

BOOKING SERVICES AGREEMENT

This booking services agreement (the “**Agreement**”) is made and entered into as of January 26, 2024, by and between The City of Grand Prairie, Texas, a home rule city organized under the Constitution of the State of Texas (“**CITY**”) and AEG Presents Productions, LLC, a Delaware limited liability company (“**AEG**”). In consideration of the mutual promises contained herein, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to reflect the terms upon which AEG agrees to provide, and CITY agrees to accept and pay for, the Services (as defined below) of AEG in connection with CITY’s main street festival in Grand Prairie, Texas on April 26 – 28, 2024 (the “**Event**”).

2. TERM

The Term of this Agreement shall begin on the date hereof and, unless sooner terminated in accordance with the provisions hereof, shall end on the date upon which each element of the Services has been fully rendered; subject however, to the survival of any term or provision of this Agreement contemplating performance after the expiration or earlier termination of this Agreement.

3. SERVICES

a. The services (“**Services**”) to be provided by AEG shall consist of (a) all services provided by talent buyers (as that term is generally used in the music concert industry in the United States, i.e. to identify potential performing artists for the Event, negotiate and confirm with such performing artists (or their agents) the date on which they will perform at the Event, and the terms governing such performance), (b) paying and executing the applicable performing artists’ contracts on behalf of CITY, and (c) ordering the necessary production elements that are required of CITY in connection with each such artists’ rider (CITY will directly provide backline, sound and lights, staging, and transportation at its own cost). As detailed further below, AEG shall negotiate, on behalf of CITY, with artists and their agents in order for CITY to obtain contracts with the artists’ furnishing entities. CITY acknowledges and agrees that AEG itself shall not be a party to or signatory of any such contracts and shall merely be acting as an agent for CITY in the sense that, subject to the provisions of this Agreement, AEG shall have the authority to confirm terms with artists and/or their agents, and sign on behalf of CITY, without AEG having any liability in connection therewith. In fact, once an artist and/or Event is booked, CITY shall be solely liable for the production, promotion and presentation of the performance(s) contemplated thereby, notwithstanding AEG’s providing of the Services.

b. AEG and CITY shall mutually develop a list of proposed artists for the Event.

c. Using the agreed upon list, AEG shall approach artists’ agents for the purpose of determining artists’ availabilities to perform at the Event.

d. Upon written authorization by CITY, AEG shall make offers to an artist’s agent or representative and negotiate terms and conditions of the artist’s appearance, while continuously consulting with CITY in connection therewith. Such negotiations shall deal with Cost of Talent (as defined below), basic and material terms of the artist’s contract and rider (copies of which will be delivered to CITY), travel expenses, if any, and any other costs or conditions associated with the artist’s appearance at the Event.

e. After AEG provides the negotiated terms to CITY and receives written authorization from CITY to move forward with such artist, CITY shall immediately remit one hundred percent (100%) of the proposed artist's Talent Cost (defined below) to AEG, and subsequently, AEG will book and confirm (which may be oral) the dates on the terms agreed upon by CITY in its authorization. After each booking is made, AEG shall provide CITY with the applicable artist's contract all riders it receives.

4. PROPRIETARY INFORMATION

Information concerning both AEG and CITY obtained by the other throughout the performance of this Agreement including, without limitation, operations, products, services, policies, business methods, sales information and other such information deemed privileged in the judgment of the respective party, shall remain confidential and proprietary to the party which it concerns, except to the extent it is necessary for AEG to disclose such information in order to book performances pursuant to this Agreement.

5. PAYMENT FOR SERVICES

a. In consideration for AEG providing the Services, CITY shall pay AEG a flat fee of Five Thousand Dollars (\$5,000) (the "**Booking Fee**"). The Booking Fee for shall be payable to AEG within ten (10) calendar days following execution of this Agreement.

b. In the event CITY incurs, in any manner, a loss in connection with the presentation and/or promotion of a performance which AEG books, CITY shall bear all of the loss and none shall be borne by AEG.

c. The "**Talent Cost**" for each performing artist shall consist of the total fees paid to the artist for said performance(s), inclusive of guarantees, percentage income, reimbursement or payment in lieu of expenses for transportation and travel including accommodations and any expenses resulting from conditions imposed by an artist's rider or contract including, without limitation, production requirements (e.g. sound and lights).

d. AEG shall advise CITY as to the Talent Cost and the Booking Fee for each performing artist in a timely manner.

e. In the event an artist cancels its performance thirty (30) or more days prior to the scheduled performance date and such cancellation is not due to CITY's default or some other permissible reason under such artist's contract ("**Artist Default**"), then AEG shall use commercially reasonable efforts to find a replacement artist for the performance on terms and conditions approved by CITY in writing. In the event that CITY cancels the Event and/or any individual performance(s) subsequent to AEG's submission of offers to one or more artist representatives, CITY shall still be responsible for the full amount of the Booking Fee hereunder and shall pay all such amounts owed to AEG within five (5) days after cancellation of such performance. In addition, CITY shall defend, indemnify and hold harmless AEG from any claims resulting from CITY's cancellation of any performance.

