

Live Performance & Appearance Agreement - "Indie Country Showdown"

This is a Live Performance & Appearance Agreement entered into by CenterStage Magazine (hereinafter "CSM") and (Artist - Full Name / Address / Email / Phone – provided on entry form):

_____/_____/_____
_____/_____/_____

(being either solo performer, duo, or trio), signed by the Artist or by their legal representative.

"CSM" will provide the venue, multi-week promotion, livestreams, marketing, and timing for the "Indie Country Showdown" series appearances (hereinafter "ICS") at no cost to the "Artist".

There is no cost to the identified Artist for the "ICM" publicity package (Big 98 Country, iHeart Digital Media before, during, and after the competition, or for the associated publicity, estimated at 385,600 in the great Nashville Metro market over the 6 week period of the event.

In return, "Artist" agrees to appear and perform at pre-event activities and opportunities for "ICS" show promotion, on-line interviews, in-person interviews, ticket sales promotion, tours of the planned live venues, video shoots at the Country Music Hall of Fame and Museum, and other show promotion opportunities, as reasonably needed and requested.

This agreement will begin on the date signed (Entry form and Entry fee completed), and extend to March 30, 2024. This timing will effectively cover the pre-show "ICS" promotion and ticket selling activities, the entire run of the four anticipated "ICS" events and post-show promotion. Calendar and Show Information is detailed in Attachment 1.

1. *Performance(s)*: The date, time, venue, and duration for each of the "ICS" steps to competitions and performances are contained in Attachment 1. Artists access, onsite arrangements, and the day of show specifics will be distributed and reviewed prior to the performance(s). Entrants who are selected are not compensated for their "ICS" talent competition activities.
2. *Stage/Backline Requirements*: There is full support for solo, duo and trio supporters, up to 4 performers total on stage, if accompaniment is needed. There will be no bands or groups beyond the description herein limiting to 4 individuals on stage maximum. There will be no drum kits available or backline. Event Site and "CSM" provides that participants will have the needed microphones, stands, stools, and professional connection directly into the event site PA. Artists may bring pre-recorded tracks for accompaniment in MP3 or WAV format.
3. *Fee*: There is a 1-time, \$75 non-refundable Entry fee to apply for the "ICS". The Top 15 only will be selected to compete, selected by a professional Nashville music industry panel, comprised of Nashville songwriters, producers, club and studio owners, talent agencies, and "CSM". **The decision of the Top 15 competitors is final.** Two (2) alternatives will be selected, in the event any of the Top 15 final selections are unable to participate.

4. *Expenses*: Expenses to participate and appear for "ICS" events are the responsibility of the Artist. Getting to performances, travel, housing, food and entertainment expenses or any other costs to compete are all the responsibility of the Artist.
- A. *Cancellation*: Should the promoter or venue owner wish to cancel the booking, the artist should be given as much notice as possible, and should also have the right to retain any deposit paid. There may also be provision for the rest of the fee to be paid in certain circumstances as an acknowledgement of the loss the artist has suffered due to the cancellation of the performance. In turn, the artist should also agree to give a specified amount of notice, and to refund the deposit, should they need to cancel the performance for any reason.
- B. *Rider*: In some instances the promoter or venue may agree to provide catering and drinks for the artist.
- C. *Back Stage*: If needed, the specific kind of backstage facilities an artist requires should be clearly agreed as well as the promoter's or venue owner's responsibility in terms of security and controlling unwanted access to such facilities.
- D. *Complimentary Tickets*: The extent of any complimentary tickets (or door list) to be provided for the benefit of the artist should be clear.
- E. *Merchandise*: Facilities allow the sale of artist merchandise in designated areas only.
- F. *Consents & Insurance*: The venue owner or promoter will ensure that all necessary licenses and consents are in place for staging the performance, along with mandatory insurance cover.
- G. *Promotion*: Combined promotional resources for "ICS" (*including, but not limited to, Nashville iHeart Digital Media & Big Country 98; The Country Music Hall of Fame & Museum; TN Folds of Honor, specific venues including The Listening Room Café (Nashville TN & Pigeon Forge TN) Skyline Club of Columbia, TN; Luke Combs Bar; Jason Aldean's Rooftop Bar & Grill; Miranda Lambert's Cantina, CabaRay's Nashville, and others*).
- H. *Dispute Resolution*: All written disputes or claims regarding the event or any parties involved will be adjudicated in Davidson County, TN, by an impartial mediator, appointed by a Davidson County Justice. Dispute or claim decision will be completed in 30 days or less and are legally binding.
- I. *Representation*: This agreement represents the full and complete responsibilities, by and between the parties, and if any provision of the agreement is found to be unenforceable or illegal, then it will not affect the rest of the agreement.
- J. *End Date*: This Agreement becomes void on March 1, 2024, and all responsibilities and participant expectations are no longer enforceable. The Artist may choose, independently of this Agreement, if they wish to continue or modify a continued working relationship with "CSM"