



10 March 2015

Lani Sarem

RE: Plain White T's – 8/8/15 – Brighton, CO – Adams County Fairgrounds

Dear Lani -

Enclosed please find the contract for the above referenced Plain White T's engagement. **PLEASE LOOK THEM OVER AND MAKE A NOTE OF ANY AND ALL CHANGES:**

- TAG Face Page
- TAG Contract
 - o 2. Merchandise
 - o 8. Cancellation
 - o 10. Authority for Inconsistencies
 - o 11. Indemnification
 - o 12. Dispute Resolution
 - o 18. Confidentiality
 - o 19. Insurance
 - o 20. Licenses
- Purchase of Service Agreement
- PWT's rider
 - o Per Advance

A handwritten signature in black ink, appearing to be the initials "KS" or similar, located to the right of the list of items.

Thank you and best of luck with this engagement!

Best regards,

Ken Fermaglich
The Agency Group, Ltd

142 West 57th Street, Sixth Floor
New York NY 10019



Phone: (212) 581-3100
Fax: (212) 581-0015

AGENT: Ken Fermaglich

CONTRACT #: 234209

Agreement made this date, Thursday, January 29, 2015 by and between Dr Kenneth Noisewater, Inc (hereinafter referred to as Artist) and Adams County Fair (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST(S): Plain White T's 100% HEADLINE
VENUE: Adams County Fairgrounds 9755 Henderson Road, Brighton, CO 80640
 Phone: Fax: Production: Xondra Merrill Phone: 615-934-3295
DATE(S): Sat. August 8, 2015
 Set Length at Artist's Discretion.
TICKETS:

Quantity	Grp Price	Cmp/Kts	Deduct	Net Price	Discrptn	No. Days/Shws:
10,000	\$20.00			\$20.00	ADV	1 / 1
	\$25.00			\$25.00	DOS	Load In: Per Advance
						Snd Chck: Per Advance
						Doors Open: 6:00PM
						Showtime(s): 9:00PM
						Onstage: TBD
						Ages: All ages
						Curfew: 12:00AM

GP:	Capacities	Merchandising
\$200,000.00	Per Show: 10,000	Artist sell:
Tax:	Total tkts: 10,000	Build sell: 75/25 %
Net: \$200,000.00		

TERMS: \$50,000.00 Guarantee
 PLUS backline and hotel accommodations for one night (12 to 15 rooms for the night of 8/8/15) all to artist specifications.
 PLUS Purchaser agrees to provide and pay for Sound & Lights and Monitors to meet with Artist's specifications and approval.

ADDITIONAL PROVISIONS: Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist any and all rider requirements.
 Plain White T's to close the show.
 Production contact: Xondra Merrill, xondra@wintersconcertevents.com
 Radius clause: 150 miles - from offer acceptance, 30 days after
 Event does not provide bus stock, alcohol or tobacco products, food or drink for offsite consumption, clothing items or laundry service. Event will provide artist comps, not to exceed the lesser of 40 or 1% of capacity. Event reserves the right to permit the stage sponsor to place signage around or adjacent to the stage during artist's performance. No sponsor signage directly on the stage without artist approval.

OTHER ACT(S): TBD
PAYMENTS: \$25,000.00 US deposit to The Agency Group Ltd by ACH (preferred), Certified Check or Bankwire February 4, 2015
 The balance of the guarantee shall be paid to Artist or Artist's representative immediately prior to the performance via cash, certified/cashier's check or money order.

The Agency Group Ltd. ACH/Wire Information	City National Bank ABA#: 122016068 Account#: 123@47128 400 N Roxbury Dr, Beverly Hills, CA 90210
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It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither The Agency Group, Ltd. nor its officers nor its employees are parties to this contract in any capacity and that neither The Agency Group, Ltd. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in the previous paragraph and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

All other terms and conditions of Artist's engagement and services hereunder are set forth in the Standard Terms and Conditions attached hereto as Exhibit "A" which Standard Terms and Conditions are by this reference incorporated herein and made a part of this Agreement.

This contract shall not be binding unless signed by all parties hereto provided however, that the failure to sign this agreement shall not subject The Agency Group to any liability. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement they shall also constitute a part of this agreement on the date first above written. IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and first above written.

