

**Notice and Agenda
Special Meeting
Board of Trustees
TULSA COUNTY PUBLIC FACILITIES AUTHORITY
Thursday, April 23, 2020, 8:30 A.M.
Expo Square Administration Office Conference Room
4145 East 21st Street, Tulsa, OK**

RECEIVED



2:50 pm, Apr 20, 2020

TAKE NOTICE the Tulsa County Public Facilities Authority (TCPFA) will hold a Special Meeting Monday, April 23, 2020, at 8:30am, by teleconferencing via GoToMeeting, an online meeting and web conferencing tool.

TCPFA members and members of the public will be allowed to attend and participate in the TCPFA's meeting via teleconferencing by joining from a computer, tablet or smartphone using the following link: <https://global.gotomeeting.com/join/253076789>

Board members and members of the public can also dial in using their phone by dialing: United States: [+1 \(872\) 240-3412](tel:+18722403412)

Participants must then enter the following Access Code: 253-076-789

The following TCPFA members plan to attend remotely via GoToMeeting, provided that they may still be permitted to appear and attend at the meeting site, Expo Square Administration Office, at 4145 East 21st Street, Tulsa Oklahoma in the Conference Room: Chair Karen Keith, Ron Peters, Trustee; Stan Sallee, Trustee; Daryl Woodard, Trustee; and Mike Spradling, Trustee.

The Board of Trustees of the Tulsa County Public Facilities Authority will consider, discuss, and take appropriate action, if any, on the following items:

1. Call to order
2. Consider and vote on Special Meeting Minutes of March 30, 2020
3. Consider and vote to receive and file December 2019 Year End Financial Statements
4. Consider and vote to receive and file January 2020 Financial Statement
5. Consider and vote on request for permission to access Surcharge Account
6. Consider and vote on Third Amendment to Tote Services Agreement between TCPFA dba Fair Meadows and United Tote Company
7. Consider and vote to accept, reject or defer proposal received for Ticketing System
8. Consider and vote on Fair Meadows Import Agreements as listed on the attached forms

9. Consider and vote on Facilities Lease Agreements, and Miscellaneous Contracts and Agreements as listed on the attached forms
10. Consider and vote on payment of claims as listed on the attached forms
11. President/CEO's Activity Report
12. Chairman's Report
13. Consider and vote to adjourn

SPECIAL MEETING
MINUTES
Monday, March 30, 2020

The Trustees of the Tulsa County Public Facilities Authority (TCPFA) attended a Special Meeting Monday, March 30, 2020, at 3:30 p.m., via teleconferencing via GoToMeeting, an online meeting and web conferencing tool by joining from a computer, tablet or smartphone using the following link: <https://www.gotomeet.me/AmandaBlair/tcpfaspecial-meeting---monday-march-30-2020>. Board members and members of the public could also dial in using their phone by dialing: United States: +1 (872) 240-3212. Participants could then enter the following Access Code: 476-495-629. The meeting site was at Expo Square Administration Office, at 4145 East 21st Street, Tulsa Oklahoma in the Conference Room. A copy of the Agenda was posted on March 26, 2020 at 2:15 p.m.

Chair Karen Keith - appearing in person
Trustee Ron Peters – by teleconference
Trustee Stan Sallee – by teleconference
Trustee Mike Spradling – by teleconference
Trustee Daryl Woodard – absent
President/CEO, Mark Andrus – appearing in person
Chief Operating Officer, Amanda Blair – appearing in person
Deputy Secretary, Teresa Talley – appearing in person

The Chair called the meeting to order at 3:30 p.m.

Moved by Spradling, seconded by Peters, to approve Regular Meeting Minutes of February 27, 2020. Peters, yes; Sallee, yes; Spradling, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve Letter of Amendment No. Three of the North American Midway Entertainment-Southeast, Carnival Midway Agreement. Peters, yes; Sallee, yes; Spradling, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve request to advertise for Tents for the 2020 Tulsa State Fair. Peters, yes; Sallee, yes; Spradling, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to accept the bid received from C&B Carpets for Office Remodels and Events. Peters, yes; Sallee, yes; Spradling, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Spradling, to approve Facilities Lease Agreements, and Miscellaneous Contracts and Agreements (complete listings in President/CEO's miscellaneous file). Peters, yes; Sallee, yes; Spradling, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve all claims, including payroll, and to ratify all handwritten checks (complete listings in President/CEO's miscellaneous file). Peters, yes; Sallee, yes; Spradling, yes; Keith, yes. Motion carried.

President/CEO's Activity Report:

- Expo Square will continue to be flexible during the COVID-19 pandemic as we have with previous disastrous events such as the ice storm in 2008 and the 2019 floods
- Met with the Army Core, TAEMA & Health Department on Saturday regarding needs and possible availability

Chair's Report:

- Much appreciation goes out to all the staff at Expo

Moved by Sallee, seconded by Spradling, to adjourn the meeting. Peters, yes; Sallee, yes; Spradling, yes; Keith, yes. Motion carried.

The Chair adjourned the meeting at 3:44 p.m.

Tulsa County Public Facilities Authority

Preliminary Balance Sheet - *Unaudited*

For the Period Ended:

December 31, 2019

	YTD	YTD - Prior Year
Assets		
Current Assets		
Operating Funds	2,647,351	1,481,046
Horse Racing Funds	633,825	1,157,627
Restricted Accounts	1,027,049	9,175,283
Accounts Receivable	686,887	3,410,358
Prepaid Expenses	122,970	327,710
Deferred Pension Outflows	1,519,896	1,519,896
Food & Beverage Inventory	190,218	163,482
Total Current Assets	<u>6,828,196</u>	<u>17,235,403</u>
Fixed Assets (Net)	94,902,465	97,498,593
Total Assets	<u>101,730,661</u>	<u>114,733,996</u>
Liabilities		
Accounts Payable	1,064,913	432,273
Payroll Liabilities	41,949	10,494
Racing Liabilities	633,825	1,157,627
Other Payables	185,482	2,960,529
Accrued Expenses	216,947	263,605
Deferred Event Revenue	127,179	187,992
Pension Liabilities	3,020,938	3,020,938
Loans Payable	585,471	0
Bonds Payable	0	8,747,288
Total Liabilities	<u>5,876,703</u>	<u>16,780,746</u>
Equity		
Contributed Capital	17,277,242	17,277,242
Retained Earnings	80,676,008	88,326,822
Current Year Earnings (Loss)	<u>(2,099,291)</u>	<u>(7,650,814)</u>
Total Equity	<u>95,853,958</u>	<u>97,953,249</u>
Total Liabilities & Equity	<u>101,730,661</u>	<u>114,733,996</u>

Tulsa County Public Facilities Authority

Preliminary Income Statement - *Unaudited*

For the Period Ended:

December 31, 2019

	YTD
Revenue	
TSF Revenue	
Admission	2,723,515
Ticketed Shows	221,694
Midway Commissions	2,541,547
3rd Party Concessions	177,275
In House F&B	871,844
Parking	900,710
3rd Party Vendors	1,877,668
Livestock	656,770
Souvenir Sales	3,398
Golf Cart Rentals	8,900
Non Livestock Entry Fees	28,080
Other Fair Revenue	9,699
Fair Sponsorships	366,858
Total TSF Revenue	10,387,958
Event Revenue	
Building Rental	2,964,501
Reimbursed Expenses	98,416
Facilities Surcharge	244,793
Catering & Concessions	3,333,464
Telecommunications	28,882
Utility Fees	221,016
Equipment Rental	955,095
Security Staff	291,768
Box Office Fees	290,137
Total Event Revenue	8,428,073
Fair Meadows Revenue	
Mutuel Commissions	2,496,823
F&B Revenue	198,256
Program Sales	112,638
Tribal Gaming Revenue	2,000,266
Other Racing Revenue	121,078
Total Fair Meadows Revenue	4,929,062
Other Operating Revenue	
Exposerve Royalties	127,444
RV Park Revenue	902,042
Hotel Revenue	100,000
Waterpark Revenue	140,000
Sponsorship Revenue	371,925
Miscellaneous Revenue	315,581
Total Other Operating Revenue	1,956,992
Total Revenue	25,702,084

Expense**Direct Expenses**

Direct Employee Costs	4,321,677
Temporary Personnel - Events	713,536
Other Event Expenses	7,446,569
Catering & Concessions	1,525,698
Fair Meadows Sports Grill Expenses	242,529

Total Direct Expenses **14,250,009**

Gross Margin **11,452,075**

44.6%

Operating Expenses

Salaries & Wages	2,945,258
Payroll Taxes	575,623
Workers Comp Insurance	277,413
Employee Benefits	929,161
Temporary Personnel	59,916
Supplies	357,842
Equipment & Tools	44,161
Freight & Postage	12,657
Office Supplies	46,361
Printing	18,847
Advertising & Promotion	19,451
Licenses & Subscriptions	126,968
Travel & Business Development	55,581
Professional Services	557,095
Utilities	2,431,625
Equipment Rental	188,404
Landscaping & Grounds Maintenance	64,847
Building Maintenance & Repair	442,661
Building Signage	13,625
Equipment Maintenance & Repair	166,282
Vehicle Expenses	207,280
Safety Expenses	15,983
Regulatory Compliance	4,725
Insurance Expense	685,875
F&B Expenses	641,996
Miscellaneous Expenses	9,300
Cash Over/Short	(388)

Total Operating Expenses **10,898,548**

Operating Income (Loss) **553,527**

Other Revenue (Expenses)

Interest Income	134,764
Contributions from City/County	5,496,213
Recovery of Prior Period Losses	654,579
Interest Expense	(260,007)
Depreciation Expense	(8,676,511)
Taxes	(1,855)

Other Revenue (Expenses) **(2,652,818)**

Net Income (Loss) **(2,099,291)**

Tulsa County Public Facilities Authority

Statement of Cash Flows For the Period Ended December 31, 2019

	YTD
Cash Flow from Operations	
Net Income from Operations	(2,099,291)
Non-Cash Expense:	
Depreciation	8,676,511
(Increase) / Decrease:	
Accounts Receivable	2,723,471
Prepaid Expenses	204,740
Inventory	(26,736)
Increase / (Decrease):	
Accounts Payable	632,639
Liabilities	(3,314,052)
Deferred Revenue	(60,814)
Total Cash from Operations	6,736,468
Cash from Financing Activities	
Changes in Debt	(8,161,817)
Total Cash from Financing Activities	(8,161,817)
Cash Used By	
Capital Improvements	(6,080,383)
Total Cash Used	(6,080,383)
Increase/(Decrease) in Cash and Restricted Accounts	(7,505,732)

Tulsa County Public Facilities Authority

Preliminary Balance Sheet - *Unaudited*

For the Period Ended:

January 31, 2020

	YTD	YTD - Prior Year
Assets		
Current Assets		
Operating Funds	3,036,534	2,191,989
Horse Racing Funds	1,162,311	1,113,047
Restricted Accounts	1,167,215	9,275,136
Accounts Receivable	709,883	279,541
Prepaid Expenses	292,101	285,042
Deferred Pension Outflows	1,519,896	1,519,896
Food & Beverage Inventory	158,230	158,164
Total Current Assets	<u>8,046,170</u>	<u>14,822,815</u>
Fixed Assets (Net)	94,308,116	97,180,130
Total Assets	<u><u>102,354,286</u></u>	<u><u>112,002,944</u></u>
Liabilities		
Accounts Payable	927,043	793,952
Payroll Liabilities	44,496	6,237
Racing Liabilities	1,162,311	1,113,047
Other Payables	578,600	172,485
Accrued Expenses	216,947	286,934
Deferred Event Revenue	195,674	150,735
Pension Liabilities	3,020,938	3,020,938
Loans Payable	582,988	0
Bonds Payable	0	8,747,288
Total Liabilities	<u>6,728,997</u>	<u>14,291,617</u>
Equity		
Contributed Capital	17,277,242	17,277,242
Retained Earnings	78,563,734	80,676,008
Current Year Earnings (Loss)	<u>(215,687)</u>	<u>(241,922)</u>
Total Equity	<u>95,625,289</u>	<u>97,711,327</u>
Total Liabilities & Equity	<u><u>102,354,286</u></u>	<u><u>112,002,944</u></u>

Tulsa County Public Facilities Authority

Preliminary Income Statement - *Unaudited*

For the Period Ended:

January 31, 2020

	YTD	YTD - Prior Year
Revenue		
TSF Revenue		
Admission	0	0
Ticketed Shows	0	0
Midway Commissions	0	0
3rd Party Concessions	0	0
In House F&B	0	0
Parking	0	0
3rd Party Vendors	0	0
Livestock	0	0
Souvenir Sales	0	0
Golf Cart Rentals	0	0
Non Livestock Entry Fees	0	0
Other Fair Revenue	0	0
Fair Sponsorships	0	0
Total TSF Revenue	0	0
Event Revenue		
Building Rental	322,518	304,236
Reimbursed Expenses	5,441	5,760
Facilities Surcharge	45,181	45,501
Catering & Concessions	859,428	707,680
Telecommunications	4,805	2,571
Utility Fees	22,925	18,880
Equipment Rental	67,891	27,787
Security Staff	37,184	29,614
Buy Out Fees	200	0
Box Office Fees	20,542	15,513
Total Event Revenue	1,386,115	1,157,542
Fair Meadows Revenue		
Mutuel Commissions	227,984	149,292
F&B Revenue	13,260	13,868
Program Sales	7,485	6,129
Tribal Gaming Revenue	166,683	166,678
Other Racing Revenue	0	47,836
Total Fair Meadows Revenue	415,412	383,803
Other Operating Revenue		
Exposerve Royalties	14,493	11,482
RV Park Revenue	70,120	82,206
Hotel Revenue	8,333	8,333
Waterpark Revenue	0	0
Sponsorship Revenue	41,000	15,000
Miscellaneous Revenue	29,394	55,075
Total Other Operating Revenue	163,340	172,096
Total Revenue	1,964,867	1,713,441

Direct Expenses		
Direct Employee	286,316	208,168
Temporary Personnel - Events	67,299	56,157
Other Event Expenses	180,289	255,510
Catering & Concessions	273,653	219,280
Fair Meadows Sports Grill Expenses	21,252	14,028
Total Direct Expenses	828,809	753,143
Gross Margin	1,136,057 57.8%	960,298 56.0%
Operating Expenses		
Salaries & Wages	235,488	221,794
Payroll Taxes	44,050	41,692
Workers Comp Insurance	12,649	50,835
Employee Benefits	70,695	81,186
Temporary Personnel	0	410
Supplies	14,530	46,098
Equipment & Tools	886	7,953
Freight & Postage	1,438	2,595
Office Supplies	2,744	4,781
Printing	653	3,353
Advertising & Promotion	(181)	4,713
Licenses & Subscriptions	8,990	24,917
Travel & Business Development	346	5,058
Professional Services	52,816	38,561
Utilities	205,432	189,534
Equipment Rental	21,554	26,414
Landscaping & Grounds Maintenance	514	18,790
Building Maintenance & Repair	39,708	19,431
Building Signage	469	850
Equipment Maintenance & Repair	10,045	21,378
Vehicle Expenses	9,538	7,750
Safety Expenses	1,261	312
Insurance Expense	55,974	57,693
F&B Expenses	59,617	98,309
Miscellaneous Expenses	(60)	30,313
Cash Over/Short	(871)	(2,123)
Total Operating Expenses	848,286	1,002,596
Operating Income (Loss)	287,771	(42,298)
Other Revenue (Expenses)		
Interest Income	3,173	11,727
Contributions from City/County	204,108	802,424
Recovery of Prior Period Losses	0	0
Interest Expense	(1,663)	(23,550)
Depreciation Expense	(707,362)	(990,225)
Taxes	(1,714)	0
Other Revenue (Expenses)	(503,458)	(199,624)
Net Income (Loss)	(215,687)	(241,922)

Tulsa County Public Facilities Authority

Statement of Operating Cash Flow

For the Period Ended

January 31, 2020

	Curr YTD	YTD - Prior Year
Cash Flow from Operations		
Net Income from Operations	(\$215,687)	(\$241,922)
Non-Cash Expense:		
Depreciation	\$707,362	\$990,225
(Increase) / Decrease:		
Accounts Receivable	(\$31,036)	\$3,130,818
Prepaid Expenses	(169,131)	42,669
Deposits	0	0
Inventory	31,989	5,318
Deferred Expenses	0	0
Increase / (Decrease):		
Accounts Payable	(\$137,869)	\$361,679
Liabilities	924,152	(2,813,552)
Deferred Pension	0	0
Deferred Revenue	68,495	(37,257)
	<u>\$1,178,274</u>	<u>\$1,437,977</u>
Cash from Financing Activities		
Changes in Debt	(\$2,483)	\$0
	<u>(\$2,483)</u>	<u>\$0</u>
Cash Used By Capital Expenditures		
Capital Improvements	(\$113,012)	(\$671,761)
	<u>(\$113,012)</u>	<u>(\$671,761)</u>
Increase/(Decrease) in Cash and Temporary Investments	<u><u>\$1,062,779</u></u>	<u><u>\$766,216</u></u>



Real Entertainment. Real Events. Real Exciting!

