

LIVE PERFORMANCE AGREEMENT

The following shall constitute an agreement ("Agreement") dated the 19 day of April, 2023 between Town of Moab "Grand County Fair" ("Promoter") and Sean Moon Band ("Artist") with respect to Promoter producing and promoting a live performance by the live performance by Artist under the following terms:

1. **ENGAGEMENT**: Artist agrees to furnish perform a live concert performance by Promoter as follows:

- a. Place of Engagement: Grand County Fair
- b. Address: 3641 South Highway 191
- c. Contact Angie Book 707-980-3082
- d. Date(s): July 1, 2021
- e. Times: 8:00pm - 10pm
- f. Number of Sets: 1
- g. Duration of Sets: 120 min Plus
- h. Rehearsal/Sound Check times: 2pm load in Sound check right after

2. **PERFORMANCE RIDER**: As further consideration the parties agree to the Performance Rider attached to this Agreement and incorporated herein by reference.

3. **TECHNICAL RIDER**: As further consideration the parties agree to the Technical Rider attached to this Agreement and incorporated herein by reference.

4. **CONSIDERATION**: The consideration to be paid by Promoter to Promoter shall be as follows:

- a. Guaranteed Fee: \$6,550 **Paid Day of event Prior to Performance** ("Artist's Fee" And Sound System).
- b. Percentage: 0 of Net Receipts as defined in the Performance Rider.
- c. Meals: If Available 8 members
- d. Transportation: **none needed**
- e. Lodging:3 (# of rooms). (See Attached Personal Rider for additional terms).

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- h. Complimentary Tickets for Artist: 8
- i. Backstage Passes for Artist: if applicable 8.
- j. Merchandise Fee paid to Promoter: 0%.

6. **ENTIRE AGREEMENT:** This Agreement and the attached Performance and Technical Riders, which are incorporated into and made a part of this Agreement, constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions, whether oral or written. This Agreement shall not be binding until it, has been signed by both parties.

7. **APPLICABLE LAW:** This Agreement has been entered into in the State of Colorado and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of Colorado applicable to contracts entered into and performed entirely within the State of Colorado. With respect to the determination of any claim, dispute or disagreement, which may arise out of the interpretation, performance, or breach of this agreement , such claim shall be filed in Mesa County, Colorado.

8. **AUTHORITY:** The persons signing this Agreement on behalf of the respective parties warrant that each have the authority to bind their respective principals. Likewise, the principal parties warrant that each has the authority to enter into this Agreement and provide the services represented and agreed upon in this Agreement.

The effective date of this Agreement shall be the date first set forth above.

Agreed and Accepted:

Promoter: _____ Artist: _____

By: _____ By: _____

Printed Name and Title

Printed Name and Title

PERFORMANCE RIDER

1. **BILLING:** Artist shall receive one hundred percent (100%) sole exclusive billing in any and all advertising and publicity when appearing as the sole act. If other performing artists will perform as a so-called "opening act", prior to Artist's live performance, Artist shall receive prominent billing and shall close the show at

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each performance during the engagement unless specifically provided otherwise. When headlining, Artist shall have the right of approval of any and all other acts in the show, their set times and set lengths.

2. PAYMENT:

a. All payments proved hereunder shall be made by money order, cash, cashier's or certified check, made out to Promoter's name or Artist's set forth in the Agreement unless otherwise specified in writing.

"Expenses" shall mean those expenses incurred by Promoter in the furtherance of promoting and producing the Artist's live performance including the costs or fees for the following: Artist's Fee, advertising, box office fee, catering, clean up, security, transportation, , support talent, , ushers, ticket takers,

4. LIMITATIONS ON RECORDING: No performance during the engagement shall be recorded, copied, reproduced, transmitted, or disseminated in or from the premises in any manner or by any means now or later developed, including audio and video, without the prior written permission of Artist. Promoter shall take reasonable steps to prevent and stop any unauthorized recording by audience members or others attending the live performance of Artist.

