

PERFORMING ARTIST OFFER AUTHORIZATION

The following terms, as well as those on the attached pages, shall be considered a firm offer for **SAMPLE BAND (full band show)** (hereafter referred to as "ARTIST") to perform at the 2015 **Celebrate Fairfax! Festival**. This offer is valid until close of business on Tuesday, November 25, 2014. Any final contract terms between Celebrate Fairfax, Inc. (CFI) and the authorized representatives of the ARTIST must include the attached CFI Rider and Additional Conditions of Contract and the attached Celebrate Fairfax Tech Provisions Rider. No clause of these CFI riders may be amended without approval by an authorized CFI representative. Any required adjustments to provisions on these addendums must be agreed upon by both parties prior to finalization of any accepted offer and issuance of contract(s) by ARTIST.

DATE OF PERFORMANCE: <u>SATURDAY, JUNE 6, 2015</u>	START TIME: <u>8:00 p.m.</u>
LENGTH OF SHOW: <u>90 minutes, inclusive of encore</u>	SOUND/LINE CHECK: <u>TBD</u>
BILLING: <u>Headliner, Shared Festival Billing</u>	TRAVEL: <u>Provided by ARTIST</u>
TALENT FEE: <u>\$XX,XXX, guaranteed</u>	STAGE SPONSOR: <u>BUD LIGHT</u>
	MEDIA SPONSOR: <u>TBD</u>

HOTEL ACCOMMODATIONS PROVIDED BY: CFI, maximum of 20 room-nights (singles) at Hyatt Fair Lakes, Fairfax, VA or equivalent nearby property of CFI's choosing (i.e.: 20 rooms for 1 night or 10 rooms for 2 nights). Any room needs above the provided allotment, or any rooms at any hotel other than the property detailed above, are the sole financial responsibility of the Artist.

BACKLINE PROVIDED BY: ARTIST. CFI will provide if necessary, to a cap of \$3,000.

GROUND TRANSPORTATION: By CFI, to/from Dulles Airport (if needed), venue, and hotel

Contact at East Coast Entertainment (Booking Agent): Mark Letson, 800-277-6874

Contact at CFI (Purchaser): Barry Feil, 703-324-5315, Barry.Feil@FairfaxCounty.gov

Offer Authorized by _____
Celebrate Fairfax, Inc.

Date: November 13, 2014

NOTE: Attached CFI-provided addenda/riders are a required part of final contract terms and agreement by the parties. Acceptance of CFI offer indicates full acceptance of all terms of attached rider and its inclusion in performance contract by all parties subject to its terms, regardless of any language to the contrary in Artist-provided contracts/riders.

Celebrate Fairfax, Inc. Conditions of Contract
PERFORMANCE RIDER & ADDITIONAL CONDITIONS OF CONTRACT
BETWEEN CELEBRATE FAIRFAX, INC. & SAMPLE BAND

This agreement between CELEBRATE FAIRFAX, INC. (hereafter known as CFI) and SAMPLE BAND (hereafter known as ARTIST) shall constitute additional conditions of contract as specified:

1. The ARTIST will be paid \$XX,XXX, minus any deposit paid in advance, upon completion of the performance or as specified in the ARTIST-issued contract. CFI will also provide an Additional Payment of \$X,XXX for backline rental or buyout. A detailed description of CFI-provided sound, lighting and staging is attached at the end of this offer/contract.
2. CFI will be paid an amount equal to 10% of the gross proceeds from sales of ARTIST-sold merchandise (CD's, DVD's, T-shirts, etc...), payable in cash on the day of performance, unless otherwise mutually agreed upon.
3. ARTIST will not publicize or have publicized any other scheduled performance within sixty (60) miles of Fairfax, Virginia during the period of February 1, 2015 until September 1, 2015. Additionally, if ARTIST has a confirmed booking within the 60-mile radius at any time after September 1, 2015, that performance may not be announced nor publicized by any party until after June 9, 2015. Exceptions to this clause may occur only with written release by CFI. As a point of information, this clause includes but is not limited to all areas of Northern Virginia, Fredericksburg, Washington, DC, as well as parts of Maryland in the Baltimore/Washington corridor.
4. If contract specifies payment to an individual rather than a corporation, the individual(s) receiving payment must supply their social security number(s) to Celebrate Fairfax, Inc. For tax purposes, a 1099 will be sent to ARTIST no later than Jan. 31, 2016.
5. Payment will be made in the form of corporate check at completion of performance, unless specified in ARTIST Contract. Under no circumstances will cash be used, in all or part, as the form of payment.
6. ARTIST is responsible for all travel and transportation expenses, except ground transportation to/from Dulles Airport (if flying), ARTISTS' hotel (if applicable) and the venue. Any needs beyond these accommodations must be agreed upon by both parties.
7. Performance is at the BUD LIGHT MAIN STAGE of the CELEBRATE FAIRFAX! Festival, on the grounds of the Fairfax County Government Center (located at 12000 Government Center Parkway, Fairfax, Virginia, 20035). Seating and standing room for approximately 7,000 individuals is provided. The backstage area is limited to the ARTIST and necessary CFI staff/volunteers specifically assigned to the stage area. Access to the concert is open to all festival attendees.
8. CFI shall have permission to videotape a 30-second segment of the performance by ARTIST for future non-public use by CFI (for example, for future event sponsorship marketing). ARTIST may specify in advance any times and/or songs that are preferred/required. ARTIST has the right to view and/or approve final video, if requested within 30 days after the contracted performance. CFI shall also have the right to stream the performance onto a video wall at or near the back of the seating area. No recording shall be made of this stream and CFI maintains no rights to use video for any purpose other than to enhance the performance experience for event attendees.