Memorandum

To: TCPFA Board
Date: April 23, 2020
Subject: Surcharge Account Authorization Request

TCPFA Management respectfully request authorization to access the Surcharge Account in the amount detailed below:

Description	Amount
Chiller #3 Emergency Repair Project:	\$55,000.00
Total:	\$55,000.00

THIRD AMENDMENT TO TOTE SERVICES AGREEMENT

This **THIRD AMENDMENT TO TOTE SERVICES AGREEMENT** (hereinafter “Agreement”) is effective as of the 1st day of April, 2020, (“**Amendment Effective Date**”) by and between **UNITED TOTE COMPANY**, a Montana corporation with offices located at 600 N. Hurstbourne Parkway, Suite 400, Louisville, KY 40222 (“**United Tote**”), and **TULSA COUNTY PUBLIC FACILITIES AUTHORITY dba FAIR MEADOWS AT TULSA**, with offices located at 4609 East 21st. Street, Tulsa, Oklahoma 74114 (the “**Association**”).

RECITALS

A. United Tote and Association are parties to a Tote Services Agreement, dated effective as of May 1, 2016, a First Amendment to Tote Services Agreement, dated effective as of March 28, 2019, and a Second Amendment dated effective as of July 15, 2019 (collectively, the “**Agreement**”), pursuant to which United Tote provides totalisator equipment and services to the Association in connection with its operation of the Location(s).

B. The parties desire to amend the Agreement to suspend the Agreement as a result of the temporary closure of the Location(s) and to add additional time to the term of the Agreement, according to the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. Scope of Amendment. Capitalized terms that are used herein but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

II. Amendments.

a. Section 3 of Exhibit A to the Agreement is hereby amended and restated as follows:

“3. Term and Renewal

The initial term of this Agreement shall commence on the Effective Date and continue through March 31, 2023, or such earlier date, if any, on which this Agreement is terminated in accordance with the terms and conditions hereof. The Association shall have the option to renew for one additional successive period of two (2) years on the terms and conditions contained herein by providing written notice to United Tote no less than sixty (60) days prior to the expiration of this Agreement. However, between April 1, 2020, and June 30, 2020 (“Suspension Period”), the

obligations of this Agreement shall be suspended. If Association is still not operating at the end of this Suspension Period, both parties agree to negotiate in good faith an extension of the Suspension Period, as well as other relevant Terms. Should operations resume at the Location(s) and services be required at any point prior to the end of the Suspension Period, United Tote agrees to resume delivery of services as well as billing based on a pro-rata basis.

Each of the Association and United Tote agrees that, effective as of the Effective Date, the Prior Agreement is hereby terminated and superseded in its entirety by this Agreement and the Prior Agreement shall have no further force or effect.”

- III. Ratification and Confirmation. All of the other terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect for the duration of the term described in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate by their respective duly authorized officers, as of the Effective Date.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY dba FAIR MEADOWS AT
TULSA**

UNITED TOTE COMPANY

By: _____

Name: _____

Title: _____

By: _____

Nathaniel Simon
President, United Tote Company



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Memorandum

To: TCPFA Board
From: Amanda Blair, COO
Date: April 23, 2020
Subject: Ticketing RFP Recommendation

TCPFA sent an RFP for the overall ticketing software in February 2020; receiving seven (7) responses. Each organization was extensively reviewed based on the specifications in the RFP. TCPFA Management recommends the selection of Saffire Websites and Ticketing; which illustrates their overall understanding and ability to meet the expectations and requirements of the ticket operation. In addition, the financial component of Saffire was the overall best proposal, which includes:

- \$20,000 signing bonus after Year 1.
- \$10,000 Marketing Allowance (annually).
- \$9,000 Website Hosting Credit (annually).

This recommendation seeks authorization to negotiate the Agreement.

Detail documents include:

- Summary of Fees for Shortlisted Vendors
- Fee Estimate for Shortlisted Vendors

TICKETING RFP FEE SUMMARY

Vendor	Annual Fees Including Support Fees	Approx. Fees for Interim Events Est. 190,000 tickets; sold/printed	Approx. Fees for TSF Events Sold/Printed	Any Other Cost Factors	Additional Consideration
Current Choice Agreement	\$12,000 Support \$2,500 Hosting Fee	No fee	No fee	No	
Choice Ticketing RFP Response	\$12,000 Support \$2,500 Hosting Fee	No fee	No fee	No	TCPFA owns Choice Ticketing software since 2005
Etix RFP Response	No annual support or maintenance fee.	Online sales 10% of ticket value Min. \$1; Max. \$5 Tickets sold at door/gate \$.10 per ticket	Online sales 10% of ticket value Min. \$1; Max. \$5 Tickets sold at door/gate \$.10 per ticket	Holds credit card total receipts until following week	
Saffire RFP Response	Minimum of \$3,500 annually or sum of all ticketing fees, whichever is higher.	Online sales 8% -10% of ticket value based on ticket volume Min \$1.50, Max. \$2 Tickets sold at door/gate \$.10 per ticket Mobile delivery or print at home \$1 per order	Online sales 8% -10% of ticket value based on ticket volume Min \$1.50, Max. \$2 Tickets sold at door/gate \$.10 per ticket Mobile delivery or print at home \$1 per order Optional Call Center \$3 per order fee	Pay Saffire 30 days after event for tickets sold; stated negotiable on timeline	One time \$20,000 signing bonus \$10,000 marketing allowance (annual) Waive \$9,000 web hosting fee (annual)

TCPFA will add an additional fee to be retained as revenue on all scenarios.

CHOICE TICKETING FEE DETAIL

Ticket Type Description	Tickets Sold TO/Gate	No Fee to Choice	Tickets Sold Online	No Fee to Choice
Disney - 10 shows	4,789		12,210	
OK Stage - 11 Concerts	201		1,360	
Rodeo - 2 Rodeos	2,087		1,892	
Mega	15,027		2,389	
Advance Gate	3,911		457	
Fair Gate - 11 days	93,899		0	
OLC - 3 days	1,303		604	
TOTALS	121,217		18,912	

ETIX TICKETING FEE DETAIL

Ticket Type Description	Tickets Sold TO/Gate	\$.10 per Ticket Fee	Tickets Sold Online	Online 10% of Ticket Value; Min. \$1/Max. \$5 Average Ticket Price Utilized for Fee Estimate*
Disney - 10 shows	4,789	\$478.90	12,210	\$40,659.30
OK Stage - 11 Concerts	201	\$20.10	1,360	\$4,080.00
Rodeo - 2 Rodeos	2,087	\$208.70	1,892	\$5,676.00
Mega	15,027	\$1,502.70	2,389	\$11,945.00
Advance Gate	3,911	\$391.10	457	\$1,371.00
Fair Gate - 11 days	93,899	\$9,389.90	0	\$0.00
OLC - 3 days	1,303	\$130.30	604	\$604.00
TOTALS	121,217	\$12,121.70	18,912	\$64,335.30

*Online Tickets fees were calculated on the average price of each ticket type to illustrate estimate; all online fees will be paid by customer.

SAFFIRE TICKETING FEE DETAIL

Ticket Type Description	Tickets Sold TO/Gate	\$.10 per Ticket Fee	Tickets Sold Online	Cap Limit \$2 Per Ticket (Online)*
Disney - 10 shows	4,789	\$478.90	12,210	\$24,420.00
OK Stage - 11 Concerts	201	\$20.10	1,360	\$2,720.00
Rodeo - 2 Rodeos	2,087	\$208.70	1,892	\$3,784.00
Mega	15,027	\$1,502.70	2,389	\$4,778.00
Advance Gate	3,911	\$391.10	457	\$914.00
Fair Gate - 11 days	93,899	\$9,389.90	0	\$0.00
OLC - 3 days	1,303	\$130.30	604	\$1,208.00
TOTALS	121,217	\$12,121.70	18,912	\$37,824.00

*Online Tickets Fees were calculated on the highest volume cap to illustrate maximum estimate; all online fees will be paid by customer.



April 13, 2020

Subject: Fair Meadows Contract Approval Request

Fair Meadows Simulcast would like to request approval for the following contracts to import the associated racetracks. The rate is subject to change pending contract negotiations. The previous year's rate agreement is listed below:

IMPORT	RATE
Arlington	4.0%
Canterbury	3.0%
Churchill	4.5%
Indiana Grand	3.0%
Louisiana Downs	3.25%
Prairie Meadows	3.0%
Presque Isle	3.25%
Gulfstream	6.0%
Laurel	4.75%
Monmouth	4.75%
Pimlico	4.5%
Belmont	7.0%
Delaware	4.25%
Delta Downs	3.25%
Evangeline	3.25%
Lone Star	3.25%
Thistledown	3.0%
Mountaineer	3.0%
Ruidoso Downs	3.0%
Woodbine	3.0%

Thank you,
Kyla Evans

FACILITIES LEASE AGREEMENTS

Lessee	Event	Facility & Rental Fee	Event Date(s)	No. of Events
Cox Media Group	Green Country Home & Garden Show	Exchange Center - \$2,520/per event day	01/29/21 – 01/31/21 07/23/21 – 07/25/21	10+
Aqua Haven	Pool & Spa Sale	Central Park Hall - \$7,200/per 3 day event	07/24/20 – 07/26/20	10+
Home Builders Association of Greater Tulsa	Tulsa HBA Trade Show	River Spirit Expo LL - \$8,140/per event day	08/21/20 – 08/23/20	10+



Real Entertainment. Real Events. Real Exciting!

MISCELLANEOUS CONTRACTS & AGREEMENTS

*All agreements are included in the *Copies of Miscellaneous Agreements* file that is contained within with the Board Packet email for review prior to the meeting.

Type	Company or Individual	Date & Amount
TSF 2020 Service Agreement	Gladstone, Inc. Showorks Software for Livestock	06/01/20 – 05/31/21 \$11,999
TSF 2020 Service Agreement	Fair Media Solutions, LLC Host media uploading and online judging services	01/01/20 – 12/31/20 \$2,295/for first 3,000 uploads; \$1 per every additional overage fee
TSF 2020 Entertainment Agreement	Back 40 Touring, Inc. Riley Green Oklahoma Stage	10/10/20 \$51,500
TSF 2020 Entertainment Agreement	The Agenda Stage West	10/01/20 \$500
TSF 2020 Entertainment Agreement	Str8ght Shot Stage West	10/02/20 \$500
TSF 2020 Entertainment Agreement	Weston Horn & The Hush Stage West	10/03/20 \$750
TSF 2020 Entertainment Agreement	The Imaginaries Stage West	10/04/20 \$750
TSF 2020 Entertainment Agreement	Ronnie Pyle & The Drivers Stage West	10/05/20 \$500
TSF 2020 Entertainment Agreement	Bad Decisions Stage West	10/06/20 \$500
TSF 2020 Entertainment Agreement	Fuzed Band Stage West	10/07/20 \$700
TSF 2020 Entertainment Agreement	Travis Kidd Band Stage West	10/08/20 \$500
TSF 2020 Entertainment Agreement	Jumpsuit Love Stage West	10/09/20 \$500



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TSF 2020 Entertainment Agreement	Empire Stage West	10/10/20 \$750
TSF 2020 Entertainment Agreement	Hispanic Band Stage West Stage East	10/04/20, 10/11/20 both stages \$2,050
TSF 2020 Entertainment Agreement	House Party Stage East	10/01/20 \$500
TSF 2020 Entertainment Agreement	Life of the Party Stage East	10/02/20 \$500
TSF 2020 Entertainment Agreement	Homeskillet Stage East	10/03/20 \$750
TSF 2020 Entertainment Agreement	Airtight Stage East	10/05/20 \$500
TSF 2020 Entertainment Agreement	Midas 13 Stage East	10/06/20 \$500
TSF 2020 Entertainment Agreement	The Fabulous Two Man Band Stage East	10/07/20 & 10/08/20 \$1,000
TSF 2020 Entertainment Agreement	Tom Basler Stage East	10/09/20 & 10/10/20 \$2,000
TSF 2020 Entertainment Agreement	Barrett Lewis Band Stage East	10/11/20 \$500
TSF 2020 Entertainment Agreement	FM Pilots Duo Acoustic Stage West	10/01/20 \$400
TSF 2020 Entertainment Agreement	Zene Smith Acoustic Stage West	10/02/20 \$400
TSF 2020 Entertainment Agreement	Jacob Dement Acoustic Stage West	10/03/20 \$400
TSF 2020 Entertainment Agreement	Brent Giddens Acoustic Stage West	10/04/20 \$400
TSF 2020 Entertainment Agreement	Laron Simpson Acoustic Stage West	10/08/20 \$400



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TSF 2020 Entertainment Agreement	Daniel Chesser Acoustic Stage West	10/09/20 \$400
TSF 2020 Entertainment Agreement	Chris Clark Acoustic Stage West	10/10/20 \$400
TSF 2020 Entertainment Agreement	The Travelers Acoustic Stage East	10/01/20 \$400
TSF 2020 Entertainment Agreement	Stephen Speaks Acoustic Stage East	10/02/20 \$400
TSF 2020 Entertainment Agreement	Alan Doyle Acoustic Stage East	10/03/20 \$400
TSF 2020 Entertainment Agreement	Acoustique by Franklin Acoustic Stage East	10/08/20 \$400
TSF 2020 Entertainment Agreement	Liz Moriando Acoustic Stage East	10/09/20 \$400
TSF 2020 Entertainment Agreement	Jake Flint Acoustic Stage East	10/10/20 \$400
TSF 2020 Entertainment Agreement	Mr. Myron Oliver Acoustic Stage East	10/11/20 \$400



Payment of Claims

Sunday, March 1, 2020 - Tuesday, March 31, 2020

<u>Date</u>	<u>Type</u>	<u>Check</u>	<u>Account</u>	<u>Payment</u>
03/13/20	Payment	0	Oklahoma Horse Racing Commission	183.00
03/19/20	Payment	0	OKLAHOMA TAX COMMISSION	11,767.23
03/19/20	Payment	0	OKLAHOMA TAX COMMISSION	8,046.26
03/16/20	Payment	0	American Express	6,497.16
03/06/20	Payment	173248	TCPFA*PETTY CASH	1,806.53
03/06/20	Payment	173254	A T & T	2,951.05
03/06/20	Payment	173256	ABC EQUIPMENT RENTAL, INC	206.88
03/06/20	Payment	173257	ALL MAINTENANCE SUPPLY	690.82
03/06/20	Payment	173258	AMERICAN SERVICES INC	359.00
03/06/20	Payment	173259	AMERIFLEX HOSE AND ACCESSORIES	553.95
03/06/20	Payment	173260	AUTO-CHLOR SERVICES LLC	100.00
03/06/20	Payment	173261	Autumn Sipe	15.16
03/06/20	Payment	173262	B2 VENTURES LLC	450.60
03/06/20	Payment	173263	BEN E. KEITH FOODS	67,104.88
03/06/20	Payment	173269	BLOSS SALES AND RENTAL	304.51
03/06/20	Payment	173270	BOK FINANCIAL,FBO TULSA COUNTY PEHP	4,905.96
03/06/20	Payment	173271	Broken Arrow Pride Band	7,028.60
03/06/20	Payment	173272	BROKEN ARROW PUBLIC SCHOOLS	126.88
03/06/20	Payment	173273	BROOKS GREASE SERVICE, INC	1,500.00
03/06/20	Payment	173274	Camfil USA Inc	956.04
03/06/20	Payment	173275	CASTERS OF OKLAHOMA, INC	182.20
03/06/20	Payment	173276	CHEROKEE PRIDE CONSTRUCTION	6,285.44
03/06/20	Payment	173277	CINTAS CORP	37.69
03/06/20	Payment	173278	COMMUNITY CARE HMO	94,230.70
03/06/20	Payment	173279	COX COMMUNICATIONS - TULSA	10,324.31
03/06/20	Payment	173280	DARR EQUIPMENT	107.60
03/06/20	Payment	173281	DELL MARKETING L.P.	248.88
03/06/20	Payment	173282	ECONOMY LUMBER COMPANY, INC	92.40
03/06/20	Payment	173283	EXPOSERVE MANAGEMENT CORP	20,604.45
03/06/20	Payment	173284	FIZZ-O WATER COMPANY	189.50
03/06/20	Payment	173285	GRAINGER, INC	296.32
03/06/20	Payment	173286	HEATWAVE SUPPLY COMPANY	467.27
03/06/20	Payment	173287	HERC EQUIPMENT RENTAL	356.00
03/06/20	Payment	173288	HOLDER'S, INC	66.00
03/06/20	Payment	173289	HUB INTERNATIONAL MID-AMERICA	8,061.00
03/06/20	Payment	173290	KELLYVILLE CHEER ASSOC	4,700.80
03/06/20	Payment	173291	LUXE ATHLETICS	446.80
03/06/20	Payment	173293	MALTSBERGER INDUSTRIAL PROPANE	572.00
03/06/20	Payment	173294	MDLIVE, Inc.	28.90
03/06/20	Payment	173295	MEEKS GROUP	4,382.99
03/06/20	Payment	173297	MERRIFIELD OFFICE SUPPLY	206.22
03/06/20	Payment	173298	MISS OKLAHOMA ORGANIZATION INC	160.00
03/06/20	Payment	173299	O'REILLY AUTO PARTS	982.26
03/06/20	Payment	173300	PETROLEUM MARKETERS EQUIPMENT CO OF TULS.	60.76
03/06/20	Payment	173301	PRO INSTITUTIONAL	613.74
03/06/20	Payment	173303	Riveted Church, Inc	114.70
03/06/20	Payment	173304	ROBERTS COMMUNICATIONS NETWORK	5,050.00