Dr Kenneth Noisewater, Inc
 Fed ID #: 20-5041584
 X
 C/O The Agency Group Ltd. 142 West 57th Street, Sixth
 New York, NY 10019
 (212) 581-3100 Fax: (212) 581-0015

Adams County Fair
 Todd M. Leopold
 X
 9755 Henderson Road
 Brighton, CO. 80640
 615-934-3295 Fax:
 Xondra Merrill

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The parties hereto hereby acknowledge that the following additional terms and conditions are incorporated into and made a part of the Agreement between the parties with respect to the above-referenced performance. All references to Agreement herein shall be deemed to refer to the Agreement between Artist and Purchaser covering the subject performance and this Exhibit A, collectively.

1. Reproduction of Performance

Purchaser shall not and shall not authorize any third party to record, broadcast, televise, photograph or otherwise reproduce the audio, visual and/or audio-visual performance, in whole or in part, rendered by Artist hereunder. If Purchaser televises the performance hereunder on a jumbo-tron or similar screen during Artist's performance, then any and all tapes or other recordings - physical, digital or other - created for purposes of such real-time broadcast, shall be surrendered by Purchaser to Artist at the completion of Artist's performance.

BRD

2. Merchandise - 75/25 % Artist/Venue - See Section 1.2.1
~~Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of Artist merchandise including, but not limited to, articles of clothing (i.e., t-shirts, hats, etc.), posters, stickers, and any other merchandise Artist wishes to sell within Artist's discretion, on the premises of the place of performance without any participation in the proceeds by Purchaser, subject to concessionaire's requirements, if any.~~

3. Right to Likeness

Artist's name, likeness, image, biographical data, or intellectual property owned or controlled by Artist shall not be used by Purchaser or any other party operating under the control or direction of Purchaser, to endorse, promote or otherwise advertise Purchaser, any commercial tie-in, any sponsor, or any other product or service whether or not connected with Purchaser, unless otherwise agreed between Artist and Purchaser, in writing, prior to Artist's arrival at the performance venue. Furthermore, Purchaser's use of Artist's name, image, logo, likeness, biographical data or any intellectual property owned or controlled by Artist, on any advertising materials, shall be subject to Artist's prior written approval. Once advertising material is approved by Artist, Purchaser shall not make any modifications thereto and any such modification without Artist's prior written approval shall be deemed a material breach by Purchaser of this Agreement.

4. Termination

In the event Purchaser refuses or fails to provide any of the material items or to perform any of its material obligations in the Agreement and this Exhibit A, and/or fails to timely make any of the payments as provided herein, then Artist shall have the right, in addition to any other remedies which may be available to Artist at law and in equity, to refuse to perform in accordance with the terms of the Agreement, to retain any amounts theretofore paid to Artist (or Artist's designee) by Purchaser (or Purchaser's designee), and, Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee set forth in the Agreement. In addition, if on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser worsens after Purchaser and Artist's representative agree to the performance which is the subject hereof, then Artist shall have the right to cancel this engagement without penalty by notice to Purchaser to that effect, and Artist shall have the right to retain any and all deposit monies paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee herein set forth.

5. Sickness / Accident / Force Majeure

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence"), it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. Notwithstanding the foregoing, if Artist's performance is prevented by a Force Majeure Occurrence, but Artist is present, ready, willing and able to render its services in accordance with the terms hereof, then Purchaser shall pay Artist the full amount of the Artist Guarantee. The parties acknowledge and agree that a virus outbreak in an area in close proximity to the performance venue shall not in and of itself be deemed a Force Majeure Occurrence, unless the US Department of

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Health and Human Services officially declares the virus to be an epidemic affecting the particular state in which the performance is scheduled to take place.

6. Controlling Authority

Artist shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including, but not limited to the details, means and methods of the performance of the performing artists hereunder, and Artist shall have the sole right to make changes to the performing personnel.