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9. A hospitality/changing trailer will be provided for ARTIST in the backstage area. CFI will provide security as deemed to be appropriate by both parties.
10. All meals are provided by a private caterer (R&R Catering). Vegetarian and both hot and cold options will be available. Provided soft drink beverages are limited to Coca-Cola products. Alcoholic beverages may not be provided in catering or stage area prior to or during performance. Any variance from catering rider provided by ARTIST will be consistent with the intent of the ARTIST's rider; specific food/beverage choices will be discussed and agreed upon by both parties as part of the performance advance.
11. Due to the festival nature of Celebrate Fairfax!, the provided sound system, stage size, sponsor-branded backdrop, and lighting may not be altered. The above notwithstanding, the ARTIST may use their own backdrop if it meets local building code regulations (related to weight and blow-through ability) and Purchaser's approval. Should an ARTIST backdrop be in use, it must be able to be used without causing safety risk to those on stage, in the audience, or to any provided equipment/backline. Determination of safety risk will be made solely, in good faith, by representatives of Purchaser in coordination with the Artist, equipment providers, local government fire marshal, permit agencies and inspectors. Safety of all individuals on site is the top priority at Celebrate Fairfax.
12. A complete description of the technical specs for the MAIN STAGE is available upon request; basic provisions are included in this offer as an additional rider (labeled "Celebrate Fairfax Tech Provisions"). ARTIST understands that due to local sound regulations, no performance may ever be produced at a level above 105 decibels and due to performances on other stages at the Celebrate Fairfax! festival, the maximum level will be reduced by CFI by as many as 10 decibels at the request of Celebrate Fairfax! event officials. Under no circumstance will the sound level be reduced without the knowledge of the representatives of the ARTIST.
13. Cancellation or delay of the performance, if necessary, due to severe weather conditions will be made jointly and in good faith by the designated representatives of CFI with representatives of the ARTIST. Inclement weather conditions do not necessarily warrant cancellation of any performance.
14. ARTIST agrees not to use, display or cause the audience to use profane or offensive language if such language is audible or visible to the audience. ARTIST shall not, through conduct or expression, intentionally incite or encourage conduct of the audience that constitutes a threat to the safety of the audience, public safety officials, or ARTIST, or that results in or is likely to result in physical damage to the Festival site and facilities. ARTIST also agrees that it shall comply in good faith with all directions of authorized event staff and public safety officials in matters related to safety and security as specified above, and acknowledges that compliance with these standards is an essential element of this agreement and violation of these standards may cause CFI to suffer irreparable harm.
15. CFI will issue a request to the representative of the ARTIST to correct any infractions of the conditions stated in sections 12 and 14. Willful or intentional failure to comply with requests of this type shall be considered breach of contract and be subject to compensatory damages to CFI by the Artist.

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16. CFI holds harmless and indemnifies the ARTIST and representatives of the ARTIST for any damages not directly related to a violation of any contracted terms by the ARTIST or its representatives, or any negligent acts by the ARTISTS or its representatives.

The ARTIST agrees to hold harmless and indemnify the staff, Board of Directors, sponsors, and volunteers of CFI and of the Government of Fairfax County, Virginia from liability or claims caused by the negligent act(s) of the ARTIST or any of their agents, employees or other representatives.

As a point of information, CFI maintains Certificates of Insurance provided by and covering the work product of all contractors related to the Bud Light Main Stage operation, including but not limited to the providers of the stage, roof, lighting, sound, and catering; these Certificates will be made available to the authorized representatives of the ARTIST upon at least 48 hours of advance notice to CFI's authorized representative(s). Each such contractor is fully and wholly responsible for any damages each specifically may cause, as well as Virginia-required workman's compensation insurance for their respective employees, and all are responsible for obtaining required permits and pass any mandatory government inspections for their work product.

