



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

AGREEMENT made this 13th day of Feb, 2025 between Black Eleven Touring, Inc. (hereinafter referred to as "COMPANY"), furnishing the services of the artist(s) professionally known as Uncle Kracker (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".

**1 - 90 minute set from 8:30pm-10:00pm**

DATE	LOCATION	VENUE	#SHOWS	SHOW TIME	ARTIST SET
Thu Aug 7, 2025	Romeoville, IL	Romeofest	1	5:00 PM	8:30 PM
<b>DEAL TERMS:</b>	40,000 USD Guarantee; plus 2,750 USD for hotel, local ground transportation, and meals.				
<b>Deposit(s) Due:</b>	<p>40,000 USD due upon contract signing.          2,750 USD to be paid in CASH day of show. Deposit structure must be MFN (Most Favored Nations).  <u>Check Only, no cash</u></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>Black Eleven Touring, Inc.</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. CAA will not pay any interest earned in connection with any deposit paid for the Engagement(s). Unless otherwise set forth above or on the contract face, <b>BALANCE</b> 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><b>** PLEASE NOTE: OUR BANKING DETAILS HAVE CHANGED. **</b></p> <p><b>WIRE TRANSFER SHOULD BE SENT TO:</b>          Beneficiary Account Name: Creative Artists Agency, LLC          Beneficiary Account Number: 526889798          Beneficiary Bank Name: JPMORGAN CHASE BANK, N.A.          Beneficiary Bank Swift BIC: CHASUS33          Beneficiary Bank Routing Number: 021000021</p> <p><b>ACH CREDIT SHOULD BE SENT TO:</b>          Account Name: Creative Artists Agency, LLC          Account Number: 526889798          Bank Routing Number: 124001545</p> <p><b>NOTE:</b>          Please include the name of the Artist and date of Performance on all transfers.          All transfer fees to be paid by remitter.</p>				
<b>Billing:</b>	Artist to receive 100% Headline billing and close show.				
<b>Performance Length:</b>	Artist to perform one (1) complete set. Purchaser requests one (1) ninety (90) minute set.				
<b>Sound &amp; Lights:</b>	Purchaser to provide and pay for first-class Sound and Lights, per advance. <u>Festival Sound &amp; Lights, advanced</u> Purchaser to provide and pay for Digico or Avid series FOH consoles, per advance. <u>Mutually approved consoles, advanced</u> Purchaser to contact Shelby Hansen (shelbytouring@gmail.com / 586-801-0064) for all production and ADVANCE.				
<b>Backline:</b>	Purchaser to provide and pay for backline, per Artist specifications.				
<b>Support Talent:</b>	LINEUP: TBD local, TBD, <b>UNCLE KRACKER</b> to headline and close show. <b>5:30pm-7:00pm - Local Band</b> <u>Festival schedule. Lead in</u> <b>7:30pm-8:00pm - Band approved by Uncle Kracker</b> <u>Any and all support</u> <b>8:30pm-10:00pm - Uncle Kracker</b> talent is subject to Management approval.				
<b>Marketing:</b>	All radio presents, announce/onsale dates, and ad/promo materials must be approved by Kierra Bowman (kierra@sheltermusic.com). Any request for Artist promo, including Meet & Greets, interviews, video liners, etc. is per advance and Artist approval and not implicitly agreed.				
<b>Inclement Weather:</b>	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.				
<b>Additional Provisions:</b>	*Comps: N/A - Free Show *Purchaser to provide and pay for dressing rooms for Uncle Kracker, per advance. <u>Providing Star Coach back stage.</u> *Artist shall perform in accordance with past live performances and pre-existing lyrical content. Purchaser requests a Family Friendly show.				

	<p>*Any requested meet &amp; greet, interviews, promotional items, radios presents, autographs, or marketing requests is subject to advance and Artist approval and not implicitly agreed to.</p> <p>*PURCHASER reserves the right to have commercial sponsors and to permit said commercial sponsors to place signs, banners, etc. around venue during the Artist's performance provided such 1.) does not interfere with Artist's performance and 2.) does not suggest that Artist endorses said sponsors or their products. No signage to be on stage.</p> <p>*When Artist is asked to perform on an outdoor stage that is not part of a secure, permanent structure, Purchaser 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 &amp; rain conditions, and safely support all production equipment either hanging from or otherwise attached to any part of the structure.</p> <p>*Artist does NOT allow radio, TV, or digital broadcast of any kind, either live or recorded.</p> <p>*All terms are strictly confidential.</p> <p>Radius Restriction: Artist shall not play within 30 miles of this show, 60 days prior to show date, unless otherwise agreed to. Shows within 30 miles that fall after this play may be announced after this show plays or sells out, unless otherwise agreed to in writing. Purchaser acknowledges and accepts Artist's performance in Fairbury, IL and will not announce this performance until June 1st, 2025.</p>
Merchandise:	<p>100% to Artist - Artist sells</p> <p>All terms with respect to any Merchandise rate and deposit shall be on a most favored nations' basis with all other artists performing at the event. In the event any other artist is entitled to more favorable terms than those to which COMPANY and Artist are entitled, PURCHASER shall promptly notify COMPANY of such in writing, and COMPANY and Artist shall be automatically entitled to such more favorable terms, in COMPANY and Artist's sole discretion.</p> <p>If PRODUCER is making event specific merchandise, PRODUCER must provide a mock-up of any event merchandise that includes artist name and/or likeness to artist management for approval prior to production.</p>

- Attached **riders** are made a part hereof. [Festival schedule. Lead In only](#)
- 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: Black Eleven Touring, Inc.

**Dawn Caldwell**  
**Village of Romeoville**

Signed: **Not individually but in her capacity of Village Manager** (PURCHASER)

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

BA: Brian Waymire  
Booking #: 1014468

Send To: Kelly Rajzer - Village of Romeoville - 900 W Romeo Rd, Romeoville, IL 60446-1430  
Marissa Michienzi - Village of Romeoville - 900 W Romeo Rd, Romeoville, IL 60446-1430  
Fred Brennan - The Brennan Agency LLC - 4120 White Ash Rd, Crystal Lake, IL 60014-4618; +1 312-296-8924  
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).  
n/a. Non union venue.
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.  
n/a- Free event.
8. Tickets: **FREE EVENT**
  - 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 sales 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: In the event of Force Majeure, Artist will return all deposited funds to purchaser within ten (10) days.

- 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 dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity, including the determination of the scope or applicability thereof, shall be determined by arbitration in Los Angeles, California before one arbitrator with experience in the entertainment industry. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award which may be entered in any court having jurisdiction thereof. The parties agree to maintain the confidential nature of the arbitration proceeding and the award, including the hearing of the dispute, unless otherwise required by law or judicial decision and/or challenge.

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. **Notwithstanding the foregoing, the Parties acknowledge that Purchaser is a governmental entity that must vote to approve this Agreement in a public meeting and that terms and conditions of this Agreement may be discussed or disclosed at that meeting.**