7. Weather

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a Force Majeure Occurrence and payment of the full amount of the Artist Guarantee shall be made by Purchaser to Artist notwithstanding. If Artist is present, ready, willing and able to render its services as contracted hereunder, irrespective of weather, the full amount of the Artist Guarantee shall be paid by Purchaser to Artist. If Purchaser and Artist disagree as to whether rendition of the performance is impossible, infeasible or unsafe because of inclement weather, Artist's determination as to performance shall prevail.

BRD

8. ~~Cancellation~~ Deleted

~~Unless stipulated by the parties to the contrary, in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability by giving Purchaser written notice thereof at least thirty (30) days prior to the date of performance. Artist shall have the right to terminate this Agreement without liability to Purchaser if Purchaser fails to sign and return the Agreement within ten (10) days of Purchaser's receipt thereof.~~

9. Independent Contractor

It is agreed that Artist and Purchaser each signs this Agreement as an independent contractor and not as employee of the other. This contract shall not in any way be construed so as to create a partnership, employer/employee relationship or joint venture between the parties, nor shall Artist for any reason by its signature hereof be held liable in whole or in part for any obligation of Purchaser or which may be incurred by Purchaser in its carrying out any of the provisions hereof or otherwise.

BRD

10. ~~Authority for Inconsistencies~~ Deleted

~~In the event of any inconsistency(ies) between the provision of the Agreement (including Exhibit A) and the provision(s) of any rider, addendum, exhibit or any other attachments hereto, the parties agree that the provisions of this Agreement shall control.~~

BRD

11. ~~Indemnification~~ Deleted

~~Purchaser hereby indemnifies and holds Artist, as well as Artist's agents, representatives, principals, employees, contractors, officers and directors ("Indemnitees"), harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred or suffered by or threatened against Artist or any of the Indemnitees in connection with or as a result of: (a) any act or failure to act by Purchaser, its employees, agents, representatives, contractors, officers and/or directors ("Purchaser Parties"); (b) Purchaser's and/or Purchaser Parties' breach of any of the warranties and representations made by Purchaser hereunder or in any addendum or rider(s) attached hereto; (c) Purchaser's and/or Purchaser Parties' breach of any of the terms hereof and/or of any addendum and/or rider(s) attached hereto; (d) any claim for personal injury or property damage or other brought by or on behalf of any third party as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of Artist.~~

BRD

12. ~~Dispute Resolution~~ Deleted

~~This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of the State of New York without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agrees that the federal courts of the Southern District of New York and the New York State courts shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) irrevocably consents to personal jurisdiction by such courts.~~

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13. Conflict of Laws

Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Purchaser to Artist hereunder. If there is a conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified and/or limited only to the extent necessary to eliminate such conflict. Artist agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by Purchaser, of which Artist is advised by Purchaser, in writing, prior to arrival at the performance venue.

14. The Agency Group USA, Ltd., as Agent

It is agreed that The Agency Group USA, Ltd. ("Agent") is not a party to the contract and acts herein only as the agent for Artist. As such, Agent is not responsible for any act of commission or omission on the part of either Purchaser or Artist. In furtherance thereof and for the benefit of Agent, it is agreed that neither Artist or Purchaser will name or join Agent as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of Purchaser or Artist hereunder. If at any time there shall be a controversy between Purchaser and Artist with respect to the monies for the performance(s) covered hereunder which are held by Agent in its trust account ("Trust Funds"), Agent may upon notice to Purchaser and Artist either: (i) hold the Trust Funds until otherwise directed by a written instrument signed by Purchaser and Artist or by an order, decree or judgment by a court of competent jurisdiction which, by lapse or otherwise, shall no longer be or shall not be subject to appeal or review, or, (ii) deposit the Trust Funds in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Trust Funds in accordance herewith, the obligations of the Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this Agreement.

15. Assignment / Transfer

This Agreement: (a) shall not be assigned or transferred without the written consent of both parties; (b) contains the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and, (c) may not be amended, supplemented, varied or discharged, except by a written instrument, signed by both parties. The person executing this Agreement on Purchaser's behalf warrants his/her authority to do so. The terms, "Purchaser" and "Artist" as used herein shall include and apply to the singular, the plural and all genders.

16. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other party as soon as practicable thereafter.