03/06/20	Payment	173305	SHERWIN WILLIAMS	600.64
03/06/20	Payment	173306	SHIRLEY'S EMPLOYMENT SERVICE INC	535.77
03/06/20	Payment	173307	SMITH FARM & GARDEN	22.89
03/06/20	Payment	173308	SOUTHERN TIRE MART, LLC	40.00
03/06/20	Payment	173309	SPORTECH INC	384.79
03/06/20	Payment	173310	STAND-BY PERSONNEL INC	7,742.19
03/06/20	Payment	173311	STUART C. IRBY COMPANY	1,120.00
03/06/20	Payment	173312	SUPREME ROOFING DONE RIGHT	2,300.00
03/06/20	Payment	173313	Team Freedom Baseball Organizaiton	476.34
03/06/20	Payment	173314	TENNANT COMPANY	504.16
03/06/20	Payment	173315	TNEMEC CO., INC	1,075.00
03/06/20	Payment	173316	TULSA GAS AND GEAR	482.28
03/06/20	Payment	173317	TULSA OVERHEAD DOOR CO.	1,356.00
03/06/20	Payment	173318	TULSA SHOOTOUT	2,793.14
03/06/20	Payment	173319	UNGERBOECK SYSTEMS INTL, INC	1,925.00
03/06/20	Payment	173320	Union Band Parents Club, Inc.	2,339.67
03/06/20	Payment	173321	United Ford	99.83
03/06/20	Payment	173322	UNITED REFRIGERATION, INC	69.14
03/06/20	Payment	173323	UNITED TOTE	27,331.67
03/06/20	Payment	173324	UTILITY SUPPLY COMPANY	250.10
03/06/20	Payment	173325	VERITIV	2,916.00
03/06/20	Payment	173326	Victory Christian Robotics	318.33
03/13/20	Payment	173327	ADVANCED INDUSTRIAL SOLUTIONS	1,576.52
03/13/20	Payment	173328	ALL MAINTENANCE SUPPLY	1,647.70
03/13/20	Payment	173329	ALLSTATE INSURANCE	132.01
03/13/20	Payment	173330	AMERICAN SERVICES INC	943.00
03/13/20	Payment	173331	AMERIFLEX HOSE AND ACCESSORIES	260.60
03/13/20	Payment	173332	AMTOTE INTERNATIONAL	1,644.45
03/13/20	Payment	173333	APS FIRE	4,791.76
03/13/20	Payment	173334	AUTOMATED MAIL SERVICE	186.90
03/13/20	Payment	173335	BEN E. KEITH FOODS	8,199.55
03/13/20	Payment	173337	BOKF NA FBO TULSA 401A	850.00
03/13/20	Payment	173338	BOKF NA FBO TULSA 457B	1,875.50
03/13/20	Payment	173339	BRADLEY'S LOCK & SAFE, INC	48.50
03/13/20	Payment	173340	BRADY INDUSTRIES OF KANSAS	665.76
03/13/20	Payment	173341	BROOKS GREASE SERVICE, INC	505.00
03/13/20	Payment	173342	CDW GOVERNMENT, INC	2,163.04
03/13/20	Payment	173343	CINTAS CORP	37.98
03/13/20	Payment	173344	CITY OF TULSA-UTILITIES	104.26
03/13/20	Payment	173345	DARR EQUIPMENT	786.90
03/13/20	Payment	173346	Dutton Consulting, LLC	14,583.00
03/13/20	Payment	173347	E.G. STAATS & CO., INC.	500.00
03/13/20	Payment	173348	ECONOMY LUMBER COMPANY, INC	92.40
03/13/20	Payment	173349	Employees' Retirement System of Tulsa County	17,474.78
03/13/20	Payment	173350	EQUIBASE	612.04
03/13/20	Payment	173351	EXPOSERVE MANAGEMENT CORP	18,517.40
03/13/20	Payment	173352	FASTENAL COMPANY	1,667.49
03/13/20	Payment	173353	FRONTIER PRODUCE INC	520.00
03/13/20	Payment	173354	GELLCO UNIFORMS AND SHOES, INC	629.96
03/13/20	Payment	173355	HEATWAVE SUPPLY COMPANY	759.10
03/13/20	Payment	173356	HUB INTERNATIONAL MID-AMERICA	525.00
03/13/20	Payment	173357	JIFFY LUBE	265.53
03/13/20	Payment	173358	JOE LAND CARPET CLEANING	355.40
03/13/20	Payment	173359	LOWE'S	308.08
03/13/20	Payment	173360	MCE CONSULTING LLC	12,500.00

03/13/20	Payment	173361	McKinney Food Services	500.00
03/13/20	Payment	173362	NATIONAL WASTE & DISPOSAL INC	5,543.60
03/13/20	Payment	173363	North American Midway Entertainment	500.00
03/13/20	Payment	173364	O'REILLY AUTO PARTS	440.79
03/13/20	Payment	173365	PARTYPRO RENTS	4,314.25
03/13/20	Payment	173366	Patrick Tenny	262.50
03/13/20	Payment	173367	PAYCHEX	400.00
03/13/20	Payment	173368	PEPSICO INC	18,052.83
03/13/20	Payment	173369	PHILADELPHIA INSURANCE CO	11,501.68
03/13/20	Payment	173370	PRO INSTITUTIONAL	258.00
03/13/20	Payment	173371	PUBLIC SERVICE COMPANY OF OKLAHOMA	85,212.31
03/13/20	Payment	173372	QUIKSERVICE STEEL CO	77.00
03/13/20	Payment	173373	Route 66 Chevrolet	65.20
03/13/20	Payment	173374	SAFFIRE EVENTS	500.00
03/13/20	Payment	173375	SHIRLEY'S EMPLOYMENT SERVICE INC	681.27
03/13/20	Payment	173376	STAND-BY PERSONNEL INC	3,754.19
03/13/20	Payment	173377	STUART C. IRBY COMPANY	1,215.50
03/13/20	Payment	173378	SUPERIOR LINEN SERVICES INC	1,396.52
03/13/20	Payment	173379	TASC	2,838.91
03/13/20	Payment	173380	THE DAILY RACING FORM	620.09
03/13/20	Payment	173381	TRIANGLE TALENT, INC	400.00
03/13/20	Payment	173382	TULSA AREA UNITED WAY	15.00
03/13/20	Payment	173383	TULSA CLEANING SYSTEMS	557.48
03/13/20	Payment	173384	Tulsa County IT Dept	1,424.23
03/13/20	Payment	173385	VEGA AND TREVINO	450.00
03/13/20	Payment	173386	VOYA - RELIASTAR LIFE INSURANCE	1,353.45
03/13/20	Payment	173387	WINFIELD SOLUTIONS LLC	1,759.14
03/13/20	Payment	173388	Xerox Corporation (IL)	781.85
03/19/20	Payment	173389	Keon'dra Logan	182.01
03/19/20	Payment	173390	Airgas USA, LLC	1,623.67
03/19/20	Payment	173391	ALL MAINTENANCE SUPPLY	55.44
03/19/20	Payment	173392	AMERICAN SERVICES INC	776.00
03/19/20	Payment	173393	ANHEUSER-BUSCH SALES TULSA	4,172.00
03/19/20	Payment	173394	ASSOCIATED PARTS & SUPPLY	550.00
03/19/20	Payment	173395	AUTO-CHLOR SERVICES LLC	122.95
03/19/20	Payment	173396	BEN E. KEITH FOODS	10,367.39
03/19/20	Payment	173398	Broken Arrow Pride Band	634.38
03/19/20	Payment	173399	Camfil USA Inc	897.72
03/19/20	Payment	173400	CASTERS OF OKLAHOMA, INC	197.85
03/19/20	Payment	173401	CITY OF TULSA-UTILITIES	28,538.63
03/19/20	Payment	173402	CLIFFORD POWER SYSTEMS	975.67
03/19/20	Payment	173403	COMPSOURCE OKLAHOMA	2,618.00
03/19/20	Payment	173404	COOP'S DRIVES, MOTORS AND CONTROLS	200.00
03/19/20	Payment	173405	DIPPIN DOTS INC.	7,537.20
03/19/20	Payment	173406	ECONOMY LUMBER COMPANY, INC	310.00
03/19/20	Payment	173407	EXPOSERVE MANAGEMENT CORP	528.18
03/19/20	Payment	173408	FASTENAL COMPANY	143.35
03/19/20	Payment	173409	FIZZ-O WATER COMPANY	5.15
03/19/20	Payment	173410	FRONTIER PRODUCE INC	333.00
03/19/20	Payment	173411	GELLCO UNIFORMS AND SHOES, INC	269.98
03/19/20	Payment	173412	GRAINGER, INC	456.48
03/19/20	Payment	173413	Gulf Coast Bank & Trust Company	589.76
03/19/20	Payment	173414	HEATWAVE SUPPLY COMPANY	301.69
03/19/20	Payment	173415	Jack Anthony	800.00
03/19/20	Payment	173416	KELLYVILLE CHEER ASSOC	1,743.98

03/19/20	Payment	173417	LOWE'S	249.44
03/19/20	Payment	173418	LUXE ATHLETICS	457.27
03/19/20	Payment	173419	MALTSBERGER INDUSTRIAL PROPANE	182.00
03/19/20	Payment	173420	MDLIVE, Inc.	51.00
03/19/20	Payment	173421	MERCHANT SERVICES OF OKLAHOMA	59.95
03/19/20	Payment	173422	OKLAHOMA NATURAL GAS	136.54
03/19/20	Payment	173423	O'REILLY AUTO PARTS	185.60
03/19/20	Payment	173424	OSU-OK Cooperative Extension Service	482.40
03/19/20	Payment	173425	PEPSICO INC	7,201.75
03/19/20	Payment	173426	POPCO DISTRIBUTING CO	4,724.32
03/19/20	Payment	173427	PRO INSTITUTIONAL	1,917.60
03/19/20	Payment	173428	Probst Communication Inc	3,103.55
03/19/20	Payment	173429	Riveted Church, Inc	159.50
03/19/20	Payment	173430	SHIRLEY'S EMPLOYMENT SERVICE INC	375.99
03/19/20	Payment	173431	SOUTHERN TIRE MART, LLC	312.50
03/19/20	Payment	173432	STANDARD DISTRIBUTING CO	986.28
03/19/20	Payment	173433	SUPERIOR LINEN SERVICES INC	553.58
03/19/20	Payment	173434	SWIFT SYSTEMS, LLC	336.58
03/19/20	Payment	173435	TCPFA*PETTY CASH	189.24
03/19/20	Payment	173436	Team Freedom Baseball Organizaiton	926.38
03/19/20	Payment	173437	TULSA SHOOTOUT	2,757.03
03/19/20	Payment	173438	Union Band Parents Club, Inc.	1,571.07
03/19/20	Payment	173439	VERITIV	479.12
03/19/20	Payment	173440	Victory Christian Center Inc	691.07
03/19/20	Payment	173441	Victory Christian Robotics	499.75
03/19/20	Payment	173442	Xerox Corporation (IL)	4,916.59
03/27/20	Payment	173443	ADMIRAL EXPRESS OFFICE SUPPLY	1,333.35
03/27/20	Payment	173444	EXPOSERVE MANAGEMENT CORP	80,884.68
03/27/20	Payment	173445	ADOBE INC	4,050.00
03/27/20	Payment	173446	AMERICAN ELECTRIC POWER	31.50
03/27/20	Payment	173447	ANCHOR STONE	162.72
03/27/20	Payment	173448	AUTO-CHLOR SERVICES LLC	312.55
03/27/20	Payment	173449	AUTOMATED MAIL SERVICE	160.06
03/27/20	Payment	173450	BOKF NA FBO TULSA 401A	850.00
03/27/20	Payment	173451	BOKF NA FBO TULSA 457B	1,875.50
03/27/20	Payment	173452	CENTERPOINT ENERGY INC	27,223.86
03/27/20	Payment	173453	CHEM SEARCH	2,961.18
03/27/20	Payment	173454	CINTAS CORP	18.99
03/27/20	Payment	173455	CITY OF TULSA-UTILITIES	21,475.93
03/27/20	Payment	173456	COMMUNITY CARE EAP	43.00
03/27/20	Payment	173457	COMMUNITY CARE HMO	1,426.94
03/27/20	Payment	173458	COMPSOURCE OKLAHOMA	3,031.12
03/27/20	Payment	173459	Convergeone, Inc	4,632.64
03/27/20	Payment	173460	COX COMMUNICATIONS - TULSA	331.89
03/27/20	Payment	173461	EKG Productions	500.00
03/27/20	Payment	173462	Employees' Retirement System of Tulsa County	17,866.35
03/27/20	Payment	173463	EXECUTIVE NETWORK TECHNOLOGIES INC	1,200.00
03/27/20	Payment	173464	FASTENAL COMPANY	219.45
03/27/20	Payment	173465	FIRST	8,814.75
03/27/20	Payment	173466	FIRST TEAM OUTDOOR VIDEO DISPL INC	1,900.00
03/27/20	Payment	173467	FRONTIER PRODUCE INC	180.25
03/27/20	Payment	173468	Gulf Coast Bank & Trust Company	1,612.39
03/27/20	Payment	173469	HERC EQUIPMENT RENTAL	4,965.00
03/27/20	Payment	173470	Imagenet Consulting LLC	267.75
03/27/20	Payment	173471	KELLYVILLE CHEER ASSOC	2,771.14

03/27/20	Payment	173472	KTUZ AM	1,700.00
03/27/20	Payment	173473	MCINTOSH SERVICES, INC	4,326.00
03/27/20	Payment	173474	MDLIVE, Inc.	35.00
03/27/20	Payment	173475	MEEKS GROUP	1,018.60
03/27/20	Payment	173476	MERRIFIELD OFFICE SUPPLY	502.33
03/27/20	Payment	173477	NCR	5,561.20
03/27/20	Payment	173478	OKLAHOMA NATURAL GAS	6,982.14
03/27/20	Payment	173479	PARTYPRO RENTS	791.75
03/27/20	Payment	173480	Patrick Tenny	3,787.50
03/27/20	Payment	173481	PRUE ATHLETICS	2,818.36
03/27/20	Payment	173482	PUBLIC SERVICE COMPANY OF OKLAHOMA	1,769.06
03/27/20	Payment	173484	Riveted Church, Inc	796.47
03/27/20	Payment	173485	ROBERTS COMMUNICATIONS NETWORK	5,050.00
03/27/20	Payment	173486	SHIRLEY'S EMPLOYMENT SERVICE INC	307.93
03/27/20	Payment	173487	STERICYCLE	6.77
03/27/20	Payment	173488	STUART C. IRBY COMPANY	3,896.50
03/27/20	Payment	173489	SUPERIOR LINEN SERVICES INC	902.49
03/27/20	Payment	173490	THE DAILY RACING FORM	178.67
03/27/20	Payment	173491	The Edwards Firm	6,000.00
03/27/20	Payment	173492	TULSA SHOOTOUT	3,100.33
03/27/20	Payment	173493	TULSA WORLD	170.24
03/27/20	Payment	173494	US BANK	4,575.00
03/27/20	Payment	173495	UTILITY SUPPLY COMPANY	279.25
03/27/20	Payment	173496	VERITIV	6,276.15
03/27/20	Payment	173497	Vertical Transport Advisors, Inc.	200.00
03/27/20	Payment	173498	YAMAHA MOTOR CORPORATION USA	3,550.89
03/27/20	Payment	173499	ANHEUSER-BUSCH SALES TULSA	1,727.60
03/27/20	Payment	173500	BEN E. KEITH FOODS	22,732.38
03/27/20	Payment	173505	BROOKS GREASE SERVICE, INC	425.00
03/27/20	Payment	173506	CROSSLAND CONSTRUCTION	3,522.00
03/27/20	Payment	173507	DUNHAMS ASPHALT SERVICES INC	3,594.77
03/27/20	Payment	173508	EVANS ENTERPRISES INC	395.00
03/27/20	Payment	173509	HAMBRICK-FERGUSON, INC	320.00
03/27/20	Payment	173511	SSI	395.94
Grand Total:				<u>956,946.67</u>

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and ACOUSTIQUE BY FRANKLIN ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Thursday, October 8, 2020 at 6pm & 8pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage East.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Thursday, October 8, 2020
 - c. 2 Special Event Parking Passes for use during performance days/times.
 - d. 5 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Franklin Birt

Address: 8271 South Yorktown AvenueAPT A, Tulsa, OK 74137

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Acoustique by Franklin

Mark Andrus, *President/CEO*

Franklin Birt

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and AIRTIGHT ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Monday, October 5, 2020 at 7pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage East.
 - b. The sum of \$500 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Monday, October 5, 2020
 - c. 5 Special Event Parking Passes for use during performance days/times.
 - d. 4 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Scott Musick

Address: 2517 West Greeley Street, Broken Arrow, OK 74012

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Airtight

Mark Andrus, *President/CEO*

Scott Musick

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and ALAN DOYLE ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Saturday, October 3, 2020 at 4pm, 6pm - 8pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage East.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Saturday, October 3, 2020
 - c. 2 Special Event Parking Passes for use during performance days/times.
 - d. 4 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Alan Doyle

Address: 1320 S Jamestown Avenue, Tulsa, OK 74112

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Alan Doyle

Mark Andrus, *President/CEO*

Alan Doyle



9601 Wilshire Boulevard
3rd Floor
Beverly Hills, CA 90210
USA
Phone: +1 310-859-4461
email: geh@wmeagency.com

RILEY GREEN

BACK 40 TOURING, INC

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 14 Apr 2020 between BACK 40 TOURING, INC (hereinafter referred to as "PRODUCER") furnishing the services of RILEY GREEN (hereinafter referred to as "ARTIST") and TULSA STATE FAIR/Karen Keith (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

TULSA STATE FAIR - OKLAHOMA STAGE
21st Street & Pittsburgh Avenue
Tulsa, OK 74114
USA

2. DATE(S) OF ENGAGEMENT:

Sat 10 Oct 2020

a. Number of Shows:

1

b. Show Schedule(s):

TBA: Doors

07:30 PM: RILEY GREEN, (60-75 min.)

