



CREATIVE ARTISTS AGENCY
 401 Commerce Street, Penthouse
 Nashville, TN USA 37219
 +1 615 383 8787

AGREEMENT made this 24th day of Mar, 2022 between The Band Perry Live LLC (hereinafter referred to as "COMPANY"), furnishing the services of the artist(s) professionally known as The Band Perry (hereinafter referred to as "Artist") and Village of Romeoville (hereinafter referred to as "PURCHASER"). It is mutually agreed upon between the parties as follows: The PURCHASER hereby engages the COMPANY and the COMPANY hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth, including those attached hereto entitled "Additional Terms and Conditions".

DATE	LOCATION	VENUE	#SHOWS	SHOW TIME	ARTIST SET
Sat Aug 27, 2022	Romeoville, IL	Romeoville Toyota Pavilion	1	Time TBD	8:30 PM
DEAL TERMS:	72,500 USD Guarantee.				
Deposit(s) Due:	<p>36,250 USD due upon contract signing. 36,250 USD due 30 days prior to show date (on or before Jul 28, 2022).</p> <p>All payments shall be paid by certified check, money order, bank draft, wire transfer to Company as the payee, or cash. All deposits shall be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's ("CAA") client trust account on behalf of Company as the payee. While CAA will receive payment on behalf of Company, CAA is not the payee. If paying by check, please make payable to <u>The Band Perry Live LLC</u>. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Company, regardless of payments sent to CAA on behalf of Company, including but not limited to deposits. Unless otherwise set forth above or on the contract face, BALANCE of guarantee, plus percentage payments, if any, and sound and lights payments, if any, to be paid by PURCHASER to ARTIST no later than prior to performance, evening of engagement.</p> <p>WIRE TRANSFER SHOULD BE SENT TO: Bank USD wire information: City National Bank 400 N. Roxbury Drive, 4th FL. Beverly Hills, CA 90210 Attn: Mariam Zakian Creative Artists Agency - Client Trust Account Account #: 101-797-791 ABA #: 122016066 Swift code: CINAUS6L We do not accept ACH wires.</p> <p>NOTE: Please include the name of the Artist and date of Performance on all transfers. All transfer fees to be paid by remitter.</p>				
Billing:	Artist to receive 100% Headline billing and close show.				
Performance Length:	Artist to perform one complete set. Purchaser requests one 75 minute set.				
Sound & Lights:	Purchaser to provide and pay for first class sound & lights.				
Support Talent:	All support to be approved by Artist.				
Marketing:	<ul style="list-style-type: none"> • Prior to announcing or scheduling on sale dates, Purchaser must contact Kaitlyn Bruce (615-383- 8787 kaitlyn.bruce@caa.com) regarding all advertising and presenting radio stations. • Artist may sell tickets for a VIP program, potentially including early admission, after show meeting, on-stage participation, side stage viewing or sound check party. If tickets are included in the VIP packages, these tickets will be pulled and paid for at face value. The Artist will retain 100% of the 'Lift'. The revenue will not be shared. 				
Inclement Weather:	<ul style="list-style-type: none"> • In the event of inclement weather that renders any performance impossible, hazardous, or unsafe, Purchaser shall remain liable for payment of the full agreed upon compensation even if such performance is prevented by such weather conditions. 				
Additional Provisions:	<ul style="list-style-type: none"> • Production and hospitality, per advance, are an accepted part of this agreement and any changes must be agreed to in writing. • Production Contact: Guy Kowarsh guy@producerguy.com 916-225-3786 • Hospitality/Tour Manager: Matt Vassar vassarr@gmail.com 614-632-2280 • Artist to receive at least 20 P1 Comps. • No additional ticket types or "upsells" unless approved by Artist. • Live streaming / filming of the show is not permitted without prior written permission from Artist. • Backline to be provided by Purchaser to Artist's specs at no cost to Artist. • Purchaser to provide 8 king size rooms for 2 nights at no cost to Artist. • Stagehands - Min. 4 loaders / stagehands for in / out • Runner - Please provide 1 runner w/ van for local runs (hotel/venue/errands) • Purchaser to provide ground transportation per Artist's specs at no cost to Artist. • Any requested meet & greet is subject to advance and artist approval and not implicitly agreed to. • When Artist is asked to perform on an outdoor stage that is not part of a secure, permanent structure, Purchaser 				