17. Waiver

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

BRD 18. Confidentiality - *CORA Language Added - See Section 1.2.6*

The terms of this Agreement, as well as correspondence and documentation related to this Agreement, are confidential to the parties and may not be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law or court order, or for carrying out the purposes of this Agreement. Further, the parties shall treat as confidential all information, data and documents acquired by each other relating to the business affairs of the other, except as such information may already be in the public domain. Notwithstanding anything to the contrary contained herein, if Artist is subject to a recording contract which mandates disclosure of show- and touring-related information and documentation to the record label as part of that contract, then any disclosures made by Artist (or Artist's agent or representative) in compliance therewith (including, without limitation, this Agreement and documentation ancillary hereto), shall be permitted and shall not be deemed a breach of

142 West 57th Street, Sixth Floor
New York NY 10019



Phone: (212) 581-3100
Fax: (212) 581-0015

Exhibit A

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the confidentiality provision(s) hereof by Artist (or Artist's agent or representative).

BRD 19. Insurance Deleted

~~On the date of the contracted performance and through completion of Artist's load-out, Purchaser shall have valid, current and appropriate commercial general liability insurance with limits of no less than \$1,000,000 (US) per occurrence and no less than \$2,000,000 in the aggregate to cover its liability as noted above, and worker's compensation insurance for Promoter's employees in accordance with legal requirements. As soon as reasonably possible after execution hereof, Promoter shall provide Artist with a certificate evidencing the above insurance.~~

BRD 20. Licenses Deleted

~~Purchaser shall be responsible for acquiring all licenses, permits and authorizations required to be obtained from all union(s), guild(s), performing rights societies, and public authorities having jurisdiction over the presentation of the performance, and all such licenses, permits and authorizations shall be valid and current as of the performance date and during the Term of this Agreement.~~

Dr Kenneth Noisewater, Inc

Adams County Fair
Todd M. Leopold

RAYMOND H GONZALES

X

Date: 3/11/15

X

Date: 24 Feb 2015

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 24th day of February 2015, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and The Agency Group Ltd., located at 142 West 57th Street, Sixth Floor, New York, NY 10019 hereinafter referred to as the "Contractor." The County and the Contractors may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the Contracts attached hereto as Exhibit A, Exhibit B, and incorporated herein by reference. Should there be any discrepancy between Exhibit A, Exhibit B and this Agreement, the terms and conditions of this Agreement shall prevail.
- 1.2. The following provisions of Exhibit A are altered as follows:
 - 1.2.1 Section 2 Merchandising: Sales of merchandise shall be a 75/25% Artist/Purchaser split.
 - 1.2.2 Section 8 Cancellation: Paragraph deleted in its entirety.
 - 1.2.3 Section 10 Authority of Inconsistencies: Paragraph deleted in its entirety.
 - 1.2.4 Section 11 Indemnification: Paragraph deleted in its entirety.
 - 1.2.5 Section 12 Dispute Resolution: Paragraph deleted in its entirety.
 - 1.2.6 Section 18 Confidentiality: The following language shall be added: "Purchaser is a public entity subject to the Colorado Open Records Act (CORA). In the event of conflict between the terms of this agreement and CORA, the terms of CORA shall prevail."
 - 1.2.7 Section 19 Insurance: Paragraph deleted in its entirety.
 - 1.2.8 Section 20 Licenses: Paragraph deleted in its entirety.
- 1.3. The following provisions of Exhibit B are altered as follows:
 - 1.3.8 Dressing Room Rider: Paragraphs deleted in entirety. No Liquor per offer; Final Catering arrangements to be determined 30 days prior to event.
- 1.4. **Emergency Services:** In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractors) to be performed by the Contractors. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractors shall bill for such services at the rates provided for in this Agreement.

2. **RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractors to enable the Contractor's performance under this Agreement.

3. **TERM:**

3.1 **Term of Agreement:** The Term of this Agreement shall be from the date of this Agreement through August 21, 2015.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractors for services furnished under this Agreement, and the Contractors shall accept as full payment for those services, the sum of: \$50,000.00. The costs of sound, lighting and backline will be paid separately to Entertainment Production Contractor. Lodging costs provided by corporate sponsors.