Additionally, CFI will have its own Certificate of Insurance available for viewing upon 48 hours of advance request. CFI carries not less than \$2 million of general liability coverage per incident and \$6 million aggregate general liability coverage, as well as Virginia-required workman's compensation insurance for its employees.

The ARTIST is solely responsible for any liability or workman's compensation claims for ARTIST or ARTIST personnel that are not a result of negligence by the representatives and/or contracted employees and companies providing services at the Celebrate Fairfax! Festival, including CFI itself.

No additional insurance will be provided by CFI for the ARTIST nor may the ARTIST be named as an additional insured due to policies governing CFI's contractual actions.

17. Sponsorship of all performances at the BUD LIGHT MAIN STAGE will be with the local Anheuser Busch distributor and a Washington, D.C. area radio station or other media outlet of CFI's sole discretion. ARTIST may not provide any sponsor visibility to band sponsors on-site without the prior knowledge and approval by CFI due to site exclusivity given to venue sponsors. ARTIST has no rights of approval over advertising methods for performance; CFI is responsible for creating and executing comprehensive full-festival advertising campaign including television, on-line, radio and print advertising.

18. ARTIST agrees to allow at least one song (to be specified by ARTIST) to be used as part of the marketing campaign for the festival and specifically the ARTIST's appearance. Unless agreed upon by the artist, such usage will solely include use on the event website via weblink to an Artist-approved official music video or live performance, and/or inclusion on a CFI-created Spotify playlist on the event website.

CFI will additionally set-up a link from the Celebrate Fairfax! website to the ARTIST's official website; it is requested that ARTIST sets up a reciprocal link from their own website.

ARTIST will provide official photos, biographies, links to any official Artist video, and any other materials to support performance promotion, not later than February 1, 2015.

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19. ARTIST agrees to provide Meet & Greet opportunity for no more than 30 VIP's selected by CFI. Meet & Greet will be held on-site in backstage area prior to or following show at mutually agreed upon time, determined during performance advance.

20. This addendum includes terms primarily required by the event venue, local government, and other governing bodies. They are intended to supplement the ARTIST contract and clarify logistical and other needs that are specific to the event venue.

Based on the above, if this addendum and the ARTIST contract are contradictory regarding a given matter, this addendum shall be deemed correct in all cases unless agreed upon by the parties at the time of ARTIST contract issuance, or unless the parties mutually agree upon such a change at a later date.

ARTIST may not cancel performance after contract has been executed and performance deposit has been accepted by ARTIST, except due to an Act of God or injury/illness to ARTIST that makes it impossible for any performance to occur. Any other request for cancellation, or resolution of any dispute which arises from this agreement, shall be subject to the terms herein, governed by the laws of the Commonwealth of Virginia, and adjudicated in the County of Fairfax, Virginia.

Should this offer be accepted, all terms of this addendum are considered accepted by ARTIST and ARTIST's representatives as part of the final agreement between the parties, unless change to clause(s) in question are agreed to by both parties prior to issuance of ARTIST contracts by ARTIST representatives.

If both parties agree to the exclusion or change of any clause in this or any other agreement governing the performance by the ARTIST, only the specified clause(s) will be negated and not the contract or agreement as a whole.

Barry Feil, President/CEO Date

Celebrate Fairfax, Inc.

12000 Government Center Parkway

Suite 247

Fairfax, VA 22035

Phone: 703.324.5315

Fax: 703.222.9784

barry.feil@fairfaxcounty.gov

Representative for ARTIST Date

Name: _____

Address: _____

City, ST Zip: _____

Phone: _____

Fax: _____

Email: _____

Celebrate Fairfax, Inc. Conditions of Contract

Celebrate Fairfax! Festival Tech Provisions

The following specifications are an integral and required part of the offer to perform to SAMPLE BAND at the 2015 Celebrate Fairfax! Festival. The equipment and services detailed on this rider, or equipment generally considered to be similar/better in scope and ability at the discretion of the Purchaser, will be provided. Any additions or changes above and beyond these needs must be negotiated prior to acceptance of offer.