TBA: Curfew

3. BILLING (in all forms of advertising):

An Evening With

4. COMPENSATION:

* \$50,000.00 USD (Fifty Thousand U.S. Dollars) flat GUARANTEE.

* REIMBURSEMENT(S):

\$1,500.00 USD for Hotels due: 10 Oct 2020

TOTAL \$ 51,500.00

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

Purchaser to provide and pay for sound and lights as required by Artist.

PURCHASER to provide and pay for backline, per ARTIST specifications.

Production Contact:

Dave Snowden

dsnowden@triangletalent.com

6. TRANSPORTATION AND ACCOMMODATIONS:

a) Air transportation: N/A.

b) Accommodations: N/A.

- c) Air freight and excess baggage: **ARTIST**
d) Ground transportation: N/A.
e) Meals and incidentals: **FAIR**
f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

**All changes made prior to signing
by either party.**

7. SPECIAL PROVISIONS:

* Fair will not announce until after Stillwater Date.

DATE HAS BEEN CANCELLED

Prior to announcing or scheduling on-sale dates, Purchaser must contact management Marisa Mineo (marisa.mineo@redlightmanagement.com) with advertising plan.

Artist shall not perform a publicly advertised engagement within 100 miles of the applicable Venue, for a period of 120 days prior to or 30 days after the performance of the Engagement at this applicable Venue.

Notwithstanding the foregoing, Artist shall NOT be precluded from performing the following:

- (i) private performances which are not publicly advertised and for which tickets are not sold to the general public;
- (ii) ~~charitable events or multi-Artist charity concerts;~~
- (iii) any non-performing appearances (whether public or private);
- (iv) radio and/or TV appearances or performances, including, without limitation TV specials, television news, talk shows, and award shows.

Producer/Artist will not authorize the advertising of a subsequent public performance by Artist to be held within such radius, until the completion of the Engagement at the applicable Venue herein, unless such Engagement is sold out or unless such advertising is approved by Purchaser.

Radius clause DOES NOT include OKC and Stillwater in June.

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof, **unless modified prior to signing. RB**

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. **DEPOSIT** in the amount of shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC (No Deposit.)

All deposit payments shall be paid via certified or cashier's check sent to: **No Deposit**

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Gayle Holcomb
9601 Wilshire Boulevard
3rd Floor
Beverly Hills, CA 90210
USA

OR via bank wire as follows:

CITY NATIONAL BANK
400 North Roxbury Drive
Beverly Hills, CA 90210

Account Name: WME Entertainment, LLC
Account Number: 113147172
ABA Number: 122016066
SWIFT: CINAUS6L
ORG: Tulsa State Fair / REF: Riley Green / Oct 10, 2020
WME booking code: PAB 925273

Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name
(as sender), name of the artist, start date of the Engagement(s).

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

☒ Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

☒ In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sat 10 Oct 8:00 PM	350 (other)	\$35.00	0	0	350								\$35.00	\$12,250.00
	4,500 (other)		0	0	0									
	4,850		0	0	350									\$12,250.00

SCALING NOTES:

Scaling Breakdown: TBD

Tickets include Fair Admission

350 tickets are sold and given to Radio for \$35.00. ARTIST to receive 20 of these tickets.

ADJUSTED GROSS POTENTIAL:	\$12,250.00
TAX:	
NET POTENTIAL:	\$12,250.00

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Hotels	\$1,500.00				
Expense Totals:	\$1,500.00				

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:

Artist sells; CD/DVD: 90.00% of proceeds to ARTIST. MFN. Includes Books.

Artist sells; T-Shirts/Soft: 80.00% of proceeds to ARTIST. MFN.

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

TULSA STATE FAIR
Karen Keith
4145 East 21st Street
Tulsa, OK 74114
USA

Care of: Dave Snowden
Triangle Talent, Inc.
10424 Watterson Trail
Louisville, KY 40299
USA

By:

BACK 40 TOURING, INC
Fed ID: 81-3443352

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Holcomb

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- ~~(4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.~~ **AB**

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall 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 and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, ~~there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement.~~ Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), ~~then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.~~ PURCHASER'S AB

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, ~~epidemic~~ act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement, or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

G. PRODUCER'S RIGHT TO CANCEL

~~PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.~~

H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, ~~PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.~~ AB

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement ~~and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement;~~ and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement. AB

(2) If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, ~~and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory,~~ PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement ~~and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement;~~ and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement. AB

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop-gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein. *Fair is part of Tulsa County Bar. Can not adhere*

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER. AB

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable 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 PRODUCER to PURCHASER hereunder. In the event of 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.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in

~~connection with Purchaser's affairs; or (v) any other person or entity, if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.~~ AB

(5) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement. OKLAHOMA

(6) This Agreement shall be construed in accordance with the laws of the State of ~~California~~ applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in ~~Los Angeles County in the State of California~~ in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in ~~Los Angeles County in the State of California~~ and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, ~~AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.~~ AB

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Back 40 Touring Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

33 Music Square West Suite 102B

6 City, state, and ZIP code

Nashville, TN 37203

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 1 - 3 4 4 3 3 5 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1/3/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**RILEY GREEN
FULL PRODUCTION CONCERT RIDER**

PART A – SIGNATURE PAGE

This concert rider (Rider) shall be attached to and made part of the contract (Contract) for services between TULSA STATE FAIR (Purchaser), and BACK 40 TOURING, Inc. (Federal Tax ID# 81-3443352) (Producer), furnishing the services of RILEY GREEN (Artist), as it pertains to the engagement described in the Contract (Performance) to be held at TULSA, OK (Venue) on 10/10/20 (Date). Producer agrees to furnish and Purchaser agrees to accept for the engagement hereunder the services of Artist upon all the following terms and conditions. References to the Contract shall include this Rider in all instances. To the extent this Rider conflicts with the terms and conditions contained in the Contract or any other contract, the terms and conditions contained in this Rider shall control. Please understand that the items required below are necessary for Artist to provide the best possible show for Purchaser and their patrons. In order to fully understand Artist's production, please examine all parts of this Rider. Please note and understand: Initialing any of the sections to follow indicates that Purchaser fully understands each requirement described and will fulfill these requirements. Failure to provide initials will constitute Purchaser's acceptance of all conditions set forth on said page. It is understood and agreed that there are to be no additions or alterations made to this Rider without the prior written consent of Artist's management (Management), which approval may be withheld for any reason. All questions may be directed to Management.

Please read this Rider carefully, sign the Rider, make a copy for yourself, and return the completed original either electronically or physical copy to:

William Morris Endeavor

1201 Demonbreun Street Nashville, TN 37203

Attn: Austin Neal

*ALL CLAUSES MADE
PRIOR TO SIGNING
BY EITHER PARTY.*

WE, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE CONTENTS OF THE RILEY GREEN 2018 RIDER AND ACCEPT THE RESPONSIBILITY OF FULFILLING THE REQUIREMENTS IN EACH OF THE SECTIONS HEREIN.

PURCHASER ACCEPTED AND AGREED TO:

PRODUCER ACCEPTED AND AGREED:

BY: _____

o/b/o: BACK 40 TOURING, INC
f/s/o RILEY GREEN

DATE _____

DATE _____

RILEY GREEN – TOUR RIDER

Initials _____

PART B – CONTACTS PAGE

The purpose of this Rider is to assure Purchaser, Artist and the audience the most professional Performance situation possible. Please be aware Artist is visiting many types of venues. Some requirements may need to be adjusted. Please have Purchaser's technical representative go over this Rider with Artist's production manager. For any questions, the following people are Purchaser's contacts for Artist.

MANAGEMENT

Zach Sutton
Red Light Management
615-279-3784
1101 McGavock St, Ste 300
Nashville, TN 37203
Zach.Sutton@redlightmanagement.com

Daniel Miller
Fusion Music Management
615-714-5174
1214 16th Ave. S
Nashville, TN 37203
daniel.miller@fusionmusicmgmt.com

Tour Marketing / Ticketing

Marisa Mineo
615-279-3784
Marisa.Mineo@redlightmanagement.com

BOOKING AGENCY

Austin Neal
William Morris Endeavor (WME)
1201 Demonbreun Street
Nashville, TN 37203
615-963-3322
ACN@wmeagency.com

TOUR MANAGEMENT

Jim Prisco
619-794-5307
jpriscotm@gmail.com

PRODUCTION MANAGEMENT

Jim Prisco
619-794-5307
jpriscotm@gmail.com

Harrison Klein – Associate Manager
Red Light Management
harrison.klein@redlightmanagement.com

BUSINESS MANAGEMENT

Becky Harris
Huskins - Harris Business Management
PO Box 22972
Nashville, TN 37202
615-256-1207
bharris@huskins-harris.com

Jill Curry
jcurry@huskins-harris.com

PUBLIC RELATIONS

Rachel Wendler
615-846-7670
rachel.wendler@bmlg.net

PART C – BUSINESS RIDER

1. GENERAL CONDITIONS

- A. This Contract is for the services of Artist.
- B. The offer presented by this Contract shall, at Producer's election, be deemed withdrawn if not signed and returned by Purchaser within ten (10) days after the date of issue. If the Contract is signed and returned along with this Rider (1) without the applicable deposit in the form or a wire transfer in accordance with the procedure set forth below, or (2) altered in any way without Producer's written consent, the same election shall be available to Producer. However, if the Contract is signed by Purchaser and is returned unaccompanied by appropriate payment, Producer may elect to consider the Contract binding upon Purchaser, and Producer shall be entitled to pursue all remedies available hereunder.
- C. In the event of a material breach of default of the Contract by Purchaser or in the event of Purchaser's insolvency, Producer shall thereupon be excused from further performance under this Contract and Producer shall then have the right (in addition to any other remedies available to Producer) to retain as liquidated damages any amount(s) theretofore paid to Producer hereunder.
- D. Whenever the terms "approval" or "consent" are used herein, they refer (unless specifically provided otherwise) to the approval of Producer's specified representative in advance of the Performance. Unless otherwise expressly provided:
- i. all approvals and consents must be obtained in writing, in advance, and
 - ii. approval or consent may be withheld in the sole discretion of the person(s) whose approval or consent is required. ~~Failure to obtain any required approval or consent shall constitute a material breach of this Contract by Purchaser.~~ AB
- E. The term "Venue" includes the entire premises upon which or within which the site of the Performance is located, including, but not limited to storage areas, all parking areas, load-in/load-out sites and all public walkways leading to and from the building.
- ~~F. Whenever Purchaser is stated to be "responsible" for or to have "responsibility" for any aspect of this Contract, or in any instance in which Purchaser is required to provide or pay for any service or facility, Purchaser shall indemnify Producer and Artist and hold Producer and Artist, and their respective present and future members, employees, officers, agents, affiliates, representatives, contractors, principles, licensees, musicians, crew, attorneys, accountants, successors and substitutes (Producer Parties) harmless from and against any and all loss, damage, liability or expense from any failure on the part of Purchaser to discharge such responsibility, or to provide or pay for such service or facility.~~
- ~~G. Despite anything to the contrary and in addition but not in limitation of all things contained in the Contract, Purchaser and Producer agree as follows:~~
- ~~i. Purchaser agrees to hold the Producer Parties harmless from and against any and all liability, damage, cost or expense (Loss) in connection with or growing out of any claim whatsoever of injury, loss or damage to person or property, resulting from the activities, inactivity, negligence, willful misconduct, omissions or intentional acts of Purchaser, the Venue and their respective employees, agents, officers, directors, contractors, affiliates, representatives, concessionaires, suppliers of material or furnishers of services.~~
 - ~~ii. Purchaser agrees to hold the Producer Parties harmless from and against any Loss in connection with or growing out of any claim whatsoever of injury, loss or damage to person or property (including slip and fall claims and liquor and alcohol liability claims), intentional or otherwise, resulting from or related to the vending, consumption or transportation of food, beverages, or any other concessions.~~

Against public policy : Oklahoma Law

- iii. Purchaser agrees to hold the Producer Parties harmless from and against any Loss in connection with or growing out of any claim whatsoever of injury, loss or damage to person or property, intentional or otherwise, resulting from or related to any activities of any kind which occur in the parking areas.
- iv. Purchaser agrees to hold the Producer Parties harmless from and against any Loss in connection with or growing out of any actual or claimed violations of any and all Federal, State and local laws and regulations, including but not limited to, all WISHA, all Americans with Disabilities Act requirements and fire code and safety standards. Purchaser will also be solely responsible to OSHA or other agency or under law to provide all necessary and related safety equipment to be in compliance with said Federal, State and local laws and regulations.
- v. Purchaser agrees to hold the Producer Parties harmless from and against any Loss in connection with or growing out of any claim whatsoever of injury, loss or damage to person or property resulting from any actual or claimed defect or deficiency in the Venue construction, water supply systems, heating and cooling systems, gas system, electrical system, telephone system, fire or emergency alarm or other systems (including sprinklers), or resulting from any force majeure event, or any weather related issue.
- vi. Purchaser warrants that the Venue is fit for the purpose of housing a very loud musical concert performed on a large stage before a very large and enthusiastic audience. Purchaser further warrants that there are no defects, deficiencies or problems related to, directly or indirectly, the Venue construction, water supply systems, heating and cooling systems, gas system, electrical system, telephone system, fire or emergency alarm or other systems (including sprinklers), parking areas.
- vii. Purchaser agrees that Producer will not be liable for normal wear and tear to the Venue.
- viii. Purchaser agrees that all illuminated advertisements and signs within the Venue will be turned off during the Performances, not including any emergency exit signs and warnings, which Purchaser warrants will be good working order.
- ix. In the event of an alleged material breach of this Contract by Producer and/or Artist, Purchaser agrees that the maximum damages which Purchaser may seek to recover will be limited to necessary out of pocket third party expenses directly incurred by Purchaser related to the Performance, taking into account any amounts that Purchaser recovered or could have recovered using its best efforts to mitigate its damages whether through insurance or otherwise. Notwithstanding the foregoing, Purchaser shall not be entitled to recover any alleged lost profits, consequential or similar damages.

2. BILLING / ADVERTISING / PUBLICITY IMAGES

A. No advertising and promotional material may be issued prior to Purchaser's receipt of the signed Contract from Producer. If Purchaser advertises prior to receipt of the signed Contract by Producer, Purchaser shall nonetheless be deemed to have entered into the Contract and to have consented to and to be bound by all the terms and conditions of the Contract including the Rider. Furthermore, such advertising shall be deemed a default of the Contract entitling Producer to cancel the Contract, and further, to pursue all remedies available to Producer.

B. All advertising is under direct supervision and control of Producer.

C. Artist shall receive one-hundred percent (100%) sole headline billing marquee in any and all publicity releases and paid advertising including, but not limited to, radio and television spots, programs, flyers, signs, lobby boards, and marquees. Artist's name must appear on all marquees or signs at the Venue on the day(s) of the Performance(s). No other name or photograph shall appear in larger type with respect to size, thickness, boldness, and prominence of type accorded Artist and shall be subject to Producer's prior written approval.

- D. Purchaser will not permit or authorize the name of Artist to be used or associated, directly or indirectly, with any product, service or cause, without Producer's express prior written consent.
- E. There shall be no signs, placards, banners or any advertising materials on or within fifty (50) feet of the stage, nor shall Artist's name be used or associated, directly or indirectly, with any product, service or cause, without Producer's prior written consent
- F. Purchaser must submit a media plan, including all advertising buys in NET ad dollars on a professional and organized Excel grid. Please contact Marisa Mineo at Red Light Management.
- G. Purchaser may use only images and publicity material approved by Management for all promotional uses including publications and/or advertisements. Please coordinate pre-sale and on-sale in advance with Purchaser's tour marketing representative at Management. All Management-approved images can be accessed via the promoter website. Producer shall have final approval over all advertising in any form whatsoever, and the advertising budget used in conjunction with the Performance.
- H. Purchaser warrants that in any and all commercial radio and television advertising, Artist's name will be mentioned first when playing with other performers. In addition, background music for the entire ad shall consist entirely of cuts from Artist's albums, which have been approved by Producer.
- I. Purchaser agrees to advertise and promote the Performance in advance in a manner so as to maximize ticket sales.
- J. Except as expressly provided otherwise in the Contract, Purchaser shall not represent nor permit representation to be made that the Performance is co-promoted or co-sponsored by any third party or by any commercial product, service or cause (including without limitation any newspaper, radio station or television station), nor shall there be any sign, banner or material, advertising any commercial product by or near the stage at any time while the audience is in the Venue, nor shall any such advertising appear on tickets, flyers, handbills or posters.

3. INTERVIEWS & APPEARANCES / MEDIA REQUESTS

- A. Producer shall have the right of advance approval, in writing, of any and all radio, television, newspaper, electronic media, and/or magazine interviews made in conjunction with Performance. Purchaser further agrees not to commit Artist to any personal appearances, interviews, photos, meets and greets, or any other type of promotional appearance, product endorsement or sponsorship without prior written consent of Producer. This includes the designation of any radio station as the "presenting" or "welcoming" station, which must be approved by Producer in advance of the placement of any advertisements or going on sale. ALL radio interviews are cleared through Purchaser's marketing contact at Management.
- B. All television/print interviews, and television film crews must be cleared through Management. Professional photographers covering the Performance must be approved in advance by Management, and will be issued a photo pass upon arrival at the Venue. Audio feed from the console will not be provided.

