

AGREEMENT FOR TALENT PERFORMANCE

THIS AGREEMENT FOR TALENT PERFORMANCE (the "Agreement") is made as of _____, 20__, by and between Big Ass Touring Inc. ("Lender") f/s/o Priscilla Block ("Talent"), with an address c/o Farris, Self & Moore, LLC, PO Box 121859, Nashville, TN 37212, on the one hand, and Crossties Event Venue and City of Texarkana, Arkansas("Purchaser"), with an address of 324 E Broad St, Texarkana, AR 71854 on the other hand. For good and valuable consideration, the receipt and legal sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

Purchaser hereby engages Agency to furnish Talent for the Performance (as described herein) upon all of the terms and conditions set forth herein, including, without limitation, those in the Additional Terms and Conditions and Rider (if any), attached hereto and fully incorporated herein by reference.

1. Lender agrees to furnish Talent for a live performance of no longer than seventy-five (75) minutes (the "Performance") for presentation at Front St. Plaza in Texarkana, AR, ("Venue") at approximately _____ on November 3, 2023.
2. Purchaser shall provide and pay for first-class sound, lights, backline, and video per Talent specifications, a sound check at a mutually agreed time and duration before the Performance and provide Talent with top line, sole headline billing in all manner and forms of advertising and publicity.
3. For the Performance, Purchaser shall pay to Lender a total of Forty Thousand Dollars (\$40,000) (the "Payment") by cashiers' check or other immediately available funds (unless otherwise directed by Lender) and paid in full without any deductions whatsoever as follows: (a) fifty percent (50%) of the Payment within forty-eight (48) hours of execution of this Agreement; and (b) the balance of the Payment not later than one (1) hour before the Performance.

AGREED TO AND ACCEPTED. THE BELOW SIGNATURES ALSO CONFIRM THAT THE PARTIES HERETO HAVE READ AND APPROVED EACH AND ALL OF THE ADDITIONAL TERMS AND CONDITION SET FORTH ON THE FOLLOWING PAGE.

PURCHASER
BY: _____
An Authorized Signatory

LENDER
BY: Priscilla Block
An Authorized Signatory

ADDITIONAL TERMS AND CONDITIONS

The parties hereby acknowledge and agree that the following Additional Terms and Conditions are incorporated in and made a part of the Agreement between the parties:

1. Purchaser hereby agrees to furnish, at its own expense, on the date, time, and place of the Performance, all that is necessary for the proper presentation of a first (1st) class Performance, including, without limitation: a suitable, safe, well-lighted venue; dressing rooms; all licenses (including, without limitation, musical performing rights licenses); adequate, trained, and insured security; appropriate and sufficient advertising and publicity; and, in respect of musical performances, microphones, stage monitors, and a professional mixing board and sound engineer to operate the same. Purchaser hereby agrees to pay all amusement taxes. Purchaser hereby agrees to comply with all regulations and requirements of any national or local unions that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by Purchaser, Lender, and/or Talent, if any. Purchaser shall ensure compliance with all requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the Performance and the venue. Purchaser shall be solely responsible for providing a safe environment for the Performance, including, without limitation, with respect to (as applicable) the staging, stage covering, grounding, supervision, and security, so that the Performance and all persons and equipment are free from adverse weather and other conditions, situations, and events (collectively, the "Adverse Conditions"). Neither Lender nor Talent shall have any liability for any damage or injury caused by such Adverse Conditions.

2. As between Talent and Purchaser, Talent shall have control over the production, presentation, and performance of the Performance, including, without limitation, the details, means, and methods of the performances of Talent. Lender's and Talent's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond Lender's or Talent's control. Notwithstanding the foregoing, neither Adverse Conditions nor inclement weather shall excuse Purchaser from Purchaser's obligation to pay the full Payment to Lender if the Performance is rendered impossible, infeasible, or unsafe by such conditions.

