Weather:

Inelement weather rendering performance impossible, infeasible or unsafe shall not be deemed a Force Majeure Occurrence and payment of the full amount of the Artist Guarantee shall be made by Purchaser to Artist notwithstanding. If Artist is present, ready, willing and able to render its services as contracted hereunder, irrespective of weather, the full amount of the Artist Guarantee shall be paid by Purchaser to Artist.

8. Cancellation:

Unless stipulated by the parties to the contrary, in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability by giving Purchaser written notice thereof as least thirty (30) days prior to the date of performance. Artist shall have the right to terminate this Agreement without liability to Purchaser if Purchaser fails to sign and return the Agreement within ten (10) days of Purchaser's receipt thereof.

9. Independent Contractor:

It is agreed that Artist and Purchaser each signs this Agreement as an independent contractor and not as employee of the other. This contact shall not in any way be construed so as to create a partnership, employer/employee relationship or joint venture between the parties, nor shall Artist for any reason by its signature hereof be held liable in whole or in part for any obligation of Purchaser or which may be incurred by Purchaser in its carrying out any of the provisions hereof or otherwise.

*exception
repayment
of all
funds
paid
by
Purchaser*

10. Authority for Inconsistencies:

In the event of any inconsistency(ies) between the provision of the Agreement (including Exhibit A) and the provision(s) of any rider, addendum, exhibit or any other attachments hereto, the parties agree that the provisions of this Agreement shall control.

11. Indemnification:

- Either Delete or add "as allowed by law"

Purchaser hereby indemnifies and hold Artist, as well as Artist's agents, representatives, principals, employees, contractors, officers and directors 'Indemnitees' harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred or suffered by or threatened against Artist or any of the Indemnitees in connection with or as a result of:

- (a) any act or failure to act by Purchaser, its employees, agents, representatives, contractors, officers and/or directors 'Purchaser Parties'
- (b) Purchaser's and/or Purchaser Parties' breach of any of the warranties and representations made by Purchaser hereunder or in any addendum or rider(s) attached hereto;
- (c) Purchaser's and/or Purchaser Parties' breach of any of the terms hereof and/or of any addendum and/or rider(s) attached hereto;
- (d) any claim for personal injury or property damage or other brought by or on behalf of any third party as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of Artist.

Purchaser shall at all times indemnify, defend and hold harmless Artist and its employees, representatives, agents, contractors, shareholders and successors-in-interest from and against any and all claims, losses, damages, liabilities, costs and expenses (including, without limitation, legal expenses and attorneys' fees) arising out of or in connection with any person claiming to have become infected with COVID-19 at the venue before, during or after the Artist's performance(s).

12. Dispute Resolution:

This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of Tennessee without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agrees that the ~~Federal Courts located in the State of Tennessee or the~~ State Courts of Tennessee, as applicable, shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) irrevocably consents to personal jurisdiction by such courts.

13. Conflict of Laws:

Nothing in this Agreement shall require the commission of any act contrary to 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 the Purchaser to Artist hereunder. If there is a conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified and/or limited only to the extent necessary to eliminate such conflict. Artist agrees to 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, of which Artist is advised by Purchaser, in writing, prior to arrival at the performance venue.

14. United Talent Agency, LLC as Agent:

It is agreed that United Talent Agency, LLC 'Agent' is not a party to the contract and acts herein only as the agent for Artist. As such, Agent is not responsible for any act of commission or omission on the part of either Purchaser or Artist. In furtherance thereof and for the benefit of Agent, it is agreed that neither Artist or Purchaser will name or join Agent as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of Purchaser or Artist hereunder. If at any time there shall be a controversy between Purchaser and Artist with respect to the monies for the performance(s) covered hereunder which are held by Agent in its trust account 'Trust Funds' Agent may upon notice to Purchaser and Artist either: (i) hold the Trust Funds until otherwise directed by a written instrument signed by Purchaser and Artist or by an order, decree or judgment by a court of competent jurisdiction which, by lapse or otherwise, shall no longer be or shall not be subject to appeal or review, or, (ii) deposit the Trust Funds in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Trust Funds in accordance herewith, the obligations of the Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this Agreement.

15. Assignment / Transfer :

This Agreement: (a) shall not be assigned or transferred without the written consent of both parties; (b) contains the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and, (c) may not be amended, supplemented, varied or discharged, except by a written instrument, signed by both parties. The person executing this Agreement on Purchaser's behalf warrants his/her authority to do so. The terms, 'Purchaser' and 'Artist' as used herein shall include and apply to the singular, the plural and all genders.

16. Counterparts:

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other party as soon as practicable thereafter.

17. Waiver:

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

18. Confidentiality:

The terms of this Agreement, as well as correspondence and documentation related to this Agreement, are confidential to the parties and may not be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law or court order, or for carrying out the purposes of this Agreement. Further, the parties shall treat as confidential all information, data and documents acquired by each other relating to the business affairs of the other, except as such information may already be in the public domain. Notwithstanding anything to the contrary contained herein, if Artist is subject to a recording contract which mandates disclosure of show- and touring-related information and documentation to the record label as part of that contract, then any disclosures made by Artist (or Artist's agent or representative) in compliance therewith (including, without limitation, this Agreement and documentation ancillary hereto), shall be permitted and shall not be deemed a breach of the confidentiality provision(s) hereof by Artist (or Artist's agent or representative).

19. Security and Insurance:

(a) Purchaser agrees to provide security personnel and take all security measures to ensure the safety of Artist at all times during the engagement hereunder. Purchaser's failure to provide such security and/or to ensure Artist's safety shall be a material breach of this Agreement and governed by the terms of Paragraph 4 herein.

(b) On the date of the contracted performance and through completion of Artist's load-out, Purchaser shall have valid, current and appropriate commercial general liability insurance with limits of no less than \$1,000,000 (US) per occurrence to cover its liability as noted above, and worker's compensation insurance for Purchaser's employees in accordance with legal requirements. As soon as reasonably possible after execution hereof, Purchaser shall provide Artist with a certificate evidencing the above insurance.

20. Licenses:

Purchaser shall be responsible for acquiring and paying for all licenses, permits and authorizations required to be obtained for this performance and any permitted exploitation thereof, including without limitation, any and all union, guild, music publisher, record company, performing rights society and public authority permissions, consents and licenses. All such licenses, permits and authorizations shall be valid and in effect throughout the Term of this Agreement and shall specifically cover any and all performance(s) hereunder.

21. Limitation of Liability:

Notwithstanding anything to the contrary contained herein: (i) in no event shall either party be liable for any incidental, special or consequential damages (including, without limitation, any lost profits or loss of business, whether foreseeable or not), occasioned by any cause whatsoever; and (ii) in no event shall Artist's liability to Purchaser hereunder exceed the amount of the deposits and/or fees paid to Artist hereunder.