4. BROADCAST / REPRODUCTION

- A. No professional cameras, audio, or video recorders shall be allowed in the Venue and legible signs must be posted at each entrance of the Venue, stating that the foresaid equipment is not allowed in the Venue. Purchaser shall inform the Venue security and ushers of this requirement during the pre-show security meeting and use reasonable best efforts to eliminate the use of these items.
- B. Professional photographers covering the Performance shall be approved in advance by Management, and will be issued a "photo" access pass upon arrival at the Venue. Professional Photographers will be given instructions on where and when they can shoot by Management once their pass is approved.

C. Recording, videotaping, filming, or broadcasting of the Performance is strictly prohibited without the written permission of Artist and Management.

5. RADIO STATION CO-PRESENTS

When Artist is headlining, all radio station co-promotions shall be approved by Producer's tour marketing contact at Management.

6. ANNOUNCE & ON SALE

Purchaser's announce and on sale dates for ticket sales to the Performance must be approved in advance by Purchaser's tour marketing contact. All ticket inventory for the Performance is under the control of Producer, and Purchaser must review all seating and ticketing plans with Producer prior to going on sale.

7. PROMOTIONS

Giveaways, promotions and contests must be approved by Purchaser's tour marketing contact phone number inserted. Please refer to the promoter site for promo ideas and radio forms. Purchaser's tour marketing contact can set Purchaser up with access to the promoter site, which has detailed information on promos, advertising and press materials.

8. TICKETING

A. All prices for tickets, the scaling of the house, and any and all discounting of tickets must be approved in advance by Producer.

B. Purchaser agrees not to discount tickets or to offer tickets as a premium without obtaining express written approval from Producer. If Purchaser sells or distributes such premium tickets without prior approval of Producer or sells or distributes any tickets in excess of the number printed, Purchaser shall be liable to Producer for the highest ticket price of each ticket sold or distributed.

C. All tickets to be withheld from public sale shall be controlled and handled exclusively by Producer. Prior to the commitment to the tour date questions and requests regarding such tickets shall be directed to Producer.

D. Purchaser shall place all tickets on sale at the same time and on the same day at all ticket outlets approved in advance by Producer.

E. Purchaser shall adhere to Producer's direction with respect to ticketing policy issues; i.e., maximum tickets sold per customer, withholding of certain seats from phone or internet sales, etc.

F. No one will be granted entrance or access to the Venue with anything other than a ticket specifically printed for the Performance, per the terms of the Contract. No guest lists will be accepted. All tickets must be torn in half (ticket drop method) as customers enter the Venue and one-half deposited in a clean ticket stub container and all such ticket halves must be retained and presented to Producer when requested; provided however that the foregoing shall not apply if the Venue uses electronic or similar scanning devices. Producer shall have the right to place representatives at each and every point of entry to the Venue to observe, inspect and count all persons entering the Venue.

G. Purchaser warrants and agrees that prior to settlement, Purchaser will disclose to Producer all internal fees, commissions, rebates and any other form of compensation which Purchaser directly or indirectly receives or benefits from Ticketmaster, any other ticketing agency, the Venue, and any other source. Failure to disclose any such compensation arrangements to Producer will constitute a material breach of this Contract.

H. Purchaser agrees to contact Producer every Monday and Friday prior to the Performance and provide Producer with accurate ticket sales figures, which shall include the number of tickets sold and gross dollar sales.

To
BE
Added

SEE FACE OF CONTRACT

only
350
tickets
sold
4000
free

- I. Purchaser shall have each ticket marked with a notice of a film, television and video production, as applicable.

9. ADMISSIONS TO PERFORMANCE

No discrimination by reason of race, gender, age (except where required by law or ordinance), religion, color, creed, country of national origin, orientation or the elements thereof shall be permitted or authorized by Purchaser in connection with the sale of tickets, admission to, seating or accommodation at the Performance. In addition, Purchaser must provide an easily accessible area where ticketholders in wheelchairs or who are physically handicapped, plus ticketed attendants, can view the Performance without obstruction. Every ticket purchaser must present a ticket for admission. Purchaser must account for every seat on the ticketing manifest.

10. OBSTRUCTED OR LIMITED VIEW SEATING

No sale of any seats, which are located on the side or behind the stage, shall take place without the prior written consent of Producer. In the event consent is granted for the sale of such seats, Purchaser agrees to advise each and every buyer of the location of the seats prior to the sale and each ticket shall be clearly marked as an "Obstructed View" or "Limited View" seat.

11. COMPLIMENTARY TICKETS

Purchaser shall provide Producer with at least THIRTY (30) complimentary tickets and/or cover charges, if applicable, per show segment of Performance. The location of these seats shall be coordinated with Management in advance per Ticketing Addendum. Any unused tickets will be returned and placed on sale the day of the Performance.

12. PAYMENT

- A. Final payment to Producer for the Performance shall be made, in full, to Producer's representative in the form of ~~cash, certified check or cashier's check~~ to:

BACK 40 TOURING, Inc.
Federal Tax ID# 81-3443352

FAIR check

- NA* B. In case payment hereunder in whole or in part, is based on a percentage of gross admission receipts (Percentage Basis), then such gross admission receipts shall be computed on the actual full admission price and no one authorized by Purchaser shall be allowed into any part of the Venue without a ticket for free without Producer's prior written consent, with exception of Artist's complimentary tickets.

- C. In case of Percentage Basis, Purchaser agrees to have on hand, at the place and time of the Performance, for counting verification by Artist's representative, all unsold tickets. Except as hereinabove provided for, Producer shall be compensated for all seats shown as complimentary tickets. Unless an unsold ticket is shown to Artist's representative, it shall be deemed that Purchaser has sold a ticket for that seat at the highest price for which that seat could have been sold.

13. PERCENTAGE OF PROFIT AND SETTLEMENT PROCEDURE

- NA* A. "Gross Receipts" shall mean 100% of all monies and/or other revenue from the sales of tickets for admission to the Performance hereunder whether sold through the Venue's box office or through outlets other than its box office after deduction of only federal, state and local sales and/or excise taxes, if any.
- B. Purchaser agrees to give Producer the right to enter the box office at any time (before, during and after the Performance(s) hereunder and to examine and make extracts from the box office records of Purchaser and the Venue relating to the Gross Receipts of the Performance hereunder. Purchaser also agrees to furnish to Producer prior to intermission, a written box office statement, certified and signed by Purchaser and have on hand all unsold tickets at the place of Performance the night of the Performance for counting and verification by Producer.

RILEY GREEN - TOUR RIDER

Initials _____

C. ~~Purchaser will present to Producer on the day of the Performance hereunder, prior to the opening of the box office, a copy of the certified ticket manifest evidencing total to date tickets sold, unsold and tickets listed as comps or kills by price point and a list of all Performance expenses actually incurred to date certified and signed by Purchaser. Purchaser further agrees to supply to Producer upon request a copy of the certified ticket manifest at any time or interval prior to and directly after the Performance hereunder.~~

D. ~~Producer shall be compensated on the basis of all tickets printed per printer's manifest, less the number of unsold tickets. If Purchaser shall violate any of the preceding provisions of this paragraph, then in addition to all other rights herein and under the law, it shall be deemed that Purchaser has sold a ticket for each seat in the Venue (and any permitting standing room) at the highest price for which the Venue is scaled.~~

E. ~~All Percentage Basis payments provided for in the Contract shall be paid in accordance with the terms herein upon "settlement" with the box office for each Performance. To remove all doubt, under no circumstances shall any merchandise charges or costs be deducted from Gross Receipts.~~

F. ~~Purchaser represents and warrants it has given a good faith estimate of Purchaser's direct concert expenses to Producer, which estimate is a true representation of Purchaser's best efforts to determine the costs incurred by Purchaser in the production of this Performance.~~

N/A
G. ~~Purchaser shall submit to Producer's representative, for verification, a signed written statement from Purchaser together with the original invoices for each expense incurred by Purchaser including, without limitation, the costs of advertising, promotion, publicity, flyers, posters, catering, security, stagehands, truck loaders, electrician, support acts (if any), insurance, follow spots and operators, furniture, telephones, transportation, rent, supplemental production (if any) and other legitimate expenses actually expended by Purchaser in the presentation of the Performance hereunder. No deduction of expenses shall be made from Gross Receipts unless Purchaser shall certify and submit to Producer an original signed bill or statement from the Producer, person, organization, etc. providing the service or product in question related to the Performance, and Producer agrees in writing that such expenses are legitimate direct concert expenses which should be deducted from Gross Receipts. Purchaser shall also provide a final certified invoice or statement from the Venue manager stating the conditions set forth herein have been complied with and stating the amounts paid for Venue rental and expenses paid to the Venue. Producer's representative may attend any so called "Venue settlement" which occurs between Purchaser and representative(s) of the Venue for the Performance hereunder. At such time as all expenses have been submitted for inclusion in the settlement, all expenses will be compared with the written list of estimated expenses previously submitted by Purchaser with the Contract offer and all expenses in excess of such pre-submitted estimated expenses must be justified to the absolute satisfaction of Producer's representative or they will not be included in the expenses attributable to this Performance for the purpose of computing the percentage of profit and will be, therefore, Purchaser's sole responsibility and expense. Only after final verification by Producer's representative, shall any direct concert expenses be authorized for inclusion in the settlement for the Performance hereunder.~~

H. ~~All invoicing presented at the time of settlement for payment must be the original invoice and must contain the following information:~~

i. ~~Gross, net and commissionable or discountable amounts~~

ii. ~~A notarized affidavit of performance (through 2 days prior to the Performance stating dates run, times run, and contract rates);~~

- iii. ~~Co-presents or station promotion packages must be detailed in letter form by station officials and notarized; An invoice number, date and Producer listed as the client;~~
- iv. ~~Purchaser/agency orders and/or insertion orders are not acceptable for payment approval.~~
- v. ~~Original tear sheets indicating dimensions of ads and rate per square inch must accompany all invoicing for print advertising. Purchaser will notify all radio stations' traffic and accounting offices that all electronic media buys placed by promoters or advertising agencies for all of Artist's tour dates are to be treated as co-op purchaser and payments.~~
- vi. ~~Piggyback or dual talent spots will not be allowed for payment. Producer may contact each advertising station in advance of the Performance, to verify spot rate, spot frequency and promotion tie-ins. Only these radio spots that are approved by Producer are allowed for payment.~~
- i. ~~All tickets and unsold tickets (deadwood) shall be retained by Purchaser for a period of ninety (90) days after the Performance concluded, during which time Producer shall have the right to count and examine such ticket stubs and unsold tickets. Further, for a period of one year after the Performance concluded, Purchaser shall maintain and Producer shall have the right to inspect the books and records of Purchaser with respect to the Performance.~~

14. FORCE MAJEURE

- A. ~~Producer's obligation to furnish Artist is subject to postponement or cancellation by reason of an event of force majeure. The term "force majeure" includes but is not limited to illness, sickness, injury, detention resulting from the inability to obtain or interruption in or delay of reasonable means of transportation, riots or other manifestations of civil strife, wars, emergencies, strikes or other forms of labor difficulties, epidemics, an act, regulation or order of any public authority, public bureau or court, acts of god, and/or similar or dissimilar causes beyond Producer and/or Artist's control including weather conditions that Producer in good faith determines will render the Performance impossible or infeasible, dangerous, hazardous or unsafe.~~ *producers obligations herein*
- B. ~~In the event of any event of force majeure that could result in damage to the person or property of Artist or Producer, their personnel or the audience as determined by Producer in its absolute discretion, then Producer and Artist shall be excused from performing hereunder, without any liability to Purchaser. In the event of an event of force majeure, it is understood and agreed that there shall be no claim for damages by Purchaser and Purchaser shall bear its own costs attributable to the cancelled Performance, and Producer and/or Artist's obligations as to the Performance(s) shall be deemed waived. In the event of such non-performance for any event of force majeure, if Artist is ready and able to perform, Purchaser shall pay the full compensation hereunder, otherwise, the monies (if any) advanced to Producer hereunder, shall be returned on a pro-rata basis.~~ *In the event of force majeure it is agreed & understood there should be no claim of damages purchaser, producer or Artist: each shall bear its own cost attributed to the canceled performance.*

15. INCLEMENT WEATHER

~~Notwithstanding anything contained herein, inclement weather rendering a Performance impossible or infeasible shall not be handled in the above manner with respect to the financials, and payment of the guaranteed compensation shall be made even if the Performance(s) are prevented by such weather conditions. Producer shall have the sole right, in their discretion, to determine whether any such weather conditions (such as without limitation, rain, snow, sleet, lightning, excessive wind or temperature below 40 degrees), shall render the Performance(s) impossible, dangerous, hazardous or unsafe to Artist. The foregoing notwithstanding, Purchaser shall be solely responsible for the safety and wellbeing of the audience and all other individuals with respect to weather conditions throughout the Performance.~~ *reasonable*

16. CANCELLATION

Producer reserves the right to cancel the Performance(s) hereunder without any liability to Purchaser and/or any of Purchaser's personnel prior to the Performance by written notice to Purchaser. If Purchaser cancels the Performance, all deposits are non-refundable without prejudice to Producer's claim to the balance of the compensation due plus damages and other remedies under law or equity. Artist agrees to make best efforts, within the existing schedule, to make up dates cancelled, as feasible.

17. TERMINATION

Producer may terminate this Contract upon notice given at any time if:

- A. Artist, any family member of Artist, any band member, or key personnel contracted for the Performance shall die, become ill or incapacitated for any reason.
- B. In Producer's judgment, the Performance may directly or indirectly expose Artist, any band member, any employee of Producer, and person contracted by Producer or any portion of the audience to danger of death or injury or civil strife of any kind; or by reason of any threat or outbreak of violence.
- C. The Performance shall expose Artist or any band member, or Producer's employees, agents or independent contractors, to civil or criminal proceedings of any kind.
- D. If this Contract is terminated by Producer for any of the aforesaid reasons, then as Producer's sole obligation, Producer agrees to refund to Purchaser any deposits paid by Purchaser directly to Producer pursuant to this Contract, and Producer shall not be liable to Purchaser for any other loss, damage or expense claimed to have been suffered by Purchaser as a result of such termination.

18. INSURANCE

A. Purchaser agrees and will provide Producer with a certificate of insurance evidencing the following:

- i. Comprehensive commercial general liability insurance having a current A.M. Best's rating of not less than A Excellent, including, without limitation, coverage to protect against any and all bodily injury, property damage, personal injury, liquor liability, claims related to The American Disabilities Act and third party claims to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by Producer and/or its employees, contractors and agents. Such liability insurance shall be in the amount required by the Venue, but in no event shall have a limit of less than Five Million Dollars (\$5,000,000.00) combined single limit for bodily injury and property damage per occurrence with any deductible to be paid by Purchaser. Said insurance shall also provide public liability insurance coverage to protect against injuries to persons and/or property as a consequence of the installation and/or operation of the equipment provided by Producer, their employees, contractors and agents.
- ii. Excess liability umbrella insurance having a current A.M. Best's rating of not less than A Excellent. Such umbrella insurance shall be in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and not less than Five Million Dollars (\$5,000,000.00) in the aggregate per Performance.
- iii. Product liability insurance having a current A.M. Best's rating of not less than A Excellent. Such product liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate per Performance.
- iv. A policy of Workman's Compensation covering all of its employees or third-party contractors. The Worker's Compensation Insurance should be shown on the required Certificate of Insurance.
- v. Full insurance coverage for all equipment provided by Producer, their employees, contractors and agents, against fire, theft, riot or other type of act that would cause harm or damage to the equipment.

RILEY GREEN - TOUR RIDER

Revised 09/01/2019

*FAIR is a division
of Tulsa County GOVT.
AND CAN NOT AGREE*

Initials _____

B. ~~All of the required insurance shall be in full force and effect at all times Artist or any of Artist's or Producer's employees, agents or independent contractors are in the place of the Performance.~~

C. ~~Certificates of insurance acceptable to Producer showing the coverages listed above shall be furnished by Purchaser to Producer at least fourteen (14) days prior to the first Performance and shall be sent to:~~

~~jcurry@huskins-harris.com
Huskins-Harris Business Management
33 Music Square W STE 102-B
Nashville, TN 37203
615-256-1207
Fax: 615-256-6455~~

D. ~~Producer, Artist and their employees, directors, officers, principals, representatives, shareholders and agents for the Performance, William Morris Endeavor, shall be listed as additional insureds under such insurance and this shall be indicated on the pertinent certificates of insurance. If said certificates of insurance are not received by Producer prior to the required date, then Producer at its election, may terminate the Performance(s) without any liability to or on behalf of Purchaser. If Producer elects to perform and the certificates of insurance, in whole or part, had not been received or were incomplete or inaccurate or unacceptable, Purchaser is still solely responsible for complete coverage as specified in the Contract. Furthermore, Producer's failure to request or review such certificates of insurance shall not affect Producer and/or Artist's rights or Purchaser's obligations hereunder.~~

19. INDEMNIFICATION

A. ~~Purchaser shall indemnify, save, and hold harmless the Producer Parties and their respective employees, agents and contractors, from and against any and all claims, demands, debts, liens, damages, liabilities, costs, expenses (including attorneys', paralegals' and accountants' fees and costs and court costs, whether or not litigation is commenced) and judgments arising out of or in manner connected with any breach or alleged breach by Purchaser of any implied or actual representation, warranty, covenant or agreement made by or on behalf of Purchaser herein, any claim, demand or action with respect to Purchaser's obligations pursuant to any agreement(s) and/or directly or indirectly arising out of or related to or involving the Performance(s) and/or the advertising and promotion thereof, or any bodily injury, death, or loss of or damage to property in any way related to or involving the Performance(s) whether inside or outside the Venue, or any authorized or unauthorized acts(s) or omission(s) of Purchaser or Purchaser's employees, agents or independent contractors retained by Purchaser, including the Venue (including but not limited to any damage or destruction occasioned by an event of force majeure).~~ AB

B. ~~Without limiting the generality of the foregoing, Purchaser is responsible for the security and safety of each Performance, the Venue and its immediate vicinity, including the security and safety of Artist, Artist's musicians and crew, Artist's entourage, audience members, and any invitees or attendees. Neither Producer nor Artist shall be responsible for damage or injury to any patrons or the Venue, or any fixtures or personal property therein, caused by fans or any others not a part of Producer's staff. Purchaser shall indemnify and hold the Producer Parties harmless from any claims, actions or demand concerning the foregoing and no claim, deduction or offset shall be made by Purchaser in respect of same.~~ AB

20. ASSIGNMENT

A. Purchaser shall not have the right to assign this Contract or any provision hereof.

B. Nothing herein contained shall be construed as to constitute the parties hereto as a partnership or joint venture, or that Producer or Artist shall be liable in whole or in part for any obligation that may be incurred by Purchaser in Purchaser carrying out, or failing to carry out, any provisions hereof or otherwise. The person executing this Contract on Purchaser's behalf warrants his/her authority to do so.