3. Purchaser shall not have shall not have the right to broadcast or televise, photograph, or otherwise reproduce the performances hereunder, or any part thereof. Purchaser shall not have the right to assign this Agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that Lender or Talent shall be liable for any obligation that may be incurred by Purchaser in Purchaser's carrying out any of the provisions hereof, or otherwise. The person executing this agreement on Purchaser's behalf warrants his/her/their authority to do so, and such person hereby personally assumes liability for the paying the Payment to Lender in full.

4. The Performance by Talent hereunder shall receive billing in such order, form, size, and prominence as directed by Lender and Talent, and as befitting headline talent, in all advertising and publicity issued by or under the control of Purchaser. Purchaser may only use Talent's name and pre-approved voice, likeness, materials, pictures, photographs, image, or other identification (collectively, "Talent's Likeness") in connection with Purchaser's advertising and publicizing of the Performance; provided, however, that Purchaser's use of Talent's Likeness shall not be an endorsement or indication of use of any product or service and no corporate product/service name or logo shall be included in any such advertising and publicity absent Talent's prior written approval in each instance. Notwithstanding the foregoing, Lender and Talent shall have final approval over advertising using Talent's Likeness.

5. Purchaser hereby agrees that Lender may cancel the Performance hereunder without liability by giving Purchaser notice at least fifteen (15) days prior to the date of the Performance. Upon termination of

the Agreement in accordance with this paragraph, and not, for the avoidance of doubt, in accordance with paragraph 7 below (in which case the provisions thereof shall govern), Lender shall work with Purchaser to reschedule the Performance on a mutually agreeable date within six (6) months of the originally scheduled Performance; provided, however, that under no circumstances shall Lender be required to refund any portion of the deposit even if the parties, working in good faith, are unable to book a substitute date. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection herewith.

6. Lender hereby agrees that Purchaser may cancel the Performance hereunder without liability by giving Lender notice at least thirty (30) days prior to the date of the Performance. Upon termination of the Agreement in accordance with this paragraph, Lender shall retain all amounts already paid to Lender by Purchaser. For any cancellation by Purchaser that is not in accordance with the previous sentence, Lender shall be owed the remainder of the Payment without reduction, unless such termination is due to Lender's actual, undisputed, uncured (if capable of cure) breach of this Agreement.

7. In the event that Purchaser refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, or fails to promptly make any of the payments as provided herein, or fails to proceed with the Performance without timely cancelling, then any such failure shall be deemed a substantial and material breach of this Agreement and Lender shall have the right without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Performance hereunder; (ii) retain all amounts already paid to Lender by Purchaser as partial compensation for such breach; (iii) receive the then outstanding full balance of the Payment due pursuant to this Agreement; and (iv) the parties shall have no further rights or obligations hereunder.

8. Purchaser shall obtain and maintain, from the date hereof through completion of the Performance, public and comprehensive general liability insurance coverage in an amount of not less than One Million Dollars (\$1,000,000) per occurrence (but in no event less than the limits required by the venue) for personal injury or property damage during or incidental to any performance given under this Agreement, which such insurance policy shall name Lender and Talent as an additional insureds.

9. In no event shall Lender or Talent (or any of their agents, representatives, principals, employees, officers, directors, and affiliates) be liable to Purchaser (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or similar damages, including, without limitation, lost profits, loss of revenue or income, and loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Performance or the transactions contemplated herein, whether in contract, tort, or otherwise, even if Lender or Talent have been advised of the possibility of such damages.

10. Lender and Talent shall have the right, but not the obligation, to sell souvenir programs and other souvenir items including, without limitation, merchandise items and records, in connection with, and at, the Performance and all the receipts thereof shall belong exclusively to Lender or Talent, as applicable.