5. LIMITATION ON PHOTOGRAPHY: Promoter shall have the right to photograph or video record Artist's performance during the engagement for purposes of publicity and promotion of Promoter's services and future concerts. Promoter shall not use the photographs or video recording for commercial purposes in any manner and shall use no more than thirty (30) seconds of Artist's performance from such video recording.

6. DRESSING ROOM: Promoter shall provide one (1) clean dressing room. Promoter agrees to be solely responsible for the security of all items in the dressing room area and shall keep unauthorized people from entering the dressing room area. (If Available)

7. ARTIST'S PROPERTY: Promoter shall be responsible for any theft or damage to the equipment of Artist that may occur during the time that the equipment is located on Promoter's premises.

8. SECURITY: Promoter is responsible for the conduct of its audience and shall provide adequate security for the supervision of the audience attending the performance. Such security shall be provided to protect the Artist from any audience member or other persons while Artist is entering the stage or while the Artist is on stage.

9. COMPLIMENTARY TICKETS: Promoter agrees to make the total number of complimentary tickets available as set forth in the Agreement available to Artist

or Artist's Representative, the unused portion of which may be placed on sale the day of performance with the permission of Artist or Artist's Representative.

10. **BACKSTAGE ACCESS**: Promoter shall provide a total number of backstage passes for Promoter, Artist or Artist's Representative on Artist's arrival at the venue as is set forth in the Agreement.

11. **MERCHANDISING**: Artist shall have the option to sell merchandise at the performance and shall retain the proceeds of such sales.

a. Artist has the sole right to merchandise any and all products pertaining to Artist excluding normal hall and vending fees as set forth in the Agreement. Promoter will not, nor will Promoter allow, any other party to sell or distribute merchandise bearing the name, likeness, or logo of Artist before, during, or after the performance date.

c. Promoter will provide the following equipment for merchandising:

ii. Six-foot (6') table for merchandise.

iii. Two (2) chairs for persons selling merchandise.

d. Merchandise shall be displayed in a prominent area of the foyer or lounge leading from the facility entrance to the performance area, if such area is available, otherwise prominently inside the venue.

e. The person who is to vend Artist's products shall be available from the time of Artist's load-in to receive the merchandise and set up the merchandise area with Promoter's designated sellers. Artist or Artist's representative will conduct inventory of the merchandise prior to start of sale.

f. After the close of the show (all audience will have left the facility) the vendor will close the merchandising booth and return all unsold product and receipts from sale to Artist or Artist's representative for final accounting.

13. **FOOD**: Food and beverages shall be provided to Artist and Artist's representative and additional persons as set forth on Schedule "A" attached to this Performance Rider and incorporated by reference.

15. **OUTDOOR VENUE**: In the event the engagement is outdoors, Promoter agrees to provide a covering over the stage area that will protect Artist and the equipment from the elements.

18. **STAGE**: The stage must be accessible to performers other than through the audience. Stage and curtains must be in clean and good condition. Whenever possible, the stage should be no further than fifteen feet (15') from the audience.

19. **PROMOTION**: Promoter shall be responsible for all matters pertaining to the promotion of the scheduled engagement. Promoter agrees to promote the scheduled performances(s) on television, radio, newspaper and other print media and will use its best efforts to obtain calendar listings, feature articles, interviews of the Artist, reviews of the performance and Artist's records in local major and alternative newspapers, radio and television programs. Promoter shall only use pre-approved photographs provided by Artist. However, Promoter shall have the right to use the photographs provided by Artist in any manner for promotional purposes only.

20. **FORCE MAJEURE**: This Agreement is subject to the unavailability of Artist because of sickness, accidents, riots, strikes, acts of nature, absence of power or other essential services, failure of technical facilities, failure or delay of transportation not within the Artist's control, any similar or dissimilar cause beyond Artist's control. In the event of any riot or other manifestation or civil unrest that in Artist's good faith belief might result in personal injury to or damage to property of Artist or any of Artist's employees or representatives, Artist may claim a valid reason under this paragraph for not performing. In the event that the Artist is unable to fulfill the terms of this Agreement due to an occurrence under this paragraph, Artist shall not be held in breach of this Agreement. Artist shall use Artist's best efforts to reschedule the performance at a later date. Artist shall return any deposits or payments made to Artist towards Artist's fee paid pursuant to this Agreement. Artist shall not be liable to Promoter in any other capacity or for any other damages as a result of a cancellation under this paragraph.