RILEY GREEN - TOUR RIDER

Initials_____

- C. Except as otherwise agreed by Producer in writing, only Purchaser shall be a party to all contracts relating to the Performance with any third party, including without limitation, any lease of a concert hall, and all other materials and services hired or contracted for the Performance. Purchaser agrees that in the event that any claim shall be asserted against Producer or Artist pursuant to any such contract entered into by Purchaser with a third party, then Purchaser shall, at its sole cost and expense, defend Producer and/or Artist and their directors, officers, employees and authorized representatives and indemnify and hold them harmless from any cost or liability resulting therefrom.

OK 12/10/19

21. CHOICE OF LAW/FORUM

- A. This Contract shall be interpreted in accordance with the laws of the State of Tennessee, and the courts located in Davidson County, Tennessee shall have sole and exclusive jurisdiction over any dispute hereunder.
- B. Purchaser hereby submits to the jurisdiction of said courts and agrees service of process may be effected by mailing a copy of the summons and complaint, via first class mail (certified, return receipt requested) in the U.S., to Purchaser at the address on the Contract. In the event of any default, dispute, or breach of this Agreement requiring court action, the prevailing party shall be entitled to recover reasonable attorney's fees, expenses, and court costs.

22. AGREEMENT

- A. The Contract, including the Rider, constitutes the entire agreement between the parties hereto, and all negotiations and understandings are merged herein. This Contract cannot be amended, modified, supplemented, varied or discharged except by an instrument in writing, executed by both parties hereto.
- B. Nothing in this agreement shall require the commission of any act contrary to law by Producer or Artist. If there is a conflict between any provision of this Contract and any such law, rule or regulation, then that law, rule or regulation prevails, and this Contract shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflicts. If any provision of this Contract shall be prohibited by law, or by court decree, or by impossibility of performance, that provision shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of the Contract.
- C. The captions in this Contract are inserted for convenience of reference only, are not part of this Contract, and in no way define, describe, or limit the scope or intent of this Contract.

23. ADDITIONAL TERMS

- A. If before the date of any scheduled Performance it is found that Purchaser has not fully performed its obligations hereunder ~~or under any other agreement with any party for another engagement or the Performance or that the financial credit of Purchaser has been impaired~~, Producer may cancel this Contract without any penalty to, or liability by Producer or Artist whatsoever. NB
- B. In the event that Purchaser does not perform fully all of its obligations herein, Producer shall have the option to perform or refuse to perform hereunder, which performance or refusal to perform shall not be a waiver of any other remedies that Producer and/or Artist may have against Purchaser, and Purchaser shall be liable to Producer and/or Artist for damage, including but not limited to reasonable attorney's fees and costs, in addition to the compensation provided for herein.

C. Time is of the essence in the payment of all deposits, guarantees and other monies required hereunder.

24. CONFIDENTIALITY

A. Financial terms and conditions of this Contract have been agreed upon based on exact capacity, ticket price and gross potentials as stated on the face of this Contract. Such financial terms and conditions are considered privileged and confidential and public and/or media disclosure is strictly prohibited.

B. Purchaser shall not report box office receipts, ticket sales, or otherwise disclose any information with regard to the Performance or this Contract without the express written consent of Producer.

*will be public info
subject to
open record*

25. LICENSES / PERMITS

A. Purchaser shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations, approvals and the like required or requested by any union, guild, public authority, governmental authority, performing rights society, Venue owner or any other third party in connection with the Performance and Producer's exercise of any rights granted herein. Permits that may be required include, but are not limited to, staging permits, wireless permits, curfew permits and noise restrictions.

B. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith, as well as pay for all levies, dues and fees applicable thereto. Upon request, Purchaser shall provide Producer with evidence of the foregoing; provided that Producer's failure to request or review of same shall not be deemed a waiver of Purchaser's obligations or Producer's rights thereunder.

C. If Purchaser shall for any reason fail to obtain the same not later than thirty (30) days prior to the Performance or shall default with respect to any such term, condition or covenant, Producer may terminate this Contract and all of Purchaser's rights hereunder without liability of any kind to Producer or Artist. Any and all liability arising out of or in connection with the failure of Purchaser to perform its obligations hereunder shall be solely the responsibility of Purchaser, and Purchaser shall hold Producer and any party claiming an interest through Producer harmless therefrom. Copies of all licenses and permits will be delivered to Producer prior to each Performance.

26. TAXES

Purchaser shall pay, at its sole cost, all taxes, fees, dues, levies and the like relating to the Performance and the sums payable to Producer and/or Artist and they shall be free of the same. The foregoing shall not apply to any Federal or State income taxes imposed by law on Producer or Artist for the Performance within the United States (unless otherwise stated on the face of the Contract) but shall apply to all other forms of taxes, including, without limitation, any business occupations tax or any value added tax (VAT).

27. REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants that:

A. It has the right, power and authority to enter into this Contract and to fully perform its obligations contained herein;

B. It has the right to grant the rights herein and that Producer or Artist's exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party;

C. All goods, equipment and other materials provided by Purchaser (or at its request or direction) shall be safe, fully operational and will not cause injury or damage to any person or property;

D. That all persons provided by Purchaser (including its agents, employees and contractors) shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property; and

E. At the present time Purchaser is, or will be, the owner or operator of, or has, or will have, a valid lease executed in its own name, upon the Venue on the date and at the times set forth in this Contract, proof of which will be furnished to Producer upon request.

28. RETURN OF THE CONTRACT

Purchaser agrees to sign and return this Contract to Artist's agent, William Morris Endeavor, within ten (10) days from the date of the Contract; otherwise Producer shall have the right to cancel the Performance upon notice thereof without liability. Producer's failure to exercise its right to cancel the Performance upon the completion of said ten (10) day period shall not be deemed a waiver of Producer's right to cancel the Performance at any time thereafter.

29. NOTICE

All notices and material required to be delivered to Producer (other than those required on the date of the Performance) shall be given in writing by certified mail (return receipt requested) to the parties at the addresses listed below:

Jess Rosen
Greenberg-Traurig
3333 Piedmont Rd NE Suite 2500,
Atlanta, GA 30305

PURCHASER ACCEPTED AND AGREED TO:

PRODUCER ACCEPTED AND AGREED:

BY: _____

o/b/o: BACK 40 TOURING, Inc.
f/s/o RILEY GREEN

DATE _____

DATE _____

PART D – PRODUCTION RIDER

Purchaser shall provide to Producer and Artist all of the services, facilities, and materials required by Producer or Artist, and/or the production companies used by them that are providing technical support for the Performance in accordance with minimums noted below.

All creative and production elements related to show, including stage plots, lighting, audio, etc. to be advanced by Producer's Production Manager. The following details should be shared with Purchaser's representative for advance work discussion:

1. PURCHASER'S REPRESENTATIVE

A. Purchaser agrees to furnish a knowledgeable representative, at Purchaser's expense, (Promoter Rep and / or Stage Manager is not a show cost). This representative must be capable of making any decision (pertaining to the Performance) from the time of the arrival of the production equipment through the time of their departure

B. Purchaser's representative will remain in the immediate backstage area and must be in constant contact with the Producer's Tour Manager. Purchaser's representative shall provide Producer's Tour Manager with 24-hour telephone numbers, office, cellular, and residence, 1 (one) month prior to the date of engagement.

2. RUNNERS / VEHICLE REQUIREMENTS

A. Runners

i. Purchaser will provide Producer's Tour Manager two (2) runners with clean, smoke-free vehicles (see Vehicle Requirements below).

ii. Must be available and at the Venue 1/2-hour prior to the beginning of load-in through the end of load-out. They shall report to the tour manager.

iii. Must have a valid driver's license and a thorough knowledge of the area. When in non-English speaking countries these runners should be bilingual and have a good understanding of the English language.

B. Vehicle Requirements

i. One (1) personal runner vehicle large enough for up to 3 passengers and luggage, numerous hotel pickups, other runs throughout the day.

ii. Purchaser to provide One (1) 15-passenger van with the rear seat removed for luggage.

3. VENUE RESTRICTIONS / LOCAL ORDINANCES

A. It is the sole obligation of Purchaser to inform the Producer's Tour Manager of any local building restrictions, limitations, codes, ordinances, guidelines or obstructions which could prevent or affect the proper execution of any of the requirements in the Agreement.

B. Purchaser must inform Producer of any mandatory union breaks, curfew, fire regulations, minimum light level requirements, maximum sound level limits, or any other unique regulations or peculiarities at least one (1) month prior to the engagement, as subsequent evaluation thereof may place performance in jeopardy.

4. BILINGUAL TRANSLATORS (NON ENGLISH SPEAKING DATES)

Purchaser shall provide Producer with bilingual personnel with a good understanding of the English language. These people will be used by the production team, catering staff, and security coordinator – preferably one such person for each group.. If there is any problem in securing such personnel, Purchaser should contact Producer's Production Manager at least one (1) month prior to Performance.

5. ACTIVITIES IN PLACE OF ENGAGEMENT / ANNOUNCEMENTS

- A. There shall be no scheduled or unscheduled activities in the Venue from load-in through load-out, including but is not limited to, any type of sporting event, etc.
- B. No announcements or speeches from stage, unless otherwise cleared in advance by the Producer's Production Manager.

6. PERFORMANCE

- A. It is agreed that the Tour Manager has the right to control all aspects of the Performance including, but not limited to, the production elements of other acts on the bill. This right shall include set times and lengths, house lights, sound, lighting, climate control, doors opening, sound level and security on the stage, front-of-house and backstage areas.
- B. Except for personnel directly involved with the running of the Performance, the stage and the immediate surrounding area will be cleared completely during the Performance. During the entire Performance, the stage area will be under the absolute supervision of Producer's Production Manager.
- C. Producer reserves the option to use any and all of their own equipment. No assumptions should be made to use Producer's, Artist's and/or band's equipment by any other acts.
- D. Purchaser will ensure that the stage area is completely safe, cleaned and cleared of any and all equipment before Artist's arrival, with the exception of sound and lighting equipment directly associated with the Performance.
- E. Producer or their representative(s) will determine the placement of any and all equipment owned by, placed on stage by, or used by any and all other support acts.
- F. Sound check will require a minimum of one (1) hour after set up is complete. Upon Artist's arrival through completion of sound check, Venue shall remain completely closed to public.

7. SECURITY

- A. ALL BACKSTAGE SHOW SECURITY TO REMAIN ON DUTY UNTIL THE ARTISTS BUSES OR MODE OF TRANSPORTATION HAS LEFT THE VENUE PARKING AREA. SECURITY OF THE BACKSTAGE ACCESS MUST STAY PRESENT TO THE END OF THE LOADOUT.
- B. Personnel shall be provided before, during and after the Performance to reasonably ensure the safety and privacy of Artist, Artist's crew, musicians, personnel and guests and their belongings. Particular emphasis shall be placed on the security of dressing rooms, the stage, backstage areas, the tour busses / cars, and etc.
- C. No one except Producer's entourage, Venue working personnel, and Purchaser's working personnel are permitted in the backstage area before, during and after the Performance.
- D. Authorized guests shall be held in the front of house until they can be escorted to a designated area, to be agreed upon on the day of the Performance (i.e. a green room, hospitality suite, etc.).
- E. Mandatory security posts:
 - i. All backstage access points to and from the front of the house and the outdoors
 - ii. Outside Artists' dressing rooms and dressing room area
 - iii. Outside production office from the beginning of load-in to the conclusion of load-out
 - iv. The stage door
 - v. Outside the Venue next Artist buses
- F. Venue and Purchaser's security should be available to meet with Producer's security coordinator three (3) hours prior to the Performance.

- G. Purchaser agrees to keep the Venue clear of all people not directly involved with the Performance during load-in, sound check, and the load-out.
- H. Purchaser will provide reasonably adequate overnight security when necessary
- I. Purchaser will provide reasonably adequate security barriers between the backstage door and Artist's bus (bicycle racks/barricades).
- J. Additional security items per advance with Producer's Director of Security

8. CREDENTIALS / PASSES

All Producer's staff, musicians, personnel and guests will be wearing laminated tour passes. A Producer representative will issue and supply cloth passes for local working personnel and after show guests. A copy of Tour passes with access descriptions will be supplied to Venue security.

9. VENUE ACCESS

- A. Producer shall have access to the Venue for unloading and loading equipment at time specified by Tour Manager.
- B. Purchaser shall provide access to the stage area of fourteen feet (14') / 4.5 meters height clearance and one hundred (100) feet of clearance from the downstage edge to floor seating for at least 6 hrs into the load in. This area must also be cleared and swept immediately after the audience exits the Venue.
- C. Purchaser must provide complete floor covering for all necessary areas required by the Venue and/or Producer.
- ← D. Purchaser shall provide snow and ice removal equipment and supplies when necessary.

10. STORAGE SPACE

Storage space is required for crates and dollies after load-in. This space should be secured, away from audience traffic, and as close to the backstage area as possible.

11. PARKING

- Purchaser / Venue to provide sufficient space for touring entourage:
- i. Two (2) 45' coaches with trailer with shore power hookup
 - ii. Any shuttle vans and/or runner vehicles for a period commencing twelve (12) hours prior to the load-in and four (4) hours after the Performance is concluded. It is imperative that these vehicles are not blocked in any manner, and have free access in and out of the parking area at all times
 - iv. Additional parking spaces for VIP guest personal vehicles as required by Producer

12. TRAFFIC DEPARTMENT / PERMITS

If it is necessary to obtain permits or clearance in order to load-in and load-out around the Venue, Purchaser should make all necessary arrangements well in advance of the Performance.

13. VIP PACKAGES / HOSPITALITY

- A. Where applicable, Artist may participate in VIP Ticket Programs. Purchaser to provide and assure that the program and needs hereunder are met as required.
- B. VIP program may include, but not limited to, a private acoustic performance, meet & greet, gathering, food/dinner service, etc.

14. STAGE / AUDIO / LIGHTING AND OTHER SET UP AREAS

A. Stage, when provided by Purchaser:

- i. 60' Wide, 40' Feet Deep, 5' Feet High (Arenas only)
- ii. Include an 8' x 8' x 1' carpeted drum riser
- iii. A black staging skirt shall run the entire length of the stage and wings and risers, covering areas that are visible to the audience.

B. Mix Position:

- i. FOH mix area will be 8' deep x 8' wide and center of house 100' from the downstage edge for tour audio package
- ii. MONITOR mix area will be 8' deep x 12' wide at stage left for tour audio package

C. Rigging

- i. Purchaser to provide 25ft Truss or Pipe able to support artist's 25x15ft Cloth Backdrop

D. Purchaser to provide barricade on stage side and bike rack around the other three sides of mix area.

15. POWER REQUIREMENTS

A. Purchaser shall supply and assure uninterrupted power as follows (for international shows, power equivalents of the below will be required):

- i. Production requires two (2) completely separate power services...services off the same transformer is not acceptable.
- ii. Artist's Tour Manager should be made aware of all Venue transformer load times, i.e.: air conditioning, concession stands, parking lot lights, etc.

B. Lighting (America):

- i. One (1) One Hundred (100) amp three (3) phase five (5) wire (120 – 208v.) plus cold water pipe ground located fifty feet (50') of upstage center

C. Sound (America):

- i. One (1) – four hundred (400) amp three (3) phase five (5) wire (120 – 208 v.) plus cold water pipe ground located fifty (50) feet of up stage center

D. Buses:

Two (2) buses, one hundred (100) amp single phase within fifty feet (50') of parking area. Whenever possible buses shall be in backstage compound.

E. Disconnection Location:

Adequate fusing, spare fuses, disconnect switches and terminals suitable for attachment of 4/0 cables with lugs will be required at this source.

F. Voltage:

Voltage shall not vary or fluctuate more than five percent (5%) from 208 volts with balanced electrical loads.

G. Generators:

- i. Check with Producer's Tour Manager if a generator is required for power specifications.
- ii. If needed, two (2) 500 KVA generator will be for lighting with a 250 KVA for sound and video.

H. Electrician:

Venue electrician should be present at stage call and throughout the remainder of the Performance and until the end of load-out.

16. FORKLIFTS

A. Check with Producer's Tour Manager

B. Forklifts should have a minimum lifting capacity of five thousand (5,000) pounds and lift to a height of fifteen (15) feet with side shift capability.