4.1 Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1 The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1.1 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to

the terms of this Agreement.

8. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:

8.1 Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. General Aggregate: \$2,000,000

8.2 Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1 Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2 Personal Injury Protection: Per Colorado Statutes

8.3 Workers' Compensation Insurance: Per Colorado Statutes

8.4 Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1 Each Occurrence: \$1,000,000

8.4.2 This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5 Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1 Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2 The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3 Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6 Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7 Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8 Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. TERMINATION:

9.1 For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

9.2 For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

10.1 Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

10.2 Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, *et seq.*, C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.3 OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

10.4 Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

10.5 Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part,

shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

10.6 Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

10.7 Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

10.8 Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Parks and Open Space
Contact: Melanie Snodell
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado 80601
Phone: 303.637.8027
E-mail: MSnodell@adcogov.org

Department: Adams County Purchasing
Contact: Ben DeRomanis
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6043
E-mail: bderomanis@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: The Agency Group Ltd.
Contact: Ken Fermaglich
Address: 142 West 57th Street, Sixth Floor
City, State, Zip: New York, New York 10019
Phone: 212.581.3100

10.9 Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10 Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless

otherwise terminated in accordance with the terms contained herein.

10.11 Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 11.1 The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 11.2 The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3 The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.4 At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 11.5 The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 11.6 If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 11.7 Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

11.8 If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Adams County Manager's Office

[Signature]
Signature

24 Feb 2015
Date

Raymond H. GONZALES
Printed Name

Deputy County Manager
Title

~~The Agency Group Ltd.~~ Dr. Kenneth Noisewater

[Signature]
Signature

3/10/15
Date

Lani Sarem
Printed Name

Band Manager
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2015,

by _____,

Notary Public

My commission expires on: _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Signature

Name (Print or Type)

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Plain White T's 2015 Full Production Advance

This "Production Advance" sheet is designed to be a summary of the rider and contract. It in NO way negates any items in the rider and is designed to assist you in planning the event. Please contact the TOUR MANAGER with any questions.

WHO'S WHO AND HOW TO REACH THEM

Plain White T's: Production Manager/FOH and sometimes Tour Manager: Sators, (615) 866-2384, sators@sators.com
 Band Manager and sometimes Tour Manager: Lani Sarem 702-280-8291 Lani@UDfactory.com

TRAVELING ENTOURAGE

Plain White T's: Tom Higgenson, Tim Lopez, Dave Trio, Mike Retondo, De'Mar Hamilton
 Plain White T's Crew: Tour Manager, FOH Engineer, Monitor Engineer, Guitar Tech, Drum Tech, Band Asst
 Family and Management will also come to select cities

GENERAL NOTES

Lighting, Sound, and Set requirements are below. You will be providing these items.
 YOU are providing all stage, barricade, power, catering and hospitality (Details Below)
 You will provide staging per below spec

TRANSPORTATION

1 Runner available all show day, 15 passenger vehicle, runner knowledgeable of local area

ROUGH SCHEDULE TO BE CONFIRMED DURING ADVANCE

1:00PM - Plain White T's Load In
 3:00PM - Plain White T's Sound Check (60 Minutes)
 6:00PM - Doors
 7:00PM - Plain White T's

IF DOORS ARE AT A DIFFERENT TIME OR THERE IS AN OPENER THESE TIME ARE SUBJECT TO CHANGE.

HOUSE PROVIDES

House stage to be a minimum 32 wide x 24' deep and 4' tall, unless fixed house stage
 Towels: 2 dozen large bath towels, 24 washed BLACK hand towels for stage
 1 clothing steamer, 1 Iron with ironing board
 All Security Personnel & Personnel Credentials (AA, Crew, Photo)
 1 Drum Riser for Plain White T's - 8' x 8' x 2'
 Sound System - FOH & Monitor Consoles (Avid Profile or Avid SC48 ONLY), 8 Stereo In-Ear Transmitters, Antenna Combiners, Mics, DI's, Stands
 Lighting System
 Minimum 2 Audio System Techs, 1 Lighting Engineer/Operator