	<p>agrees to provide a licensed structural engineer to inspect and certify that all structures (below, around, and above the performance and surrounding area) meet safety standards, can withstand moderate wind & rain conditions, and safely support all production equipment either hanging from or otherwise attached to any part of the structure.</p> <ul style="list-style-type: none"> Purchaser will implement all recommended and necessary safety measures in connection with conducting the Engagement to safeguard the health, safety, and well-being of all: attendees; Company/Artist and Company's and Artist's personnel, representatives, and invitees; Purchaser's employees, affiliates, contractors, vendors, representatives, and any other person engaged by or at the direction of Purchaser, generally, and also specifically in connection with COVID-19 including, without limitation, all then current guidance with respect to best safety practices. In addition to Purchaser's other indemnification obligations, Purchaser will indemnify, defend, and hold Company and Artist and Artist's accountants, attorneys, agents, representatives, and their respective contractors, employees, licensees, and designees harmless from and against any and all third party claim, liability, and/or loss arising out of or in connection with the foregoing obligation. Radius Restriction: Artist shall not play within 90 miles of venue, 60 days before and 60 days after show date, without approval.
Merchandise:	<p>100% to Artist Artist sells</p> <ul style="list-style-type: none"> If applicable, purchaser must provide a mock-up of any event merchandise that includes artist name and/or likeness to artist management for approval prior to production.

TICKET SCALING:

Aug 27, 2022-8:30 PM (Public Event)	Total:	Kills:	Comps:	Sellable:		
P-1	581	0	0	581	@	30.00 USD 17,430.00 USD
P-2	821	0	0	821	@	20.00 USD 16,420.00 USD
P-3	400	0	0	400	@	15.00 USD 6,000.00 USD
P-4	643	0	0	643	@	10.00 USD 6,430.00 USD
Capacity:	2,445	0	0	2,445		Gross Potential: 46,280.00 USD
						Adj. Gross Potential: 46,280.00 USD
						Net Potential: 46,280.00 USD

- Attached riders are made a part hereof.
- If Artist is headlining this engagement: "All support talent is subject to Artist approval."
- The engagement shall not be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Company relating to and permitting such recording, reproduction, or transmission.

Signed: _____ (ARTIST/COMPANY)
COMPANY: The Band Perry Live LLC

Signed: _____ (PURCHASER)
PURCHASER: Village of Romeoville, by Dawn Caldwell - 900 W Romeo Rd,
Romeoville, IL 60446-1430

BA: Brian Hill
Booking #: 768853

Send To: Fred Brennan - The Brennan Agency LLC - 4120 White Ash Rd, Crystal Lake, IL 60014-4618; +1 312-296-8924

Additional Terms and Conditions

The following additional terms and conditions are incorporated in and are part of the Agreement attached hereto.

1. PURCHASER agrees that it shall be solely responsible to provide a safe environment for the performances set forth in the Agreement (the "Performances") including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security and management of attendees, so that the Performances and all persons and equipment are free and secure from adverse health, weather and other potentially negative or unfavorable conditions, situations and/or events ("Adverse Conditions"). COMPANY and Artist shall not have any liability for any damage or injury caused by such Adverse Conditions. PURCHASER further agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the Performances, and if required by COMPANY, any and all rehearsals therefor, including, but not limited to:
 - a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable theater, hall or auditorium (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by COMPANY, a public address system in perfect working condition (including microphone(s) in number and quality as required by COMPANY), and comfortable, well-lighted dressing rooms;
 - b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage;
 - c. Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore; provided, however, that COMPANY shall have the right to name such musical contractor and to approve such musicians;
 - d. All lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and security, medical and health personnel, ushers, ticket sellers for advance or single sales (wherever such sales take place), and ticket takers;
 - e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.
2. PURCHASER will comply promptly and professionally with COMPANY'S directions regarding the arrangement of stage decor and settings for the Performance(s).
3. COMPANY will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. COMPANY shall have the sole right as COMPANY sees fit to designate and change, at any time, the performing personnel.
4. The Performance(s) to be furnished by COMPANY shall receive billing in such order, form, size, and prominence as directed by COMPANY.
5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or COMPANY, or otherwise used in the Performance(s).
6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s), or any part thereof.
7. Except for local press in commercially reasonable numbers, any free admissions will be subject to COMPANY'S prior written approval.
8. Tickets:
 - a. PURCHASER is prohibited from deviating from the agreed upon ticket scaling without the prior written approval of COMPANY. Notwithstanding the foregoing, in the event that PURCHASER deviates from the agreed upon ticket scaling made a part hereof, COMPANY is entitled to and PURCHASER will pay to COMPANY any and all revenue derived from ticket sales that exceed such scaling (e.g., ticket prices and/or number of tickets sold). Additionally, in any such event, COMPANY will have the right to terminate this Agreement immediately upon notice to PURCHASER.
 - b. In the event that payment to COMPANY will be based in whole or in part on the receipts of the Performance(s):
 1. Ticket prices must be submitted to and approved by COMPANY in writing before tickets are ordered or placed on sale;
 2. PURCHASER will deliver to COMPANY a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and
 3. COMPANY will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). COMPANY will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at PURCHASER's normal place of business where PURCHASER maintains such receipts.
9. COMPANY will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). The receipts thereof will belong exclusively to COMPANY. PURCHASER will make reasonable accommodations to facilitate COMPANY's sales activities.
10. PURCHASER agrees that COMPANY may cancel the Performance(s) hereunder, in COMPANY's sole discretion, by providing at least thirty (30) days' notice to PURCHASER prior to the Performance(s) date. In such event, COMPANY will return any amounts previously paid by PURCHASER

pursuant to this Agreement, and shall have no further obligations.