RILEY GREEN – TOUR RIDER

Initials _____

To be Advanced

- C. There must be sufficient fuel to operate this equipment from the start of production load-in until the finish of the load-out.

17. SPOTLIGHTS

- A. Check with Producer's Production Manager.
- B. Purchaser will provide Two (2) – Matched and Balanced Followspots in perfect working order.
- C. Colors for spotlights will be supplied by Producer.

18. STAGE AND WORK CALLS (all calls to be venue-specific)

- A. The standard stage call will be (for budgetary purposes only)

i. Load In

- 2 Production runners
8 Stagehands
1 Venue electrician
1 Steward

ii. Show Call (30 minutes before show time printed on tickets)

- 2 House spot Operators
1 House light person
Electrician
Four (4) stagehands

iii. Load-Out (time TBD)

- 8 Stagehands
1 Venue Electrician
1 Steward

- B. All house work (spot lights set up, mix riser set up, seat set up and tear down) must be done by a crew separate from the stage crew. If the load-in / load out entails the need of an elevator there should be an elevator mechanic / service person present (not on call) for load out.

- C. Working personnel requirements may fluctuate due to Venue schedules and layout, in addition to union structure. Therefore all work and stage calls will be set by Producer's Production Manager in advance with Purchaser's representative.

19. BACKSTAGE ACCOMMODATIONS

Purchaser shall provide backstage rooms as required by Producer for the sole use of the Artists, Artist's personnel, production staff, and guests. All rooms must lock, and the keys are to be given to Producer's representative. Telephone numbers to backstage phones and box office should be sent to Producer's Production Manager no later than two (2) months prior to the Performance.

A. TOUR PRODUCTION OFFICE

- Available 30 minutes prior to stage call until load-out is completed
- Three (3) 4'-6' tables, chairs
- Three (3) trash bins
- Three (3) table lamps
- Two (2) IDD (international direct dial) phone lines to be used for telephone lines.
- One High-Speed Internet connection (T-1 or DSL):
 - i. Single high-speed p. Internet E. 1.45 connection (Ethernet, not wireless)
 - ii. Minimum 1 MB/sec download speed / Minimum 500 KB/sec upload speed
 - iii. Either a DHCP assigned or Static IP address
 - iv. Unfiltered outbound access on ALL PORTS

*To
BE
ADVANCED*

*1-12x60 Trailer divided into
3 rooms for dressing room.*

No Showers / Working Laboratory

*Wi-Fi
will BE
AVAILABLE*

B. RILEY GREEN' DRESSING ROOM

- Available 30 minutes prior to stage call through load-out.
- This room is for the sole use of RILEY GREEN and should be suitably decorated, have a private restroom ~~and shower~~ and should be properly heated or air-conditioned.
- One (1) couch and one (1) matching chair
- One (1) coffee table
- One (1) full length mirror with bright lighting
- One (1) clothes rack
- One (1) trash bin
- ~~10 Large sized, pre-washed towels (shower)~~
- 8 Small, pre-washed towels (stage)
- Access to a restroom with a (clean) ~~working shower~~
- Locker Rooms: Pipe & Drape for privacy (if applicable).
- Access to venue Wi-Fi.
- Multiple electrical outlets
- Two (2) banquet tables for catering with black tablecloths
- Two (2) Cases of ~~Fiji~~ water (or Natural Spring Water ONLY)
- Two (2) Cases of Flavored Sparkling Water - La Croix or generic - any flavor
- 1 Case of Bottled Water / Room Temperature (NOT DISANI)
- ~~1 Large Bottle of Tito's Vodka~~
- ~~1 Large Bottle of Crown Royal~~
- ~~2 Bottles Francis Coppola Cabernet or similar~~
- ~~2 24pk of Miller Lite~~
- 1 4pk of sugar free red bull / 1 4pk of regular red bull
- 1 12pk's of Sprite
- Coffee / Coffee Maker
- 1 pack of "to go" cups/lids/sleeves for coffee
- 1 sleeve of large plastic drink cups
- One (1) Box of Throat Coat® - Traditional Medicinals Tea
- ~~One (1) Box of Starbucks 'Pike Place' K-Cups (NO DECAF)~~
- One (1) Tray of Pita-Bread, Hummus, Celery
- One (1) Vegetable Tray
- One (1) 1 Pound of Fresh Turkey Deli Meat
- ~~One (1) 1 Pound of Fresh Deli Cheese - Cheddar or Havarti~~
- ~~One (1) Loaf of Bread - Any Grain type of bread~~
- One (1) Can of Almonds
- One (1) Jar of Peanut Butter
- One (1) Bag of Lays Original potato chips
- One (1) Bunch of Bananas
- ~~One (1) Container of Strawberries~~

*Munchies &
Fruit in
Dressing Room.*

C. BAND ROOM

- Available 30 minutes prior to stage call through load-out. This room is for the sole use of RILEY GREEN Band and should be suitably decorated, have a private restroom and ~~shower~~ and should be properly heated or air-conditioned.
- One (1) couch and one (1) matching chair
- One (1) coffee table
- One (1) full length mirror with bright lighting
- One (1) trash bin
- Multiple electrical outlets
- Two (2) banquet tables for catering with black tablecloths
- 1 Case of Bottled Water / Room Temperature (NOT DISANI)

*All in one
portable
Trailer*

- 1 Large Bottle of Titos Vodka
- 1 Large Bottle of Crown Royal
- 2 Bottles Francis Coppola Cabernet or similar
- 2 24pk of Miller Lite
- 1 4pk of sugar free red bull / 1 4pk of regular red bull
- 1 12pk's of Sprite
- Coffee / Coffee Maker
- 1 pack of "to go" cups/lids/sleeves for coffee
- 1 sleeve of large plastic drink cups
- One (1) Box of Throat Coat® - Traditional Medicinals Tea
- One (1) Box of Starbucks 'Pike Place' K-Cups (NO DECAF)
- One (1) Tray of Pita Bread, Hummus, Celery
- One (1) Vegetable Tray
- One (1) 1 Pound of Fresh Turkey Deli Meat
- One (1) 1 Pound of Fresh Deli Cheese – Cheddar or Havarti
- One (1) Loaf of Bread – Any Grain type of bread
- One (1) Can of Almonds
- One (1) Jar of Peanut Butter
- One (1) Bag of Lays Original potato chips
- One (1) Bunch of Bananas
- One (1) Container of Strawberries

E. CREW DRESSING ROOM

- To be used by Producer's production crew including sound, lighting, video, and backline equipment personnel. This room and the adjacent shower room should be properly ventilated, heated or air conditioned and clean.
- Straight-back chairs or couches

F. BUS REQUIREMENTS

- The following shall be delivered to the bus upon arrival at the venue:
- One (1) Pack of wet wipes/baby wipes
- One (1) 20lb bag of ice at Load In, and another at Load Out
- One (1) Pack of Solo Squared Plastic Cups - 30 CT
- One (1) Pack of Dixie PerfectTouch Grab' N Go Cups & Lids - 14 CT – coffee cups
- One (1) Bottle of 3-in-1 Bath Soap
- Two (2) Rolls of Paper Towel
- One (1) Scented Candle (non-fruity)

*unlimited supply
of ICE TO BUS*

G. AFTER-SHOW FOOD REQUIREMENTS

- Ten (10) GRILLED Chicken Breast – can be cold or hot
- One (1) Large Caesar salad for ten (10) people. *Dressing packets on the side.

H. PRE-SHOW VIP AREA

- This room will be for the exclusive use of VIP package patrons, Artist's invited guests, contest winners, management staff and guests, sponsorship guests, approved record label staff and guests.
- Entrance to this room will be allowed only with Producer-approved credentials.
- This room should be located in a secured backstage area or secured "club type" area that is NOT accessible to the general public.
- This room should be large enough to accommodate 50 people safely and comfortably
- All activities and attendees will be coordinated and approved by Producer's staff only
- Adjacent space to set up step & repeat banner for private meet & greet

*Fair
can not
provide*

20. DRY CLEANING AND LAUNDRY

There will be band dry cleaning that must be done the day of the Performance. It is imperative that the dry cleaning service be at a reputable establishment, done properly and returned in time for that evening's Performance. If Venue washer and dryer are available for regular laundry, please specify during advance.

21. TOWELS

A. All towels should be washed and dried prior to the Performance

- ~~Thirty (30) large white, bath size, lint free towels.~~
- ~~Twelve (12) bars of bath soap~~

No Showers

B. Stage towels

- Twenty (20) pre-washed, dark hand towels (black preferred)

22. BACKSTAGE FOOD AND BEVERAGE REQUIREMENTS

A. Purchaser agrees to provide food & beverage service for Artist's dressing rooms, Production Office, and Artist/band/crew bases, at no direct cost to Producer or Artist, but as a show cost.

B. All catering to be presented in the highest possible standards of quality, cleanliness, hygiene and comfort, and in an area both physically and acoustically separated from the general public and working areas.

23. CATERING

ALL CARTERING/DRESSING ROOM NEEDS WILL BE COORDINATED AND ADVANCED BY TOUR MANAGER.

24. MERCHANDISE SELLER

PURCHASER AGREES TO PROVIDE (2) ON SITE, SOBER AND CAPABLE MERCHANDISE SELLERS FROM TIME OF DOORS TO WRAP OF EVENT.

The parties hereto agree the foregoing is in accordance with their understanding.

PURCHASER ACCEPTED AND AGREED TO:

PRODUCER ACCEPTED AND AGREED:

BY: _____

o/b/o: BACK 40 TOURING, Inc.
f/s/o RILEY GREEN

DATE _____

DATE _____

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and BAD DECISIONS ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Tuesday, October 6, 2020 at 7pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage West.
 - b. The sum of \$500 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Tuesday, October 6, 2020
 - c. 2 Special Event Parking Passes for use during performance days/times.
 - d. 5 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Thomas R Basler

Address: 3316 Eeat 73rd Street, Tulsa, OK 74136

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Bad Decisions

Mark Andrus, *President/CEO*

Thomas Basler

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and BARRETT LEWIS BAND ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Sunday, October 11, 2020 at 3pm, 6pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage East.
 - b. The sum of \$500 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Sunday, October 11, 2020
 - c. 3 Special Event Parking Passes for use during performance days/times.
 - d. 6 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Rick Huskey

Address: 3820 East 51st Street Suite A, Tulsa, OK 74135

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Barrett Lewis Band

Mark Andrus, *President/CEO*

Rick Huskey

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and BRENT GIDDENS ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Sunday, October 4, 2020 at 3pm, 5pm, 7pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage West.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Sunday, October 4, 2020
 - c. 2 Special Event Parking Passes for use during performance days/times.
 - d. 5 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Brent Giddens

Address: 608 South Lincoln Avenue, Okmulgee, OK 74447

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Brent Giddens

Mark Andrus, *President/CEO*

Brent Giddens

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and CHRIS CLARK ACOUSTIC ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Saturday, October 10, 2020 at 3pm, 5pm, 7pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage West.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Saturday, October 10, 2020
 - c. 2 Special Event Parking Passes for use during performance days/times.
 - d. 5 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Christian Clark

Address: 17014 East 48th Street, Tulsa, OK 74134

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Chris Clark Acoustic

Mark Andrus, *President/CEO*

Christian Clark

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and DANIEL CHESSER ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Friday, October 9, 2020 at 5pm - 7pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage West.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Friday, October 9, 2020
 - c. 1 Special Event Parking Passes for use during performance days/times.
 - d. 2 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Daniel Chesser

Address: 14218 S Toledo Avenue, Bixby, OK 74008

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Daniel Chesser

Mark Andrus, *President/CEO*

Daniel Chesser

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and EMPIRE ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Saturday, October 10, 2020 at 4pm, 6pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage West.
 - b. The sum of \$750 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Saturday, October 10, 2020
 - c. 5 Special Event Parking Passes for use during performance days/times.
 - d. 10 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Johnny R Jones

Address: 4616 S Date Avenue, Broken Arrow, OK 74011

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Empire

Mark Andrus, *President/CEO*

Johnny Jones

SERVICE AGREEMENT

Tulsa State Fair referred to in this agreement as Client, having its principal place of business at 4145 East 21st Street, Tulsa, OK 74114

and

Fair Media Solutions, LLC referred to in this agreement as Provider having its principal place of business at 1001 W. Glen Oaks Ln, Mequon, WI 53092

WHERE AS Client requests the Provider to host Client's multimedia uploads and host online judging of said multimedia uploads, via Provider's product FairVault™, both parties agree as follows:

- 1. Financial Arrangements.** The above-named Client requests Provider, and Provider agrees to perform the following services within the indicated duration and fees:

Item / Service	Package Fee (\$)	Uploads Included	Overage Fee (\$/upload)
Host media uploading and online judging services for duration 1 year, from 01/01/2020 to 12/31/2020	\$2,295.00	3,000	\$1.00

Final uploaded file numbers are quantified at the end of competition. Voided entries and re-uploaded media files are not counted for billing purposes. A digital W-9 submission counts as a single entry for billing purposes if entry-specific documents are not collected. There is no refund of Package Fee payment after payment has been made. A \$250 minimum charge threshold will apply. Client is required to provide written notice for account cancellation request.

This Agreement shall take effect on the date stated above, and shall remain in effect until termination date stated above.

- 2. Technical Support.** During the term of this Agreement, Provider is responsible for:
(i) responding to technical queries from Client regarding use of service within one working day (or less); (ii) delivering important notices / advisory (if any) regarding critical server maintenance and downtimes.
- 3. Service Use.** Provider's services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States and international trade law is prohibited. This includes, but is not limited to: copyrighted material, material considered threatening or obscene, unlicensed software or files, or material protected by trade secret and other statute. Client agrees to indemnify and hold harmless Provider from any claims resulting from the Client's use of the service.

Provider reserves the right to refuse or discontinue service if Client is found to engage in any conduct or activities that Provider in its sole discretion believes in violation of any of the terms and conditions in this agreement. Provider shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification.

Under no circumstances, regardless of cause, can the Provider be held liable for damages amounting to more than the value of this agreement nor be held accountable for consequential damages claimed by any party.

- 4. Termination.** This Agreement may be terminated by any of the parties at any time by submitting written notice stating valid reasons for such action. The Client will be responsible for paying monies due to fulfill the current contract duration. However, no termination notice must be submitted by any of the parties without first undergoing consultation where both parties must reach a mutual decision.

IN WITNESS WHEREOF, Client and Provider have duly executed this Agreement as of

the _____ day of _____, in
the year of _____.

the _____ day of _____, in
the year of _____.

Authorized Signer:

Name _____

Position _____

Company _____

Signature _____

Authorized Signer:

Name Spencer W. Schultz

Position _____

Company Fair Media Solutions, LLC

Signature _____

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and FM PILOTS DUO ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Thursday, October 1, 2020 at 5pm - 7pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage West.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Thursday, October 1, 2020
 - c. 2 Special Event Parking Passes for use during performance days/times.
 - d. 4 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: FM Pilots

Address: 1811 West Independence, Tulsa, OK 74127

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

FM Pilots Duo

Mark Andrus, *President/CEO*

Nick Whitaker

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and FUZED BAND ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Wednesday, October 7, 2020 at 7pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage West.
 - b. The sum of \$700 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Wednesday, October 7, 2020
 - c. 8 Special Event Parking Passes for use during performance days/times.
 - d. 16 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Tylisha Oliver

Address: 9224 South Lakewood Avenue, Tulsa, OK 74137

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Fuzed Band

Mark Andrus, *President/CEO*

Tylisha Oliver

CONTRACT

THIS AGREEMENT made and entered into by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY, an Oklahoma public trust, (herein referred to as "TCPFA") and GLADSTONE, INC., (hereinafter called "SHOWWORKS").

WITNESSETH:

WHEREAS, SHOWWORKS is engaged in the business of providing exhibitor and entry management software and services and TCPFA has need of such services, the following is agreed to by and between both parties:

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED BY SHOWWORKS:
 - a. Unlimited Number of Entries
 - b. Unlimited Number of Online Entries
 - c. Unlimited Number of Computers
 - d. Online Order and Entry for Junior Livestock Show Nominations
 - e. Online Entries for Animal and Non Animal Competitive Exhibits
 - f. iPad and Cloud Access
 - g. QR Code, (barcode), and RFID Scanning
 - h. Check-In with iPad Kiosk
 - i. Passport Feature for Exhibitors
 - j. Instant Push Notifications to Exhibitors to Phones & Devices
 - k. Online Fee Limits and Restrictions
 - l. Custom Report Building
 - m. Telephone and E-Support
 - n. Urgent Care Support during the Tulsa State Fair, September 28 – October 11, 2020
2. TERM: The term of this Agreement is for one (1) year period beginning on June 1, 2020 and ending on May 31, 2021. Prior to expiration, this Agreement may be renewed for additional one (1) year periods providing there are absolutely no changes from the terms of the original Agreement and upon mutual agreement of both parties.
3. PAYMENTS: TCPFA shall pay SHOWWORKS a total of \$11,999, which includes \$9,000 yearly service fee and one time 2020 upgrade of \$2,999, no later than October 31, 2020.
4. TERMINATION: TCPFA may terminate the Agreement at any time without cause by giving written notice to the CONTRACTOR at least 24 hours prior to the date the termination is to become effective. CONTRACTOR shall be entitled to all actual and prorated payments for services incurred up to and including the date of termination.
5. NOTICES: All notices shall be in writing and shall be delivered to the following addresses or at such different addresses as shall be directed by the parties in writing from time-to-time.