POWER

Stage Power for backline

LOCAL CREW

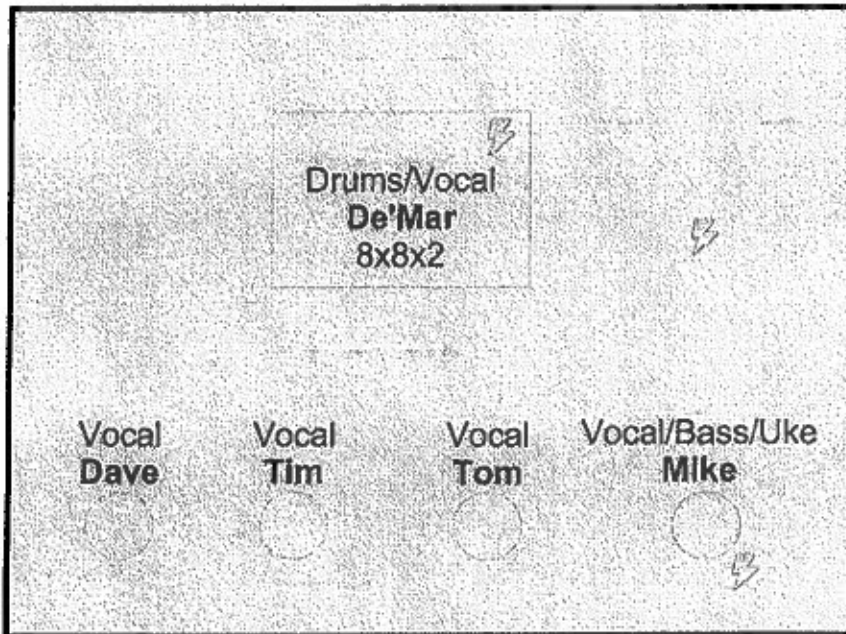
2 DEDICATED stage hands for the SOLE USE of load-in, set-up and load-out
 2 DEDICATED stage hands to assist during changeover and loading out support acts
 2 experienced audio techs and 1 experienced lighting engineer

OFFICE AND DRESSING ROOMS

1 large Star dressing room for Plain White T's w/ seating for 12
 1 crew room (if available)
 1 Tour Management Office w/ 1 unrestricted phone line & unrestricted wired high speed internet line

Plain White T's

Stage Plot



Tracks
Inputs 23-29

Guitar World
(Inputs 13, 16-22)
Offstage Right

Plain White T's BACKLINE RIDER 2014

DRUMS

De'Mar Hamilton is lucky enough to be endorsed by DW Drums, Remo Drumheads, and Zildjian Cymbals. No other brands accepted please!

DW Collectors Series

- 14x24" or 16x24" Kick Drum
- 14x6.5" Brass Snare
- 13x5" Snare
- 9x13" Suspended Rack Tom (NO 10x13 PLEASE!!)
- 16x16" or 14x16" Floor Tom w/legs*
- 16x18" Floor Tom w/legs*

DW 9000 Hardware – Only!!

- (1) 9500 Two-Leg Hi-hat Stand (WITH SHORT ROD PLEASE!!)
- (1) 9000 Single Kick Pedal (Chain Drive)
- (2) 9300 Snare Stands
- (3) 9710 Straight Cymbal Stands
- (1) DWSM911 Single Tom Clamp
- (2) 9700 Boom Cymbal Stands
- (2) 9100M Round Seat Thrones

Heads: REMO Clear Powerstroke 3 with Black Dot, Coated Emperor Controlled Sound X on Snare, and Clear Controlled Sound on Toms.

Cymbals: Zildjian K 22" Ride, 20" K Crash Ride, 20" A Custom EFX Crash, 18" K Custom Dark Crash, 15" Hi Hats

Extra Snares: In addition to all drum choices, and extra 14x6.5" Snare is needed as a back up.