11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, COMPANY may cancel the Agreement without payment or penalty of any sort.

12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

- a. COMPANY, in its sole and exclusive discretion, may immediately terminate this Agreement;
- b. COMPANY will have the right to retain any amounts theretofore paid by PURCHASER;
- c. PURCHASER will immediately reimburse COMPANY for any out-of-pocket costs incurred by COMPANY and/or Artist as a result of PURCHASER's breach;
- d. PURCHASER will remain liable to COMPANY for the guarantee and any additional compensation due COMPANY, as set forth in the Agreement; and
- e. COMPANY and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13. In the event of an alleged material breach of this Agreement by COMPANY and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Performance, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar alleged damages.

14. Currency: Unless otherwise provided herein, CAA will hold all deposits in United States Dollar accounts. Purchaser shall bear any currency conversion risks associated with delivering funds in other than United States Dollars or requesting deposit refunds (when such refunds are applicable) in other than United States Dollars.

15. Force Majeure:

- a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of COMPANY's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by COMPANY or Artist; fire, flood, pandemic or other geographically diverse phenomenon; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure, delay, or impediment to transportation not within COMPANY's or Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond COMPANY's or PURCHASER's reasonable control.
- b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 15(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.
- c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay COMPANY the full amount of the guarantee set forth in this Agreement.
- d. In the event that this Agreement concerns a support artist performance, and the headline artist of such engagement does not perform for any reason (except a Force Majeure Event cancellation for which Section 15 above will apply), if Artist is ready and willing to perform the services set forth herein, COMPANY will be entitled to receive the full, agreed upon compensation set forth in this Agreement.

16. Insurance:

- a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). The policy shall name COMPANY, Artist, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insureds.
- b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. PURCHASER shall supply COMPANY with certificates of insurance showing coverage of the above at least ten (10) business days prior to the Performance date; provided, however, that if PURCHASER does not provide such certificate by the foregoing date, COMPANY may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of insurance as set forth herein, COMPANY may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.
- c. The insurance policies described herein will contain provisions requiring the insurance company to give COMPANY at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to COMPANY for written approval prior to any such change taking effect.

17. Indemnification:

- a. PURCHASER shall indemnify, protect, and hold COMPANY, Artist, the individual performing members of Artist, Artist's managers, accountants, attorneys, agents, and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (i) PURCHASER's breach or alleged breach of the Agreement; and (ii) the Performance, including, but not limited to:
 1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance or allegedly arising from an Adverse Condition;

2. Any and all loss, damage, and/or destruction occurring to COMPANY's, Artist's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;
3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and
4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by COMPANY. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to COMPANY, and COMPANY expressly agrees to such claim, deduction, or offset in writing.

b. If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies, will be the sole remedy of PURCHASER.

18. PURCHASER shall pay all taxes and fees incurred due to Performance(s), including all amusement taxes.

19. UNDER NO CIRCUMSTANCES WILL COMPANY AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF COMPANY AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY COMPANY. COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY COMPANY AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF COMPANY OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

21. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.

22. The Parties each acknowledge that CREATIVE ARTISTS AGENCY, LLC acts only as agent for COMPANY, and assumes no liability hereunder.

23. Except for the Parties' acknowledgment in Section 22 above, that Creative Artists Agency, LLC assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the terms of Artist's Rider will control.

24. This Agreement shall be construed in accordance with the laws of the State of California without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Los Angeles, California in accordance with the commercial rules and regulations then in effect of the American Arbitration Association. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performances or any element thereof. Wherever or whenever 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.

25. In the event that the performing artist(s) are members of the American Federation of Musicians ("AFM"), PURCHASER agrees that a representative of AFM will have access to the place of engagement covered by this agreement for purposes of communicating with the performing artist(s) and PURCHASER; provided, however, that PURCHASER acknowledges that AFM is not a party to this agreement and is not liable for the performance or breach of any provision hereof.

26. The parties acknowledge that the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information, and it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or (c) is required to be disclosed by any party to its legal counsel or financial advisors regarding the transaction contemplated hereunder, provided that such third parties will be bound by confidentiality obligations similar to those set forth in this Section 26. Disclosure of any confidential information by a party without the other party's express consent will be deemed a breach of this Agreement.