If to SHOWWORKS: Gladstone, Inc. PO Box 12222 College Station, TX 77842 Attn: Mike Hnatt	If to TCPFA: TCPFA 4145 E. 21st Street Tulsa, OK 74114 Attn: Jessica Booth
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6. ASSISNMENT: SHOWWORKS may not assign this Agreement to any party other than an affiliate, subsidiary or parent without the prior written consent of TCPFA.
7. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all prior agreements, representations and

negotiations between the parties regarding the subject matter are hereby superseded. This Agreement shall not be altered or amended except by an agreement in writing executed by both parties hereto.

8. NO THIRD PARTY BENEFICIARY: This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.
9. NO WAIVER OF IMMUNITY: No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. No provision of this Agreement is consent to suit.
10. NO JOINT VENTURE: Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent, partners, joint ventures or any other similar such relationship between the parties hereto.

Executed and delivered this on the 13 day of April 2020.

Tulsa County Public Facilities Authority

By: _____ Date: _____
Commissioner Karen Keith, TCPFA Board Chairman

Gladstone, Inc.

By:  _____ Date: 4/15/2020
Mike Hnatt

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and HISPANIC BAND ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Sunday, October 4, 2020 at 4pm, 6pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage East.
 - b. The sum of \$750 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Sunday, October 4, 2020
 - c. Special Event Parking Passes for use during performance days/times.
 - d. Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name:

Address:

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Hispanic Band

Mark Andrus, *President/CEO*

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and HISPANIC BAND ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Sunday, October 11, 2020 at 1pm, 5pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage West.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Sunday, October 11, 2020
 - c. Special Event Parking Passes for use during performance days/times.
 - d. Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
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5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name:

Address:

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Hispanic Band

Mark Andrus, *President/CEO*

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and HISPANIC BAND ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Sunday, October 4, 2020 at 4pm, 6pm - 8pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage East.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Sunday, October 4, 2020
 - c. Special Event Parking Passes for use during performance days/times.
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3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
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 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name:

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13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
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15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Hispanic Band

Mark Andrus, *President/CEO*

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and HISPANIC BAND ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Sunday, October 11, 2020 at 2pm, 5pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage West.
 - b. The sum of \$500 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Sunday, October 11, 2020
 - c. Special Event Parking Passes for use during performance days/times.
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 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
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In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

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13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Hispanic Band

Mark Andrus, *President/CEO*

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and HOMESKILLET ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Saturday, October 3, 2020 at 5pm, 7pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage East.
 - b. The sum of \$750 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Saturday, October 3, 2020
 - c. 5 Special Event Parking Passes for use during performance days/times.
 - d. 5 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Rodney Guinn

Address: 502 Kingston Avenue, Fort Gibson, OK 74433

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Homeskillet

Mark Andrus, *President/CEO*

Rodney Guinn

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and HOUSE PARTY ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Thursday, October 1, 2020 at 7pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage East.
 - b. The sum of \$500 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Thursday, October 1, 2020
 - c. 3 Special Event Parking Passes for use during performance days/times.
 - d. 5 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: House Party

Address: 2831 South Cedar Street, Sapulpa, OK 74066

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

House Party

Mark Andrus, *President/CEO*

Kenneth Young

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and JACOB DEMENT ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Saturday, October 3, 2020 at 3pm, 5pm, 7pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage West.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Saturday, October 3, 2020
 - c. 3 Special Event Parking Passes for use during performance days/times.
 - d. 6 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Jacob Dement

Address: 4765 South Boston Avenue, Tulsa, OK 74105

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Jacob Dement

Mark Andrus, *President/CEO*

Jacob Dement

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and JAKE FLINT ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Saturday, October 10, 2020 at 4pm, 6pm - 8pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage East.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Saturday, October 10, 2020
 - c. 2 Special Event Parking Passes for use during performance days/times.
 - d. 4 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Jacob D Flint

Address: 2703 West 36th Place, Tulsa, OK 74107

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Jake Flint

Mark Andrus, *President/CEO*

Jacob Flint

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and JUMPSUIT LOVE ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Friday, October 9, 2020 at 7pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage West.
 - b. The sum of \$500 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Friday, October 9, 2020
 - c. 5 Special Event Parking Passes for use during performance days/times.
 - d. 5 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Jarrett Contracting LLC

Address: 20911 West Coyote Trail, Sand Springs, OK 74063

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Jumpsuit Love

Mark Andrus, *President/CEO*

Jason Jarrett

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and LARON SIMPSON ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Thursday, October 8, 2020 at 5pm - 7pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage West.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Thursday, October 8, 2020
 - c. 1 Special Event Parking Passes for use during performance days/times.
 - d. 1 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Laron Simpson

Address: 1509 South Lewis Place, Tulsa, OK 74104

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Laron Simpson

Mark Andrus, *President/CEO*

Laron Simpson

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and LIFE OF THE PARTY ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Friday, October 2, 2020 at 7pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage East.
 - b. The sum of \$500 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Friday, October 2, 2020
 - c. 3 Special Event Parking Passes for use during performance days/times.
 - d. 10 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Life of the Party OKC

Address: 9412 Orchard Boulevard, Midwest City, OK 73130

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Life of the Party

Mark Andrus, *President/CEO*

Amber Lenora

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and LIZ MORIONDO ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Friday, October 9, 2020 at 6pm & 8pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage East.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Friday, October 9, 2020
 - c. 1 Special Event Parking Passes for use during performance days/times.
 - d. 4 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Moriondo LLC

Address: 15482 Lawrence 2130, Mount Vernon, MO 65712

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Liz Moriondo

Mark Andrus, *President/CEO*

Liz Moriondo Cutbirth

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and MIDAS 13 ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Tuesday, October 6, 2020 at 7pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage East.
 - b. The sum of \$500 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Tuesday, October 6, 2020
 - c. 4 Special Event Parking Passes for use during performance days/times.
 - d. 4 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Aaron Dilley

Address: 11008 Bailey Drive, Oklahoma City, OK 73162

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Midas 13

Mark Andrus, *President/CEO*

Aaron Dilley

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and MR. MYRON OLIVER ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Sunday, October 11, 2020 at 4pm, 6pm - 8pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage East.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Sunday, October 11, 2020
 - c. 2 Special Event Parking Passes for use during performance days/times.
 - d. 8 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Myron Oliver

Address: 9224 S Lakewood Ave, Tulsa, OK 74137

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Mr. Myron Oliver

Mark Andrus, *President/CEO*

Myron Oliver

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and RONNIE PYLE & THE DRIVERS ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Monday, October 5, 2020 at 7pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage West.
 - b. The sum of \$500 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Monday, October 5, 2020
 - c. 5 Special Event Parking Passes for use during performance days/times.
 - d. 5 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Ronnie Pyle

Address: 152 South 36th West Avenue, Tulsa, OK 74127

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Ronnie Pyle & The Drivers

Mark Andrus, *President/CEO*

Ronald Pyle

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and STEPHEN SPEAKS ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Friday, October 2, 2020 at 6pm - 8pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage East.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Friday, October 2, 2020
 - c. 1 Special Event Parking Passes for use during performance days/times.
 - d. 4 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Rockwell Ripperger

Address: 4517 W Vandalia Street, Broken Arrow, OK 74012

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Stephen Speaks

Mark Andrus, *President/CEO*

Rockwell Ripperger

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and STR8GHT SHOT ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Friday, October 2, 2020 at 7pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage West.
 - b. The sum of \$500 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Friday, October 2, 2020
 - c. 5 Special Event Parking Passes for use during performance days/times.
 - d. 12 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Steve Yeubanks

Address: 1404 North Iroquois Avenue, Chouteau, OK 74337

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Str8ght Shot

Mark Andrus, *President/CEO*

Steve Yeubanks

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and THE AGENDA ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Thursday, October 1, 2020 at 7pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage West.
 - b. The sum of \$500 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Thursday, October 1, 2020
 - c. 2 Special Event Parking Passes for use during performance days/times.
 - d. 10 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
3. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

4. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
5. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
6. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
7. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Daniel Parrish DBA The Agenda

Address: 1042 North 6th Street, Broken Arrow, OK 74012

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
9. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

10. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
11. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
12. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
13. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
14. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
15. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Mark Andrus, *President/CEO*

The Agenda

Daniel Parrish

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and THE FABULOUS TWO MAN BAND ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Wednesday, October 7 and Thursday, October 8, 2020 at 7pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage East.
 - b. The sum of \$1,000 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Wednesday, October 7, 2020
 - c. 2 Special Event Parking Passes for use during performance days/times.
 - d. 6 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Thomas R Basler

Address: 3316 East 73rd Street, Tulsa, OK 74136

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Mark Andrus, *President/CEO*

The Fabulous Two Man Band

Thomas Basler

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and THE IMAGINARIES ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Sunday, October 4, 2020 at 4pm, 6pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage West.
 - b. The sum of \$750 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Sunday, October 4, 2020
 - c. 4 Special Event Parking Passes for use during performance days/times.
 - d. 8 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: The Imaginaries Music, LLC

Address: 4012 Innsbrook Ct, Norman, OK 73072

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

The Imaginaries

Mark Andrus, *President/CEO*

Maggie McClure

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and THE TRAVELERS ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Thursday, October 1, 2020 at 6pm - 8pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage East.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Thursday, October 1, 2020
 - c. 3 Special Event Parking Passes for use during performance days/times.
 - d. 4 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Jim Ragsdale

Address: 20324 East 48th Street South, Broken Arrow, OK 74014

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

The Travelers

Mark Andrus, *President/CEO*

Jim Ragsdale

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and TOM BASLER ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage East
 - b. Date(s), Starting Time(s), Length of Performance(s): Friday, October 9, 2020 at 7pm, 9pm and Saturday, October 10, 2020 at 5pm, 7pm & 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage East.
 - b. The sum of \$1000 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Friday, October 9, 2020
 - c. 2 Special Event Parking Passes for use during performance days/times.
 - d. 8 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Thomas R Basler

Address: 3316 East 73rd Street, Tulsa, OK 74136

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Tom Basler

_ Karen Keith, TCPFA Chair

Thomas Basler

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and TRAVIS KIDD BAND ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Thursday, October 8, 2020 at 7pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage West.
 - b. The sum of \$500 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Thursday, October 8, 2020
 - c. 4 Special Event Parking Passes for use during performance days/times.
 - d. 12 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Travis Kidd

Address: 11969 South 92nd East Avenue, Bixby, OK 74008

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Travis Kidd Band

Mark Andrus, *President/CEO*

Travis Kidd

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and WESTON HORN & THE HUSH ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Entertainment Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Saturday, October 3, 2020 at 4pm, 6pm, 9pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Entertainment Stage West.
 - b. The sum of \$750 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Saturday, October 3, 2020
 - c. 4 Special Event Parking Passes for use during performance days/times.
 - d. 10 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Weston Horn

Address: 1722 South Carson Avenue Apt# 1107, Tulsa, OK 74119

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Weston Horn & The Hush

Mark Andrus, *President/CEO*

Weston Horn

PERFORMANCE CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY ("AUTHORITY") and ZENE SMITH ("PERFORMER").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, AUTHORITY AND PERFORMER COVENANT AND AGREE AS FOLLOWS:

1. PERFORMER agrees to perform its act in accordance with the following particulars:
 - a. Place of engagement: 2020 Tulsa State Fair Acoustic Stage West
 - b. Date(s), Starting Time(s), Length of Performance(s): Friday, October 2, 2020 at 5pm - 7pm, minimum of 60 minutes per performance
 - c. Type or Nature of Performance: Musical
 - d. Sound Check Requirements: Arrive at least ninety (90) minutes prior to first performance
 - e. Arrival Details: All vehicles must arrive at one time, allow time for set-up and sound check
2. AUTHORITY shall provide the PERFORMER:
 - a. Inclusion in all appropriate marketing materials for the Acoustic Stage West.
 - b. The sum of \$400 as agreed total compensation for the performances set forth in paragraph 1 (b) above. Payment shall be made on Friday, October 2, 2020
 - c. 1 Special Event Parking Passes for use during performance days/times.
 - d. 4 Gate Admission tickets for use during performance days/times.
3. In the event of sickness or injury to PERFORMER, or if one or more performance(s) is prevented by an act or regulation or any public authority, civil tumult, strike, epidemic interruption, delay of transportation services, conditions of war or emergencies or causes beyond control of AUTHORITY, AUTHORITY and PERFORMER agree that this Contract may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, PROVIDED that PERFORMER shall notify AUTHORITY as soon as reasonably possible, by telephone and/or telegram, of the discovery or occurrence of such sickness or injury and FURTHER PROVIDED that sickness of or injury to PERFORMER preventing a scheduled performance shall be certified to for the benefit of the AUTHORITY by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the PERFORMER from performing on the date(s) missed or to be missed by PERFORMER. Failure to provide such certification to AUTHORITY within seventy-two (72) hours of the first performance missed by PERFORMER shall be deemed conclusive evidence PERFORMER was capable of performing on the scheduled date(s) at the scheduled time(s). Upon occurrence of any of the foregoing events, AUTHORITY shall be obligated to pay PERFORMER only for those performances actually completed, on a pro-rata basis.
4. It is expressly understood and agreed by AUTHORITY and PERFORMER that the relationship created hereby is one of purchaser-independent contractor; in no event shall PERFORMER be deemed an employee of AUTHORITY. PERFORMER shall have exclusive control over presentation and performance of its obligations hereunder. This Contract shall in no way be construed as creating a partnership or joint venture between AUTHORITY and PERFORMER.

5. PERFORMER agrees to pay all expenses incurred by it hereunder including, without limitation, expenses for transportation, food, drinks, and lodging. PERFORMER must be able to fulfill duties within this agreement.
6. PERFORMER agrees to indemnify and hold AUTHORITY harmless from:
 - a. All costs and expenses, including attorney's fees, incurred by AUTHORITY relating to the garnishment or attachment of the compensation to be paid by AUTHORITY to PERFORMER hereunder; and all claims of PERFORMER or crew relating to damage, theft or loss of personal property.
 - b. All liability for injury to or death of PERFORMER or crew, during the term of this Contract, including, without limitation, the attorney's fees incurred by AUTHORITY in defense of claims asserted against it.
7. No performance shall be recorded, reproduced or transmitted from the performance site by either party hereto or their agents without the prior specific, written consent thereto by the other party.
8. PERFORMER agrees to make all reports and returns for, and to pay all social security obligations of PERFORMER or crew, and to satisfy all obligations of reporting income of said persons to all federal and state agencies as same may be required by federal and state laws.

In compliance, PERFORMER agrees to provide the following information relating to the responsible party of who the check will be made out to:

Name: Zene Smith

Address: 720 West Sequoyah Ave, Vinita, OK 74301

SSN or FEI:

9. PERFORMER covenants, promises and agrees that, with respect to any performance or use of material subject to the copyright laws of the United States of America, PERFORMER shall comply with the copyright laws of the United States of America, obtain all such licenses or waivers from the holders of the copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material PERFORMER shall furnish AUTHORITY with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. PERFORMER shall indemnify and hold harmless AUTHORITY with respect to any loss, cost, damage or expense, including AUTHORITY'S attorney fees, suffered by AUTHORITY due to PERFORMER'S failure to comply with the copyright laws of the United States of America.
10. PERFORMER agrees that AUTHORITY may use PERFORMER'S name, photographs, logos and other identifying features to publicize and advertise the performance(s) hereby contracted for, PROVIDED same shall not be used to endorse any product or service. PERFORMER further agrees to participate in a reasonable number of television, radio and press interviews arranged by the AUTHORITY, without compensation therefore, and to interact with the general public during the performance date(s) in order to promote and publicize PERFORMER'S appearance(s).

11. As a material condition to AUTHORITY'S execution hereof, PERFORMER agrees that if, for any reason other than certified illness or injury or other causes set forth in paragraph 4 above, it should fail to perform as scheduled herein, it shall pay AUTHORITY the sum set forth in paragraph 2 above as reasonable, agreed liquidated damages for performer's breach hereof. The parties hereto agree that said sum is a reasonable amount for liquidated damages and that from the nature of the subject matter, it would be extremely difficult and impractical to fix the actual damages suffered by AUTHORITY as the result of PERFORMER'S breach hereof.
12. PERFORMER shall not violate any local, state, or federal ordinances, laws, statutes or regulations, in performing its obligations under this Contract.
13. Violation of any term or condition of this Contract by PERFORMER shall be grounds for termination by AUTHORITY. Upon such termination AUTHORITY shall pay PERFORMER only for the performance(s) actually completed prior to termination on a pro-rata basis, less damages suffered by AUTHORITY by reason of PERFORMER'S breach hereof, including, without limitation, the cost and expenses associated with procuring a substitute performer and attorney's fees.
14. PERFORMER understands and agrees that this Contract is for services to be performed solely by PERFORMER and cannot be assigned by PERFORMER without the specific, written consent of AUTHORITY. The waiver of any breach hereof or the failure to exercise any remedy hereunder shall not be deemed a continuing waiver nor prevent the enforcement hereof on the later exercise of any remedy hereunder. No amendment or modification hereof shall be binding upon any party hereto unless first reduced to writing and signed by both parties hereto.
15. This Contract has been negotiated and executed in Tulsa County, Oklahoma, for performance therein, and shall be construed according to the laws of the State of Oklahoma. In the event legal action is brought to enforce AUTHORITY'S rights hereunder, PERFORMER agrees to pay all legal fees, costs and expenses, including attorney's fees, incurred by AUTHORITY.
16. Un-enforceability for any reason of a provision of this Contract shall not limit or impair the operation or validity of any other provisions hereof.

**TULSA COUNTY PUBLIC FACILITIES
AUTHORITY**

Zene Smith

Mark Andrus, *President/CEO*

Zene Smith