*No suspended style Floor Toms accepted

*****DRUM HEADS MUST BE NEW AT SOUNDCHECK*****

GUITARS

- (1) Vox AC30
- (1) Gallien Kruger Bass Cab (2x10 w/ head)
- (1) Fender P Bass
- (1) Les Paul Electric Guitar
- (1) ES335 Electric Guitar
- (1) Ukulele with Pickup
- (4) Guitar Stands
- (2) Guitar Boats (8 guitar slots each)
- (8) 1/4" 15' Cables
- (2) Guitar Tuners



PLAIN WHITE T'S

Input List 2015

Snake	Input	Mic/DI	Stand	Stage
1	Kick 1	Audix D6	Short Boom	
2	Kick 2	Beta 91		
3	Snare Top	SM57	Short Boom	
4	Snare Bottom	KSM 32	Claw	
5	Snare 2	SM57	Short Boom	
6	HH	SM57	Short Boom	
7	Tom 1	e604, Beta98		
8	Tom 2	e604, Beta98		
9	Tom 3	e604, Beta98		
10	Ride	AT3031, M44	Short Boom	
11	OH L	KSM 32	Tall Boom	
12	OH R	KSM 32	Tall Boom	
13	Bass DI Clean	XLR		A1
14	Bass DI Dirty	XLR		
15	Ukulele	XLR		
16	Dave Guitar L	XLR		A2
17	Dave Guitar R	XLR		A3
18	Tim Guitar L	XLR		A4
19	Tim Guitar R	XLR		A5
20	Tim Guitar Mic	Shure KSM44		A6
21	Tim ACO	XLR		A7
22	Tom ACO	XLR		A8
23	Loops L	XLR		C1
24	Loops R	XLR		C2
25	Trax L	XLR		C3
26	Trax R	XLR		C4
27	Splenda L	XLR		C5
28	Splenda R	XLR		C6
29	Click	XLR		C7
30	Dave Vox	Sennheiser 935	Tall Boom	A9
31	Tim Vox	Sennheiser 935	Tall Boom	A10
32	Tom Vox	Wireless 935	Straight Stand	
33	Mike Vox	Sennheiser 935	Tall Boom	
34	De'Mar Vox	Sennheiser 935	Tall Boom	
35	Elvis Mic	Shure 55SH		
36	Spare Vox	Sennheiser 935		
Monitor Stuff				
	FOH T/B	58 w/ switch		
	MON T/B	58 w/ switch		
	Drum Wired Ears L			
	Drum Wired Ears R			

Subsnakes
A: Stage Right (10 channels)
C: Upstage Left (7 channels)

PLAIN WHITE T'S

DRESSING ROOM RIDER

~~ONE (1) LITER REYKA VODKA~~

~~ONE (1) LITER BULLEIT BOURBON OR MAKERS MARK~~

~~ONE (1) LITER CAZADORES REPOSADO~~

~~ONE (1) 24 CASE MILLER LITE CANS~~

~~ONE (1) 6 PACK LOCAL MICROBREW CANS~~

~~ONE (1) BOTTLE RED WINE (A GOOD \$15 BOTTLE)~~

NO LIQUOR per offer
BRD

~~THREE (3) CASES (72) 500ml BOTTLES SPRING WATER~~

~~SIX (6) LITER BOTTLES OF SMART WATER~~

~~TWENTY-FOUR (24) DIET COKE~~

~~TWO (2) SIX PACK SAN PELLIGRINO BLOOD ORANGE CANS~~

~~TWELVE (12) DIET MOUNTAIN DEW~~

~~TWELVE (12) DIET DR PEPPER~~

~~TWELVE (12) COCA COLA CLASSIC~~

~~SIX (6) BOTTLES G2 FRUIT PUNCH GATORADE~~

~~FOUR (4) PACK MONSTER ENERGY~~

~~FOUR (4) PACK SUGAR FREE RED BULL~~

CATERING
to be confirmed
30 days prior
BRD

ONE (1) 32oz TAZO® CHAI TEA LATTE CONCENTRATE (*this is liquid*)

ASSORTMENT OF BLACK AND GREEN HOT TEA AND HOT WATER

FOUR (4) ICE TEA IN GLASS BOTTLES (*LIPTON BRAND ONLY*)

FOUR (4) BAI MALAWI MANGO BOTTLES

ONE-HALF (1/2) GAL ORANGE JUICE (*LIGHT OR NO PULP*)