11. This Agreement constitutes the complete agreement between the parties, and it supersedes and replaces any prior or contemporaneous agreements, oral or written. This Agreement may not be changed, modified, or altered except by an instrument in writing signed by the parties. This Agreement shall be construed in accordance with the laws of the state of Georgia. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union or guild having jurisdiction over the performances hereunder or any element thereof and wherever there is any conflict between any provision of this Agreement and any such law, rule, or regulation, such law, rule, or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. Any claim or dispute arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules and regulations the

American Arbitration Association. The parties hereby agree to be bound by the award of such arbitration and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

RIDER

In addition to the Payment, Purchaser shall provide the following at the venue at no expense to Talent:

PRISCILLA BLOCK

**Contacts • General Rider • Technical Rider
Backline Rider • Stage Plot • Input List**

Thank you for booking PRISCILLA BLOCK for your event. We look forward to working with you, your staff and all those involved to put on a great show. We are grateful for the opportunity to establish and continue to grow our relationship with all those involved. To ensure a successful and enjoyable event, this rider has been developed to help assist you with the technical and hospitality needs for the PRISCILLA BLOCK Team. Every part of this rider has been evaluated to suit both the needs of the PRISCILLA BLOCK team and your event staff/team. Because of this, it is a requirement that you read through this rider in its entirety and make notes before confirming your event. Please be aware that ALL EDITS AND/OR NOTES ARE SUBJECT TO APPROVAL BY ARTIST MANAGEMENT.

Page 2 – Contact Information

Page 3 – General Rider

Page 5 – Hospitality Rider

Page 6 – Technical Rider

Page 8 – Stage Plot / Input List

Page 9 – Backline Rider

Page 10 – Signature Page

Contact Information

Management

Charly Salvatore | (615) 509-3167 | charly@underscore.works

Tour Management

TM:

Kyle Ward | kpwtouring@gmail.com | (828) 421-4877

TM@bigasstouring.com

Tour, VIP, & Social Coordinator:

Kara Zagorskie | kara@bigasstouring.com | (610) 500-3814

Tour Marketing

Caitlin Taranto | caitlin.taranto@caa.com

Jamie Ernst | jamie@underscore.works | (615) 415-5092

Booking Agency

Creative Artists Agency (CAA)

401 Commerce St, Penthouse | Nashville, TN 37219

Katie Germano | Katie.germano@caa.com

Business Management

Farris, Self & Moore

1114 17th Ave S #205, Nashville, TN 37212

Kella Farris | kella@fsmnash.com | (615) 760-5107

GENERAL RIDER

Parking

Purchaser shall provide adequate parking for (1) bus and trailer, totaling no less than (70) ft. Parking location should be as close as possible to the load-in/out area. If parking is not available on the venue premises, please arrange for a safe nearby parking place. Venue assumes all responsibility for making parking arrangements and the fees associated with them.

Dressing Rooms:

Purchaser shall provide (2) large and clean rooms with restroom and shower, available from artist arrival until the close of the venue. The rooms should be equipped with light, full-length mirrors, electrical outlets, working HVAC, and comfortable furniture. The rooms need to either be lockable by the artist or have a stationed security guard. These rooms should be separate from any rooms assigned to a different artist performing that day. If event is outdoors, rooms can be external camper/trailers. If your facilities have showers, please have them stocked with towels at the time of arrival.

Production Office

Purchaser shall provide a backstage office space. It should include (1) desk or table with (2) office chairs, several power outlets, and adequate Wi-Fi. All stage towels should be delivered to the production office.

Runner/Transportation

Purchaser shall provide (1) runner with at least a (7) passenger vehicle. Runner must be available from arrival to loadout, or until dismissed by Tour Manager. Runner should be knowledgeable of the area, have a working cell phone, and be over the age of 21.

Security

Tour Manager will brief security team and Purchaser rep prior to doors opening. Security Meeting to be scheduled during the advance.

The Purchaser guarantees proper and qualified security at all times to ensure the safety of the Artist, the Artist's road crew, their equipment and their personal possessions, from the time of the stage call until the finish of the load-out. During the event, particular security must be provided at:

the dressing rooms, stage, front of house, and all the exits and entrances to the venue to provide for a safe and enjoyable event for both band / crew and paying guests.

