



This **Booking Agreement** (the "Agreement") is made on June 7, 2023, by and between Coffey Global, 130 N Preston Rd, Prosper, TX, 75078, United States (hereinafter "Artist"), and Town of Prosper, Texas, 250 W First St, Prosper, TX, 75078, 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 engages the Artist to provide the entertainment generally described as the "Performance" listed herein. The Artist hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

1. Deal Terms and Payment Schedule

The Purchaser hereby agrees to pay Artist **Flat Guarantee of \$ 65,000.00** for the Performance(s). Payment for the Performance(s) are to be paid by PayPal, Credit Card, ACH Bank Transfer, or Wire Transfer. Additional transaction fees may apply.

Deposit	due when contract is signed	\$ 32,500.00
Balance	due on site	\$ 32,500.00

2. Events, Performances, and Appearances

Artists	Coffey Anderson
Date	Saturday, September 2, 2023
Venue	Prosper Town Hall 250 W First St, Prosper, TX, 75078, United States
Event	Freedom Fest 2023
Performance Type	Full Band
Performance Length	1h 30m
Merch	
Travel	Purchaser does not purchase travel.
Accommodation	Purchaser does not purchase accommodation.
Ground	Purchaser does not purchase local transportation.
Meals	Provided on the day of performance.
Restrictions	
Expenses	
Schedule	

3. Additional Terms

Upon receipt of signed contract, we will send you Marketing and Promotional materials (images, logos, bio, etc) for your event promotion needs. If additional assets are needed, please contact Natalie Greer (natalie@coffeyanderson.com), Business Manager for Coffey Anderson.

Additionally, Damian Diaz (damian@coffeyanderson.com), Music Director for Coffey Anderson, will contact you to review the Technical and Hospitality Rider. Purchaser shall ensure that the Artist has all the correct contact information for Buyer, Venue, Event, Organization, and Production.

Attached hereto and incorporated by reference: Exhibit A: Additional Scope of Services.

Artist to provide ALL production (stage, lights, sound, backline, etc)

Artist to provide 2 show opening acts

4. Security

The Purchaser shall guarantee proper security at all times to ensure the safety of the Artist, 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 Artist on the premises.

5. Controlling Authority

Artist 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 Artist shall have the sole right or may see fit to designate and change at any time the performing personnel.

6. Merchandising

Artist 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.

7. Right to Likeness

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

8. 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, Artist shall have the right to refuse to perform this Agreement, shall retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist 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, Artist shall have the right to cancel this Agreement by notice to Purchaser to that effect, and to retain any amounts theretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement.

9. Force Majeure

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 Parties will work together towards an agreed upon reschedule date based on Artist availability and preferably not to exceed 6 months from original date of event. Deposit will be applied to the rescheduled date.

10. Indemnification

To the extent authorized by Texas law, Purchaser hereby indemnifies and holds Artist, as well as Artist's respective agents, 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 Artist 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 Artist.

11. 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.

ACCEPTED AND AGREED TO:

Town of Prosper, Texas

Coffey Global

A handwritten signature in black ink, appearing to read 'M. Canizares', is written over the 'Coffey Global' text.

Mario Canizares
Town of Prosper, Texas
250 W First St, Prosper, TX, 75078, United States



EXHIBIT A: ADDITIONAL SCOPE OF SERVICES

VENUE COORDINATION

- Conduct site visits for the venue and coordinate with the town and town officials
- Act as liaison between the town and talent as primary point of contact throughout planning and execution processes
- Work with the town to designate venue space(s) for all concert needs
- Finalize event layout with town approval
- Manage and secure F&B vendors

MARKETING/GRAPHIC DESIGN

- Graphic design (Signage, screen design with AV team, badge design)
- Design all event signage
- Social media graphics

**Printing of items is an additional fee- paid for by the Town of Prosper*

EVENT OPERATIONS

- Create and manage event registration
- Track and manage all concert tickets (GA & VIP)
- Assist with sourcing and securing vendors as needed- not limited to fencing, portable restrooms, security etc.
**Payment for these vendors is the responsibility of the Town of Prosper*
- Manage the shipping and delivery of all necessary materials and products to the venue
- Act as a resource for all concert staff and attendees throughout the registration process and on-site at the concert
- Provide staff to manage the entrance for taking tickets

EVENT LOGISTICS

- On-site event production of the concert
- Create comprehensive run of show (ROS) outline of the schedule and ensure the concert runs according to the designated timeline / run-of-show
- Coordinate with all third-party vendors to ensure prompt arrival and swift execution of tasks and delivery of necessary event items
- Assist with the set-up and break-down of all event venue spaces