

Dear Town of Warsaw Leadership,

I hope you're doing well. My name is Katie Powers, and my husband, Danny, and I operate Easy Wind Farm in Burgess, where we've built a community-centered music and arts program focused on connection, creativity, and supporting regional musicians. We're excited to expand that work into Warsaw through the operation of Oyster Shoals Music Hall.

Our plan is to bring a minimum of two live music events per month, with the long-term goal of operating Oyster Shoals as a year-round venue. We intend to book a mix of regional and touring artists, collaborate with local businesses, and help strengthen Warsaw's cultural identity and economic vitality. We will also be maintaining the existing arrangement with Rappahannock Tap House, ensuring continuity for patrons and supporting the local business ecosystem.

We will continue using the name "Oyster Shoals Music Hall" for the foreseeable future. To support a smooth ownership transition and increase visibility for both brands, we plan to use the prefacing line "Easy Wind Farm Presents... Oyster Shoals" on promotional materials. This approach honors the venue's established identity while introducing our broader brand in a way that feels natural and community-focused.

We are currently planning a soft opening on March 7th, and we already have 15 bands on booking holds for the upcoming season. Because of these active commitments, we greatly appreciate the Town's partnership in bringing the updated agreement to completion no later than February 13th, allowing us to finalize artist contracts and move forward responsibly. As part of our operational responsibilities, we will provide all required insurance documentation, including verification of liability coverage naming the Town as an additional insured, whenever requested.

To ensure stability and professionalism in our operations, we respectfully request one adjustment to the current Operating and License Agreement. Because concerts and events are often booked several months in advance, we need a termination clause that reflects industry norms and protects both the Town and our business from unnecessary disruption.

We propose the following:

- A standard termination notice of 120 days, allowing sufficient time to honor scheduled events and avoid negative impacts on artists, vendors, and ticket holders.
- If the Town elects to terminate the agreement with only 60 days' notice, we ask that the Town agree to reimburse all non-refundable deposits, artist guarantees, vendor contracts, production expenses, and other binding commitments made in good faith prior to receiving notice of termination.

This adjustment ensures that Oyster Shoals can operate responsibly and predictably, while also protecting the Town from the reputational and logistical challenges that arise when contracted events must be canceled on short notice.

We are committed to being thoughtful, collaborative partners to the Town of Warsaw and to building Oyster Shoals into a long-term cultural asset for the community. Thank you for your time, your support, and your partnership in bringing this next chapter to life.

Easy Wind LLC

EIN: 87-4294272

Website: [Home](#) | [Easy Wind Farm](#)

652 Blackwells Wharf RD Burgess, VA 22432

## Operating and License Agreement

This Agreement is made this 12th day of February 2026, by and between the Town of Warsaw, Virginia (the "Town") a body politic and corporate of the Commonwealth of Virginia, and Easy Wind LLC, a limited liability company licensed to operate in the Commonwealth of Virginia, wholly owned and operated by Katie and Danny Powers, individuals ("Mr. and Mrs. Powers").

### **RECITALS:**

1. The Town is the owner of certain real estate located at 187 Main St. within the Town limits and commonly called "the Barn."
2. The Town wishes to have established an event and music hall venue in order to promote the Town's advantageous location in proximity to cultural and recreational opportunities, in conformity with Va. Code § 15.2-940, and to operate same for the recreational benefit of the Town's citizens, as well as to promote tourism and stimulate the local economy.
3. Pursuant to Article V, § 1, subsection (3) of the Warsaw Town Charter, the Town is authorized to acquire and operate recreation facilities and charge admission thereto, and to rent out or lease the privileges of the same.
4. Mr. and Mrs. Powers wish to utilize the Barn for an event venue to be called the "Oyster Shoals Music Hall," and the Town is in agreement to provide them with the use of the space, upon the terms and conditions stated herein.

Therefore, in consideration of the foregoing premises and the terms and conditions contained herein, the parties hereto (the "Parties") agree as follows:

### **TERMS:**

1. **Grant of License for the Barn Property.** The Town hereby grants to Mr. and Mrs. Powers a license to use and occupy the Barn. Such use and occupation shall be limited to their operation of an event and music hall venue within the Barn. The Parties agree that the service shall operate under the name of "Oyster Shoals Music Hall."
2. **Term/Termination.** The term of the license of the Barn shall be one-year, commencing on 1 March 2026 and ending on 28 February 2027. The license may be extended for additional two (2) year terms, provided the extension is agreed upon by both Parties in writing AT LEAST 120 days prior to the expiration of the license. Notwithstanding the

foregoing, the Town may terminate this license at any time upon 120 days' advance written notice.

3. **Consideration for License.** In consideration for the License provided herein, Mr. and Mrs. Powers agree to operate an event space and music hall business at the Barn, located at 187 Main St., Warsaw VA 22572. Specifically, they shall:

- a. Recruit Individuals and/or entities for concerts, events, and related activities.
- b. In coordination with Town officials, may recruit food trucks and vendors to various events at the Barn or Town Park, ensuring that each such vendor or food truck is duly licensed within the Town and cognizant of requirements to collect sales and/or meals tax and to remit same to the Town Treasurer.
- c. In the event alcoholic beverage vendors are recruited, they must assure that all required ABC licenses have been obtained and are in plain view. They are strongly encouraged to meet with Virginia ABC officials before proceeding.
- d. If Mr. and Mrs. Powers are to secure the food truck vendor for a Town sponsored event, they will do so at least 30-days in advance of each event to facilitate marketing by Town personnel.
- e. No part of the Barn may be sublet without the express written permission of the Town manager.
- f. The Town must directly collect a license fee (Itinerant Merchant Fee) from each of your various vendors in advance of any and all events.