6. OBLIGATIONS OF CITY

a. CITY shall inform AEG of all special conditions attendant to the presentation of performances at the Event (legal, operational, etc.) which AEG needs to know in order to book artists and all other pertinent information helpful in developing a list of proposed artists.

b. As noted in Section 3(e), after AEG provides the negotiated terms to CITY and receives written authorization from CITY to move forward with such artist, CITY shall immediately remit one hundred percent (100%) of the proposed artist's fee to AEG

c. CITY, by itself, shall finance the entire production, promotion and presentation of the performances booked by AEG. CITY will be solely responsible and liable for the use of the Venue, and will be solely responsible for all Venue and performance related costs and staffing, including, without limitation, production, operations, security, rent and charges due to the Venue, Talent Cost, marketing, publicity, advertising, promotion, signage, and all other labor, stage equipment, attorneys' fees, insurance and licenses, visas and permits. This paragraph is not intended to obligate CITY to pay for any one specific item, but rather intended to express that AEG is not, in any way, responsible for the payment of the foregoing costs.

7. RELATIONSHIP OF PARTIES

This Agreement is made by and between CITY and AEG for the sole purpose of obtaining talent for the Event, and assisting CITY with the ordering of production elements needed to fulfill each artist's rider. AEG shall not be deemed a promoter or co-promoter with respect to the Event, nor shall its role be presented or described as such.

AEG and CITY are independent contracting parties and nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency or employment relationship between them, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other, except as expressly provided herein. All persons employed by CITY shall remain employees or contractors of CITY. AEG shall not be responsible for the payment of any withholding and other taxes required by any applicable laws with respect to CITY, artists, CITY's employees or contractors.

8. INDEMNIFICATION [Note: If CITY has sovereign immunity, we need a proposal for what happens if we are sued or receive a claim that is attributable to their actions]

a. CITY and its affiliates and their respective officers, directors, employees and agents hereby agree to hold harmless, indemnify and defend AEG and its parent, subsidiary and affiliated companies, their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors, licensees and volunteers (sometimes collectively referred to herein as "**AEG Indemnitees**") and individually as an "**AEG Indemnitee**") from and against any and all claims, damages, liabilities, losses, costs and expenses alleged or actual, which it or they may incur, including reasonable attorneys' fees and costs, obligations, liens, liabilities, actions and causes of action, (collectively, the "**Claims**") which any one of the AEG Indemnitees may suffer or incur arising in connection with the promoting, producing, and/or presenting of any and all of the performances promoted, produced and/or presented by CITY or its affiliates including, without limitation, those arising from the unauthorized use of AEG's name or logo, any breach of any provision of this Agreement by CITY, and/or the inaccuracy of any representation or warranty made by CITY herein. The foregoing shall not apply to the extent such Claims arise from the negligence or willful misconduct of the AEG Indemnitees. The foregoing indemnification shall survive any termination or the expiration of the Term of this Agreement.

b. AEG hereby agrees to hold harmless, indemnify and defend CITY and its parent, subsidiary and affiliated companies, their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors, licensees and volunteers (sometimes collectively referred to herein as "**CITY Indemnitees**") and individually as a "**CITY Indemnitee**") from and against any and all claims, damages, liabilities, losses, costs and expenses alleged or actual, which it or they may incur, including reasonable attorneys' fees and costs, obligations, liens, liabilities, actions and causes of

action, which any one of the CITY Indemnitees may suffer or incur in connection with the performance of the Services or the failure of AEG to perform the Services in accordance with the terms of this Agreement. The foregoing shall not apply to the extent such Claims arise from the negligence or willful misconduct of the CITY Indemnitees. The foregoing indemnification shall survive any termination or the expiration of the Term of this Agreement.

c. Each party shall give the other party prompt notice of any Claim brought against it coming within the purview of these indemnities. Within fifteen (15) business days after receipt of such notice, the indemnitor shall undertake the defense of each such Claim with counsel satisfactory to and approved by the indemnitee. If the indemnitor fails to undertake and sustain the defense of any Claim in the manner required by this Section 8(c), the indemnitee may engage separate counsel, pay, settle or otherwise finally resolve such Claim for the account and at the risk and expense of the indemnitor. Any payment, settlement or final resolution otherwise by the indemnitee shall release the indemnitor from liability for such Claim. If the indemnitor undertakes the defense of a Claim in the manner required by this Section 8(c), the indemnitee may, at its own expense, engage separate counsel and participate in the defense of any Claim brought against it.