I. Staging and Roof

- 36' depth x 40' width
- Height of stage varies from 3 1/2' (at front of stage) x 6' (at rear of stage) due to slope of land. Stairs are located on upstage left.
- 20' x 16' Monitor mixing platform down stage left.
- 24' x 24' Dock height platform upstage right.
- Dual Ramps are provided from dock to ground and from dock to stage and mixing platform.
- 2 – Scaffolding towers stage left and right for the speaker stands.
- 2 – Scaffolding towers 18' high (Follow spot positions).
- 2 – Altman Satellite follow spots with operators.
- Dimming Control and Operator
- 2 Lighting Technicians will remain on site to operate lighting and maintain roof.
- Self-supporting roof with front and rear truss loaded with the equipment and fixtures below:
- 45 x 36 SINGLE RAIL ROOF

2. LIGHTING SYSTEM

- 10 AE 6 CIRCUIT LAMP BAR W/ TAILS
- 60 ETC SOURCE 4 PAR
- 61 S4 PAR COLOR FRAME
- 31 S4 MFL LENS
- 31 S4 NSP LENS
- 2 8 - LIGHT MOLE FAY(THOMAS)
- 2 MEDIUM C-CLAMP
- 2 1/8" x 30" SAFETY CABLE
- 1 ETC 48 X 2.4K SENSOR RACK
- 1 GRANDMA LIGHTING CONSOLE
- 1 FEEDER CABLE BOX
- 1 PD LEX SOCO
- 1 APPLIED ELECTRONICS 10 WAY OPTO SPLITTER

- 2 MARTIN MAC 2000 PROFILE MKII E LUMINARE W/CAS
- 4 MEGA CLAW - SILVER
- 4 MARTIN MAC 2000 E WASH FIXTURE
- 4 HIGH END STUDIO COLOR
- 2 MARTIN MAC 500 LUMIERES
- 8 MEGA CLAW - SILVER
- 1 4/0 5 WIRE SET TIE-IN TAILS 10' (BUNDLED)
- 1 100' 4/0 5WIRE SET CAM TO CAM
- 1 FEEDER CABLE BOX
- 1 100' 4/0 BLACK CAM TO CAM
- 1 100' 4/0 BLUE CAM TO CAM
- 1 100' 4/0 RED CAM TO CAM
- 1 100' 4/0 GREEN CAM TO CAM
- 1 100' 4/0 WHITE CAM TO CAM
- 1 2/0 5-WIRE SET LOOPTHRU
- 1 SET OF CAM T'S (3 MFF / 2 MMF)
- 1 100' 14 GAUGE MULTI (6 CIRCUIT)
- 1 150' 14 GAUGE MULTI (6 CIRCUIT)
- 2 20' 6-CIRCUIT L6-20 FEMALE BREAKOUT
- 5 10' L6-20 CABLE
- 1 150' MULTI CABLE LOOM (Front Truss)
- 1 150' MULTI CABLE LOOM (Rear Truss)
- 1 MALE STAGE PIN BREAKIN
- 8 25' STAGE PIN CABLES
- 5 10' STAGE PIN CABLES
- 5 STAGE PIN TWOFER
- 5 10' 5 PIN DATA CABLE
- 1 100' EDISON CABLE (12/3)
- 1 50' EDISON CABLE (12/3)
- 1 25' EDISON CABLE (12/3)
- 1 10' EDISON CABLE (12/3)
- 2 100' 3 PIN XLR CABLE
- 1 50' 3 PIN XLR CABLE
- 6 10' 3-PIN XLR CABLE
- 1 300' DMX/XLR CONTROL SNAKE
- 1 100' 5 PIN DATA CABLE
- 1 50' 5 PIN DATA CABLE
- 1 10' 5 PIN DATA CABLE
- 4 MALE EDISON TO FEMALE STAGE PIN TURNAROUND
- 1 GEL PACKAGE
- 1 SPARE LAMPS
- 2 – Thomas 8 light blinders (to be supported on roof).
- 6 - Station intercom for technical crew

3. SOUND SYSTEM

Front of House position:

- 1 48 Channel Digital Console
- 1 intercom to monitor mix position
- 1 Tascam CD-RW750 CD player

Monitor Mix position:

- 1 Yamaha PM5D-RH Digital console
- 8 EAW SM500 stage monitor speakers, powered by Crown MacroTech amplifiers
- monitors are bi-amped using PIP technology
- 2 sidefills consisting of: One EAW KF695 per side, with EAW SB850 subwoofers,
- in stereo, processed
- 1 drum fill, consisting of: one EAW JF560 with 1 SB850 subwoofer

House speaker system:

- 24 D&B Q series speakers
- 8 D&B B2 subwoofers
- all speakers powered by D&B D12 amplifiers
- 2 CM 1 tom chain motors

Snake system:

- 1 Ram-Tech 56 channel, 250 ft to house position, transformer isolated splitters,
- with switchable ground lift on each input
- 4 Ram-Tech 60 ft stage sub snakes

Microphones:

- 1 Shure Beta 52 10 Shure SM57
- 4 Shure SM81 4 Shure SM98A
- 8 Shure SM58 8 Whirlwind active direct boxes
- All necessary microphone stands, cables, etc.