4. **Utilities.** Mr. and Mrs. Powers shall be responsible for securing all utilities and services, such as phone, internet, electrical, etc., and the monthly fees therein associated.

5. **Space.** This non-exclusive license shall cover the entire space of the Barn and shall be available for use by Mr. and Mrs. Powers. The adjacent parking areas shall generally be available subject to parking demands and previously scheduled Town events.

6. **Furnishings.** Mr. and Mrs. Powers shall be solely responsible for the furnishings needed to operate within the assigned space.

7. **Purpose.** The use of the Barn space shall be the operation of the event venue and music hall.

8. **Staffing.** Mr. and Mrs. Powers shall be solely responsible for providing adequate staffing and security for the events which they alone initiate.

9. **Insurance in general.** Mr. and Mrs. Powers shall acquire and maintain commercial general liability insurance in an amount of not less than \$1,000,000. Such policies shall

include the Town as an additional insured and they shall provide the Town with certificates of insurance showing the required coverage is in place. Nothing herein shall be deemed a waiver of the Town's immunity for operation of recreational facilities pursuant to Va. Code § 15.2-1809 or any other applicable provision of law.

10. **Hold Harmless.** Mr. and Mrs. Powers hereby agree to indemnify, defend and hold the Town harmless for any suits, injuries, actions or causes of action that may arise from Emery's operations pursuant to this Agreement.

11. **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law. The Parties hereby agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Richmond County, Virginia or if appropriate jurisdiction exists, in the United States District Court for the Eastern District of Virginia.

12. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Agreement.

13. **Notices.** All requests, notices and other communications required or permitted to be given under this Agreement shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram or electronic mail to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.

Notices to the Town shall be sent to:

The Town of Warsaw, Virginia  
c/o Joseph Quesenberry, Town Manager  
78 Belle Ville Lane  
P. O. Box 730  
Warsaw, VA 22572  
Phone: 804-333-3737  
Fax: 804-333-3104

[lquesenberry@town.warsaw.va.us](mailto:lquesenberry@town.warsaw.va.us)

And

Stephen V. Durbin, Esq.  
Town Attorney  
150 Peppers Ferry Rd, NE  
P.O. Box 2009  
Christiansburg, VA 24068-2009  
[sdurbin@sandsanderson.com](mailto:sdurbin@sandsanderson.com)

**14. Contractual Claims Procedure** – Any and all claims by Emery arising hereunder shall be submitted to the Town following the procedure set forth in Va. Code § 2.2-4363.

**15. Time of the Essence** – **A deadline of March 1, 2026 is hereby imposed for Mr. & Mrs.**

**Powers to:**

- i. **Provide the Town of Warsaw the duly issued and recorded name of their business operation.**
- ii. **Provide the Town of Warsaw evidence of insurance with the amounts of coverage and loss payee clauses as stated in Item 9, above.**
- iii. **Execute this Operating and License Agreement indicating intent to proceed.**
- iv. **Failure to comply with the requirements stated herein will cause this offer to be rescinded, null, and void.**

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives:

EASY WIND FARM, LLC

\_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

THE TOWN OF WARSAW, VIRGINIA

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved, as to form:

\_\_\_\_\_

Stephen V. Durbin  
Sands Anderson PC  
Town Attorney



# Easy Wind Farm

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## **Katie and Danny Powers**

"At Easy Wind Farm, our motto is "Treating People Right"  
— and we mean it.

What started as a labor of love that Danny and I built with our own hands has grown into a vibrant venue powered by a team of hardworking friends who live this motto every day.

When you're here, you can expect to be welcomed like family. You'll meet new friends, dance under open skies, laugh freely, and feel safe to love out loud. Easy Wind Farm is a community of music-loving, big-hearted people, and our greatest hope is that you leave feeling inspired, connected, and a little bit wowed."



## Patron Testimonials

“A small family-owned venue that is warm and inviting for camping and an awesome stage for performers. The owners are extremely kind and welcoming as are the people who attend the shows here.

Highly recommend!”

- MommaBear

“We had a wonderful time at Easy Wind Farm! The music, stage, lighting, and accommodations were just awesome. They are true music lovers, and their venue is truly inspiring!”

- Jamie Wood

“Easy Wind Farm is a must-experience gem for musicians and those of us who love music. Family-friendly, amazing sound, and a portion of ticket proceeds supports the local animal shelter.”

- Kirk Brammer

More Details

## Giving Back to Our Community

Easy Wind Farm is proud to support the Northumberland County Animal Shelter (NCAS). A percentage of every General Admission ticket sold goes directly to NCAS, and we also host an annual fundraising show to help support their lifesaving work.

Every animal that calls Easy Wind Farm home has been rescued or adopted, and giving back to animals in need is part of who we are. Supporting live music and supporting our community go hand in hand here, and we're grateful to share that mission with everyone who walks through our gates.



**Learn more about the Northumberland County Animal Shelter:  
[Friends of NCAS - https://www.friendsncas.org/](https://www.friendsncas.org/)**



Stay in the loop!