9. **INSURANCE** *[Note: If CITY is prevented from providing the insurance below, we need a proposal for what happens if a claim is attributable to CITY's actions]*

CITY shall, at its sole cost and expense, procure and maintain in force with duly licensed insurance carriers the following occurrence-based insurance for the duration of this Agreement: (i) worker's compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by CITY hereunder and employer's liability with minimum limits of at least One Million Dollars (US\$1,000,000.00), including a waiver of subrogation; (ii) a commercial general liability insurance policy covering bodily injury and property damage liability, personal and advertising injury liability, and errors and omissions liability coverage with limits of not less than Two Million Dollars (US\$2,000,000.00) per occurrence and Five Million Dollars (US\$5,000,000) in the aggregate, including a waiver of subrogation; and (iii) to the extent applicable as it would pertain to the obligations hereunder, business auto liability insurance with a limit of not less than One Million Dollars (US\$1,000,000) combined single limit providing coverage for all owned, hired, and borrowed automobiles. Any combination of primary and umbrella liability insurance shall satisfy the requirements herein. The insurance required in sub-paragraphs (ii) and (iii) hereunder shall be primary and non-contributory insurance and all insurance carried by CITY, its agents, employees, and the parties for which it is operating shall be considered secondary in relation thereto. Within seven (7) days of the execution of this Agreement, CITY will deliver to AEG certificates of insurance evidencing the existence of the insurance required by this Agreement and with an endorsement which shall endorse AEG, AEG Presents LLC, Anschutz Entertainment Group, Inc., and each of their respective parents, affiliates, subsidiaries, officers, directors, representatives, shareholders, members, agents, employees, subcontractors, and any other party reasonably designated by AEG as additional insureds under the policies in sub-paragraphs (ii) and (iii) above. A blanket additional insured endorsement shall satisfy this requirement. Such certificates shall also provide that such coverage will not be canceled or the subject of a material adverse amendment without at least ten (10) days prior written notice to AEG. Upon any cancellation and/or material adverse amendment of any such insurance coverage, and prior to the effective date thereof, CITY will deliver evidence of replacement insurance to AEG.

10. **NOTICE**

All notices and communications regarding the performance and responsibilities of the respective parties and otherwise given by either party to the other party to this Agreement shall be in writing and shall be delivered in person (by hand or by messenger), or shall be sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or FedEx, UPS or other similar recognized private overnight

delivery service, prepaid. Notice given as provided herein shall be deemed to have been given on the date it was received as evidenced by signature, or date of first refusal, if that be the case. Notice hereunder shall be addressed to the parties at:

If to CITY:

City of Grand Prairie
Attn: City Manager
300 W. Main Street
Grand Prairie, TX 75050

If to AEG:

AEG Presents LLC
425 W. 11th Street, Suite 400
Los Angeles, CA 90015
Attn: Legal Counsel

Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

11. TERMINATION

This Agreement may be terminated for cause by either party on written notice to the other party upon the happening of any one of the following: (i) the filing by or against either party of a petition for bankruptcy or for relief from creditors under any equivalent state law or regulation, or (ii) by either party if there is a material breach, failure to perform or default by the other party in the performance of any of its material obligations, representations or warranties provided for in this Agreement, and such breach, failure to perform or default, if curable, is not cured within three (3) days of one party's receipt of written notice from the other.

12. RESTRICTION OF ASSIGNMENT

Neither party shall have the right or power to assign its rights or obligations under this Agreement without the written consent of the other party; except that AEG shall be entitled to assign its rights and obligations hereunder to its parent company, or a wholly owned subsidiary or affiliate thereof, without the prior written consent of CITY.

13. WAIVER

The failure of either party to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and merges any prior representations, warranties, or understandings they may have had regarding the subject matter of this Agreement. This Agreement may not be amended or modified except by a writing executed by both parties.

15. COUNTERPARTS; FACSIMILE SIGNATURES

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Electronic copies, PDF's, facsimile, or photocopies of signatures shall be as valid as originals.

16. GOVERNING LAW; FORUM SELECTION CLAUSE

This Agreement and the parties' conduct arising out of or related to it shall be governed by California law, without regard to its choice of law rules. Any dispute arising out of or related to this Agreement must be brought in federal or state court in Los Angeles County, and the parties hereby consent to the exclusive jurisdiction and venue of such forum.

17. SEVERABILITY

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions of this Agreement provided that the material terms of this Agreement can be given their intended effect without the invalid provisions, and to this extent the provisions of this Agreement are declared to be severable.

18. NO RESTRICTIONS

Nothing contained in this Agreement shall be deemed in any way to prohibit or restrict the right or freedom of either party to conduct any business activity unrelated to the Event without any obligation or accountability to the other even if such business or activity directly competes with the business of the other.

19. FORCE MAJEURE

In the event either party is unable to carry out its material obligations under this Agreement by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this Agreement by such party. As used herein, the term "Force Majeure Event" shall mean the occurrence of an event outside the reasonable control of either party such as artist illness; accident; an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; epidemic; substantial interruption in, or substantial delay or failure of, technical facilities; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God.

20. RESPRESENTATIONS AND WARRANTIES; COVENANTS

Each party hereby represents, warrants and agrees that (a) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of such party, (b) it shall perform its activities under this Agreement in accordance with all applicable Federal, state and local laws and regulations, (c) the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound and (d) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and have made it effective as of the date first written above.