Furthermore, the Purchaser must adhere to security provisions demanded by the venue authorities. In the event that any property of the Artist, the Artist's road crew, or employees is damaged or lost due to the failure of the security arrangements, the Purchaser will be held solely responsible. Furthermore, the Purchaser agrees and understands that they will bear full financial cost of replacement or repair of the damaged or lost items of equipment.

Merchandise

Purchaser to provide (3) 8' tables in a well-lit, high trafficked area. The merch area will require adequate Wi-Fi and electricity. If the merch area is outdoors, we require at least (1) 10' x 10' easy up tent with back and side walls.

Hotels

Purchaser to provide (2) hotel rooms for (1) night (Per Advance). All rooms should be double rooms (2 beds). The hotel should be a (3) Stars or better, be a recognizable chain of decent quality, be clean, and be and safe. Rooms to be pre-paid in advance prior to the Artist's arrival. Confirmation number and hotel information to provided to Tour Manager no less than one full week prior to show date.

SEE NEXT PAGE FOR HOSPITALITY RIDER

HOSPITALITY RIDER

Catering

(3) meals need to be provided for each member of touring party, totaling (11) personnel. We are fairly health conscious so please provide healthy options with fresh vegetables and lean meats. We have no dietary restrictions. Please contact Tour Manager with menus for approval.

- If Catering or Menu Ordered meals: please provide menus/options in advance.
- If buyout: please provide \$20 per person for (3) meals. A full catering buyout totals to \$600.

Dressing Room Stock

- Per Advance with Tour Manager. Please have the following in dressing rooms at LOAD IN.
- Artist prefers a day of show hospitality shop. If buyout, please provide a total of \$200.

General

- (8) black Stage Towels – (15) shower towels
- Small plates / Napkins / Flatware
- Hot Beverage Cups
- (1) 24pk of Solo Cups
 - o Block Party Blue greatly preferred. (turquoise, or 'light electric blue')
- Cooler w/ Clean Ice for drinks
- (2) 15lb bags of ice (to be delivered to bus)

Alcohol

- (1) 750ml bottle of Jack Daniel's
- (1) 750ml bottle of Tito's Vodka
- (2) 4-packs of High Noon Seltzers (Pineapple)
- (1) 12-pack of Busch Light
- (1) 6-pack of Local Craft Beer
 - o Any variety. We love trying new beers.

Beverages

- (1) case of bottled water (room temp)
- (1) 12-pack of Coke Zero
- (1) 12-pack of Sprite Zero
- (1) 4-pack of Sugar-Free Red Bull

Snacks

- (2) bags of Pop Corners (sea salt)
- (1) bag of grapes
- (4) Fresh Limes
- (4) Fresh Lemons

Misc.

- (1) 12-pack of AA batteries
- (1) Package of Peppermint Tea
- (1) Small bottle of Honey

TECHNICAL RIDER

The Purchaser agrees and accepts the following terms and conditions regarding the presentation of the Artist's show. The Artist shall have exclusive control over the presentation, production, nature and conduct of their show, including production hired by the Purchaser in connection with the performance. (This includes all lighting, sound reinforcement and monitor systems, backline equipment and staging). In addition, any or all equipment or apparatus or systems in or adjacent to the venue of performance that may affect directly or indirectly the Artist's performance.

Stage

Purchaser agrees to provide a solid stage on one level of a minimum size of 24' wide by 24' deep by 2' high (not including sound wings), with a minimum stage to ceiling clearance of 14'. Stage must be set up with equipment (and backline on fly dates) prior to arrival of band/crew. Stage shall be completely free of deflection, cracks, obstruction, nails, etc. which might impede Artist's movements. STAGE MUST HAVE ROOF / COVERING FOR ARTIST.

Labor

Purchaser agrees to provide a minimum of 4 stagehands during Load-In, Changeovers, and Load-Out.