21. **CANCELLATION**:

a. **Promoter**: In the event Promoter cancels the performance for any reason within five (5) weeks of the scheduled performance then Promoter will pay Artist, as liquidated damages, one-half (1/2) of the Artist's Fee agreed to be paid for such performance set forth in this Agreement. In the event Promoter cancels the performance for any reason within two (2) weeks of the scheduled performance set forth in the Agreement, then Promoter will pay Artist, as liquidated damages, the full amount of Artist's Fee agreed to be paid for such performance.

b. **Artist**: In the event Artist provides Promoter with written notice within ninety (90) days prior to the date of performance that Artist is unable to perform the scheduled performance for any reason prior to the scheduled performance then Artist shall not be deemed in breach of this Agreement and shall only be liable for returning the deposit paid by Promoter to Artist as set forth in this Agreement. If Artist shall cancel within ninety (90) days of the date of performance, other than for reasons set forth in paragraph 20, then Artist will return the deposit paid by Artist and the costs of all paid advertising spent by Promoter as evidenced by paid receipts for advertising with the media outlet

along with a copy of the advertising. In the event Promoter breaches this Agreement, including any warranty given by Promoter Artist may terminate this Agreement by giving Promoter written notice. Artist shall return any deposit or any party of the Artist Fee paid to Artist within three (3) days of notice of cancellation to Promoter. .

25. **WARRANTIES:** Promoter warrants that it has all licenses, permits, authorizations and certificates required from each governmental authority, board, agency, guild or association properly having jurisdiction over any element of the engagement. Any taxes imposed by any governmental authority with respect to the use or occupancy of the venue or the sale of tickets shall be paid by Promoter. Promoter warrants it owns or has a lease for the venue that will be the location of the scheduled performance. If the Artist is a member of AF of M, AFTRA or other union and Artist notifies Promoter in writing of this affiliation, then Promoter agrees to comply with all union requirements as is required by law or any contractual affiliation with the designated union.

Schedule "A"
Hospitality Requirements

Load-In:

Dinner:

Dinner for up to 8 people

Dressing Room Hospitality:

TECHNICAL RIDER

1. **LOAD-IN** The venue shall be made available for load-in and set up eight hours prior to the schedule performance time. Promoter shall provide two (2) loading personnel to assist Artist's loading in of equipment to the venue. Drum risers shall be in place at the time of load-in.

2. **SOUND CHECK:** Artist requires a two (2) hour technical setup and sound check period. Promoter shall have all sound technicians available at the beginning of the sound check period. Promoter shall not allow the audience to enter the place of performance until such time as sound check and technical set up have been completed. Artist shall complete the setup and sound check three (3) hours prior to the time of performance, provided that Promoter makes the

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place of performance available for the set up at least five (5) hours prior to the time of performance.

4. **PERSONNEL**: Promoter shall provide all the personnel needed to operate the equipment including but not limited to, electrician, stage manager, door personnel, security, ticket takers.

5. **POWER**: Promoter agrees to provide at least 100 amps single phase and 120 volts of power within ten (10) feet of stage for all stage equipment.

6. **STAGE**: Please refer to Diagram "A" Attached to this Technical Rider. Promoter shall provide a sturdy safe and acceptable stage for the live schedule performance and solidly constructed and able to bear heavy loads. The stage surface must be flat and free from obstructions with no gaps, grooves, crevices rises, valleys soft spots, etc. Artist will not work on an unsuitable stage and reserves the right to postpone the live performance until such deficiency is repaired or corrected. There must be at least one set of access stairs and must be safe and be well lit. Promoter agrees to provide the appropriate number of drum risers to accommodate Artist's drums at a height no less than twelve inches (12") above the stage floor.