ONE-HALF (1/2) GAL CRANBERRY JUICE

ONE-HALF (1/2) GAL GRAPEFRUIT JUICE

ONE-HALF (1/2) GAL SKIM MILK

ONE-HALF (1/2) UNSWEETENED VANILLA ALMOND MILK

ONE (1) PINT SOY CREAMER

SOME SPLENDA AND SUGAR

ONE (1) LOAF WHOLE GRAIN OR WHEAT BREAD

ONE (1) HAWAIIAN BREAD LOAF OR ROLLS

ONE (1) BAG PITA BREAD

ONE (1) BAG HOT DOG BUNS

ONE (1) PACK ALL BEEF HOT DOGS

ONE (1) PACK JUMBO VEGGIE SMART DOGS

ONE (1) PACK VEGGIE TURKEY (*SMART DELI OR TOFURKY*)

ONE (1) PACK STRING CHEESE

ONE (1) TUB TUNA SALAD

CATERING
TO BE
CONFIRMED
30 days
PRIOR
BRD

NO DELI TRAYS! ONLY PACKAGED FRESH FROM DELI!

ONE (1) LB DELI SLICED TURKEY BREAST (PEPPERED, CAJUN, SMOKED)
ONE-HALF (1/2) LB DELI SLICED HARD SALAMI
ONE (1) DELI PACK OF PROSCUITTO
ONE-HALF (1/2) LB DELI SLICED CHEESE (PROVOLONE, MUENSTER, GOUDA, SWISS)
CONDIMENTS IF NEEDED: MAYO, DELI MUSTARD, SIRACHA, KETCHUP, CHOLULA
ONE (1) JAR NATURAL PEANUT BUTTER OR ALMOND BUTTER
ONE (1) JAR ORGANIC PRESERVES (STRAWBERRY OR RASPBERRY)
ONE (1) JAR NUTELLA
ONE (1) TUB ORGANIC HOT SALSA (NO TOSTITOS!)
ONE (1) TUB SABRA ROASTED RED PEPPER HUMMUS
ONE (1) BOX TRISCUIT CRACKERS
ONE (1) BAG TORTILLA CHIPS
TWO (2) BAGS ASSORTED FLAVORED KETTLE CHIPS (JALAPENO, SALT & VINEGAR, PLAIN)
ONE (1) BAG DORITOS (HABANERO, CRAZY FLAVOR, NACHO)
ONE (1) BAG BACK TO NATURE TRAIL MIX
ONE (1) CAN UNSALTED MIXED NUTS
ONE (1) LARGE BAG FLAVORED BEEF JERKY
ONE (1) BAG CANDY (BUTTERFINGER, TWIZZLER, TWIX, REESE'S PIECES, SOUR PATCHKIDS, SNICKERS, M&M'S)

CATERING
TO BE CONFIRM
30 days
prior
BRD

ONE (1) BOX KIDDIE CEREAL (REESE'S PUFFS, CAP'N CRUNCH, FRUITY PEBBLES, CINNAMON TOAST CRUNCH, GOLDEN GRAHAMS, OR SIMILAR)

ONE (1) BOX KASHI CEREAL (GO LEAN CRUNCH, BLUEBERRY CRUNCH, HEART TO HEART WARM CINNAMON)

ONE (1) BOX TEDDY GRAHAMS

ONE (1) BOX KASHI GRANOLA BARS

ONE (1) BAG OF ORGANIC MIXED GREENS LIMES

BANANAS

ORGANIC APPLES

ONE (1) TUB ORGANIC MIXED FRUIT

ONE (1) BOX MUCINEX MAXIMUM STRENGTH DM PACK (14 PILLS) (THE BOX IS GREEN WITH RED ON THE TOP!)

ONE (1) BOTTLE (not box) OF 30 COUNT CLARITIN

ONE (1) PACK MARLBORO SILVER

ONE (1) PACK AMERICAN SPIRIT YELLOW

TWO (2) ROLLS PAPER TOWELS ONE

ONE (1) BOX KLEENEX

ONE (1) BOX BABY WIPES

YOUR FAVORITE MOVIE ON DVD

HEAVY DUTY PLASTICWARE

CATERING to
be confirmed
30 days
prior
BRD