P.A. System

Purchaser agrees to provide a P.A. system of professional quality. System must be adequate to cover the venue, and it must be set up prior to the arrival of the band/crew. Tour Manager retains approval rights on all P.A. systems, and system must be advanced with Tour Manager.

Front of House

Please contact Tour Manager to determine whether tour will be carrying a FOH system. If not, Purchaser agrees to provide one.

10' x 10' or Larger CLEAR space is required for FOH. This should be in the CENTER / MIDDLE of the Venue and free from any obstructions.

Audio Package.

Artist carries consoles, MON & FOH, as well as a full stage package, with the exception of power. Artist requires (2) 20 Amp circuits to be ran along the downstage and upstage edge, respectively. These circuits should break down to Edison connectors. It is requested to have PA pickup connections located at FOH.

Risers

Purchaser agrees to provide (1) 8' x 8' x 12" riser, to be placed USL.

Backdrop

Artist may be carrying a backdrop or other soft goods to be hung upstage of drum risers. Purchaser agrees to provide adequate trussing / rigging to hang backdrop.

Stage Lighting

Purchaser will provide a high-quality concert lighting rig capable of adequately lighting the stage and venue. Artist retains approval rights on all lighting systems, and system must be advanced with Tour Manager.

Artist will need one (1) professional lighting director for Artist's performance. Lighting Operator will need to have knowledge and experience with running lights for a Country / Rock show. Please have LD meet with Artist's Production Contact during Sound Check for notes.

Spotlights

Purchaser will, per advance, supply to the Artist for their performance (at no cost to Artist) (2) working, high quality, professional spotlights and operators. We request that all spots be loaded with a gel frame of L248 (1/2 Minus Green) & L206 (1/4 CTO) sandwiched together for the duration of the show (for color correction).

Soundcheck

Time shall be provided for sound check, at least 2 hours, at the request of the Artist. No patrons shall be allowed to be present in the venue during sound check without expressed consent from the Artist's Tour Manager.

BACKLINE RIDER

Only Needed if Advanced

Contact Tour Manager to Determine

Drums:

- First Choice: DW Collector Series or Ludwig Classic Maple Kit
 - o (1) 22" x 14" Kick - Evans EMAD Coated on Batter Side
 - o (1) 13" x 8" Rack Tom – Evans G2 Coated (Top) – Evans G1 Clear (Bottom)
 - o (1) 16" x 16" Floor Tom – Evans G2 Coated (Top) – Evans G1 Clear (Bottom)
 - o (2) 14" x 6.5" Ludwig Black Beauty Snares or Ludwig Supraphonic Snares – Evans ST Dry Coated (Top) – Evans 300 Hazy (Bottom)

Hardware:

- (4) DW Boom Stands
- (1) DW 9000 Hi Hat Stand
- (2) DW 9000 Snare Stands
- (2) DW 9000 Bass Drum Pedals
- (1) Drum Rug
- (1) Drum Throne

Cymbals:

- Zildjian Cymbals (Mainly the K Custom Dark or K Sweet Series for Cymbals)
 - o (1) 23" Zildjian Sweet Ride
 - o (1) 20" Zildjian K Sweet Crash
 - o (1) 20" Zildjian K Custom Crash
 - o (1) 19" Zildjian K Custom Crash
 - o (1) Pair of 15" Zildjian K Sweet HiHats

Electric Guitar Amps

- Just (1) Amp is needed. Options are:
 - o 1: Fender Princeton
 - o 2: Fender Deluxe Reverb
 - o 3: Fender Hot Rod Deluxe

Peripherals:

- (4) Individual guitar stands
- Variety of spare ¼" instrument cables

Monitors:

- 6 x Stereo IEM Unit/Beltpack Combos (1 for MON engineer).

SIGNATURE PAGE

Rider agreed and accepted by:

Purchaser: _____
An authorized signatory

Name (print): _____

Date: _____

Producer: _____
An authorized signatory

Name (print): _____

Date: _____