



3142 23rd St S / Fargo, ND, 58103

PHONE: 218-287-2037

FOR OFFICE USE ONLY

Contract Returned: _____

Deposit Received: _____

Check Number: _____

E-Mailed On: 7-8-26

E-Mailed To: davidjess356@hotmail.com

PLEASE READ #4 (a) & (b) FOR ALL PAYMENTS

AGREEMENT made this 8 day of July, 2026, between FM All-Stars LLP

C/O FM All-Stars and Tasha Connely DBA: Tall Timber Days Festival

1. DATE OF ENGAGEMENT: 07/31/2026

2. PERFORMANCE TIME: 07:30 pm - 11:30 pm HOURS OF MUSIC: _____

3. LOCATION OF THE ENGAGEMENT: Grand Rapids MN

4. CONTRACT PRICE: \$2,500.00 AMOUNT (b) PAYABLE TO: FM All-Stars

(a) \$0.00 < DEPOSIT PAYABLE TO BITZER AGENCY BY _____ / _____ / _____ (Nonrefundable Deposit)

(b) \$2,500.00 << This amount shall be paid by purchaser to Artist, prior to their performance time, payable in cash, business check or cashier's check. Contact Agent for other options to pay deposit.

5. Additional Terms & Conditions: Artist provides full production - Rooms to be determined

Location: Downtown under big tent -Grand Rapids MN

Advance show: David 303-618-5561 / Camper provided for dressing room

1. Purchaser acknowledges contract is not binding until executed by all parties; and thereafter it is the subject to pay or play unless performances are impossible due to accidents, sickness, acts of God or other legitimate conditions beyond the control of the parties. This contract may be signed by an Artists' representative on behalf of Artist, once terms and conditions are agreed to by Artist. If attached, the rider is inclusive to this document.

2. In the event Artist is re-booked into the establishment booked or controlled by purchaser within twenty-four (24) months after last engagement, agent shall be paid a commission at the same rate provided in this contract. Artist agrees to be severely liable for payment of said commissions. Commissions must be paid within two weeks of said engagement. Delinquent commission shall accrue interest at 1% per month. If litigation is necessary for collection, debtor shall pay attorney's fees.

3. This contract shall be construed in accordance with the laws of the State of North Dakota governing contracts wholly executed and performed therein, and the parties hereto agree to submit to the jurisdiction of the Courts of the State of the office issuing this Agreement. In the event any provision hereof shall be for any reason illegal or unenforceable, the same shall not affect the validity or enforceability of the remaining provisions hereof.

4. The purchaser and artist agree that they have verbally committed, read and understand the above clauses in this Contract, and upon signing this contract, make this known in writing. If it is noted that a rider accompanies this contract, the rider is considered to be part of this contract. Contracts must be returned within 21 days from the date this contract was issued. All cancellations must be in writing and received in this office no later than 45 days prior to dates of engagement from (October - April) or 60 days notice from (May - September). Not returning signed contract does not automatically cancel agreement.

5. Purchaser agrees to indemnify, defend and hold harmless, agent or artist against any and all claims, cost or liability for damage or injury to any person or property during Artist's engagement, including set up and take down. Agent acts herein only as an agent or manager for the artist and assumes no liability hereunder. It is agreed that neither Artist nor Purchaser will name Agent as a party in a civil suit arising out of, in connection with or related to any acts of commission or omission to this agreement by either Artist or Purchaser. Artist is an independent contractor.

PURCHASER'S NAME: Tasha Connely ARTIST NAME: FM All-Stars

X SIGNATURE: _____ X SIGNATURE: Tyler Rice SB

ADDRESS: 420 N Pokegama Ave ADDRESS: _____

Grand Rapids, MN 55744

Phone #: 303-618-5561 FID / SS# INFO: 47-5080585

RA: adm0 SPLIT: _____ AGENT: _____ POSTERS: _____ RIDER: YES X NO

☐ CHB

☐ GLB

☐ SEB



Performance Rider

The performance rider becomes part of the attached contract when signed by the hiring party here after referred to as the **Purchaser**. Please read carefully. The attached contract is not valid without this signed document. Provisions 7, 8, and 9 pertain to outdoor events only. The following items are to be provided by the Purchaser and are to be considered requirements unless the Purchaser and FM ALL-STAR agree to waive one or more requirements.

1. Minimum stage size is 12' deep by 24' wide, or 8' deep by 32' wide.
2. FM ALL-STAR requires a 220 Volt line, with a 50 amp minimum breaker (Non GFI – Very important), within 50' of the stage.
3. FM ALL-STAR will only use a generator if employer agrees to pay for all expenses resulting from equipment malfunction and /or destruction, including repairs and replacement costs that could occur from using a generator. Any and all malfunctions will be considered due to the use of the generator.
4. FM ALL-STAR requires 3 hours of setup time prior to performance.
5. Purchaser is to provide 2 double rooms per day of engagement. **TBD**
6. FM ALL-STAR requires free water and soda during performance times. Hospitality appreciated.
7. FM ALL-STAR requires a secure location to park vehicle(s) and trailer. Please refer to item #13.
8. In the event of poor weather, the Purchaser agrees to provide an alternative site.
9. FM ALL-STAR will set their gear up once, and tear down once per day of the engagement. If the Purchaser chooses to stage the performance outdoors and poor weather occurs after FM ALL-STAR is set up, FM ALL-STAR will not be required to relocate to another location. The contract is to be considered fulfilled and FM ALL-STAR will be paid in full whether the event is cancelled or not.
10. The Purchaser agrees that if unsafe weather conditions exist it is the sole judgment of FM ALL-STAR as to cancel or perform. In either case FM ALL-STAR is to be paid in full.
11. **Deposits are payable and sent directly to Bitzer Agency.** Any **balance due** shall be paid immediately prior to FM ALL-STAR performance, **payable to FM ALL-STAR**. On percentage deals, the Purchaser is to clear the venue's guest list with FM ALL-STAR.
12. FM ALL-STAR has the sole and exclusive right to sell and distribute FM ALL-STAR merchandise before, during, and after the performance.
13. For events with an audience totaling 300 persons or more, stage security is to be provided for the entire duration of FM ALL-STAR set up, performance, and tear down.
14. The Purchaser is responsible for any damage to FM ALL-STAR vehicles, gear, and personal effects while FM ALL-STAR is in the service of the Purchaser due to negligence. This liability begins at setup and extends through the departure of the Artist, and includes damage inflicted by employees, guests, or patrons of the Purchaser, or due to stage deficiencies not limited to electrical or construction faults.

This rider is intended to ensure a smooth show for Purchaser, FM ALL-STAR, crew, and audience. Please take care of these needs prior to the arrival of the band, which is approximately 3-4 hours before their performance. If you have any questions or concerns please contact FM ALL-STAR management firm The Bitzer Agency @ 218.287.2037.

Thank you for your cooperation!

Date of Engagement: 07/31/2026

Event: Grand Rapids, MN

Purchaser / Accepted and agreed to

Date